NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
November 4, 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 – 38)

4. Discuss, consider and take appropriate action on a line item transfer for the County Clerk's Records Management and Preservation.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0385-0385-004100	Rcds Mgmt & Pres/Prof Svcs	$6,750.00
FROM	0385-0385-004550	RcdsMgmt&Pres/Imaging&Microfil	13,505.42
TO	0385-0385-001107	Rcds Mgmt & Pres/Temp Labor	$18,816.00
TO	0385-0385-002010	Rcds Mgmt & Pres/FICA	$1,439.42

5. Discuss, consider and take appropriate action on a line item transfer from Emergency Services to Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004100	Professional Services	$33000.00
From	0100-0583-004100	Professional Services	$9000.00
From	0100-0583-004510	Building Maintenance	$1088.23
To	0100-0509-004509	Facility Enhancements	$43088.23

6. Discuss, consider, and take appropriate action on a line item transfer for the Regional Animal Shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.003100	Office Supplies	$1,300
To	0545.0545.004621	Printing Supplies	$1,300

7. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.

8. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County, Texas and the City of Georgetown, Texas. For billing and collections services related to The Preserve at Water Oak PID.

9. Discuss, consider and take appropriate action on Amendment No. 3 to the Subrecipient Agreement between Williamson County and Lonestar Regional Water Authority water project, funded by the American Rescue Plan Act (ARPA).

10. Discuss, consider, and take appropriate action on approving revised upfitting quotes from Lake Country Chevrolet for County Vehicles SA1906 & SB2028, originally approved by Commissioner's Court on September 23, 2025 (Item #62), reflecting a cost reduction of $380.05 per vehicle and a total savings of $760.10 to the County.

11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through transfer, pursuant to Texas Local Government Code 263.152, for the period of October 01, 2025, through October 26, 2025.

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

13. Discuss, consider, and take appropriate action on an Amendment to the Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties to extend the listing agreement from its current expiration date of October 1, 2025, to September 30, 2026, in relation to the sale of the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

14. Discuss, consider, and take appropriate action on approving the selection criteria weight for pricing for RFCSP #25RFCSP87 Expo AV Upgrade and in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria.

15. Discuss, consider and take appropriate action regarding a Consent to Modify Equipment with SBA Towers for modifications to the tower structure located at 155 Carlson Cove, Georgetown, Texas.

16. Discuss, consider, and take appropriate action on awarding #25RFP72 to Blackhawk Fire & Safety LLC for Fire and Safety Maintenance, Inspection and Testing Services for Facilities Management and authorize this Master Service Agreement in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) per fiscal year and authorize execution of this agreement.

17. Discuss, consider, and take appropriate action on approving Agreement No. 2026-005 with All Cen-Tex Septic & Drain Service, Inc. in the not-to-exceed amount of One Hundred Thousand Dollars ($100,000.00) per year, exempting this purchase from competitive bidding requirements per Local Gov't Code Section 262.0245 to the extent practicable under the circumstances, for the County purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid and authorizes the execution of the agreement.

18. Discuss, consider, and take appropriate action on approving the Goods and Services Contract No #2026-057 for Jail Kitchen Hood Cleaning and Inspection Services with KEC PRO, LLC DBA Hoodz of Central Texas for Facilities Management in the amount of $6,378.00 and authorize execution of this agreement.

19. Discuss, consider, and take appropriate action on canceling RFCSP #25RFCSP83 Emergency Services Operation Center (ESOC) Generator Docking Station.

20. Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, P.E. as Williamson County's Primary Voting Member and Adam Boatright, P.E. as Williamson County's Alternate Voting member to the Campo Technical Advisory Committee.

21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Surveying And Mapping LLC (SAM) and Williamson County dated March 19, 2024 for ROW Delineation and Mapping CR 240. Funding source: P705.

22. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping LLC (SAM) and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 1 under the Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024, for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024, for CR 201 from CR 200 to Umbrella Sky. Funding source: P499.

25. Discuss, consider, and take appropriate action on Work Authorization No. 3 to the On-Call Surveying Services (Corridor D (Ronald Reagan Extension)) contract executed March 19, 2024, between Williamson County and Surveying and Mapping, LLC relating to the 2023 Road and Bridge Program. Funding source: Road and Bridge P457.

26. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 3 to Work Authorization No. 3 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Central Maintenance Facility. Funding source: P536.

27. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 3 to Work Authorization No. 5 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Skyview Drive Bridge Project. Funding source: 01.0200.0210.004100.

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB County Road Seal Coat FY26 Improvements, under IFB #26IFB5.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the CR 110 North Project for Road Bonds/HNTB, under IFB #26IFB6. The funding source is P695.

30. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the CR 366 & Chandler Road Traffic Signal contract executed September 17, 2024, between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2023 Road Bond Program.

31. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 3 to the Corridor H/Sam Bass Road contract executed on March 13, 2017, between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program.

32. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the CR 305 contract executed on March 19, 2024, between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program.

33. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 2 to the Atlas 14 Floodplain Mapping Update – Brushy Creek Basin Study contract executed on March 23, 2021, between Williamson County and AECOM Technical Services, Inc. relating to the 2019 Road Bond Program.

34. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 4 to the Atlas 14 Floodplain Mapping Update – Study Area Analysis contract executed on March 20, 202, between Williamson County and Halff Associates, Inc. relating to the 2019 Road Bond Program

35. Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 2 to the Atlas 14 Floodplain Mapping Update – Study Area Analysis contract executed on March 23, 2021, between Williamson County and Doucet & Associates, Inc. relating to the 2019 Road Bond Program.

36. Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 2 to the Atlas 14 Floodplain Mapping Update – Technical Program Manager contract executed on March 24, 2020, between Williamson County and Halff Associates, Inc. relating to the 2019 Road Bond Program.

37. Discuss, consider, and take appropriate action on Work Authorization No. 11 to the On-Call Environmental Services (Schultz Lane) contract executed May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program.

38. Discuss, consider and take appropriate action on granting a waterline easement to the City of Round Rock located in the SW Regional Park.

REGULAR AGENDA

39. Discuss, consider, and take appropriate action on recognizing November 2nd -8th, 2025 as National Animal Shelter Appreciation Week.

40. Discuss, consider, and take appropriate action, regarding the November 2025 Wellness Updates.

41. 10:00 Conduct a public hearing relating to a request by EMS on the Uncompensated Care (HUG) Fund for a budget increase on Position Control Number (PCN) 1642, (Community Paramedic).

42. Discuss, consider, and take appropriate action approving a budget increase to PCN 1642 (currently vacant) in the Uncompensated Care / HUG Fund.

43. Discuss, consider and take appropriate action to approve the projects and budgets for the 2026 Capital Improvement Program.

44. Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move $225,000 from P447 (Hike & Bike Trail Pct. 2) to a new project to pave Trail Q at River Ranch County Park.

45. Discuss, consider, and take appropriate action on approving a 2023 Park Bond transfer to move $825,000 from P635 (Expo West Arena & Amenities) to P648 (Expo Center AV Enhancements).

46. Discuss, consider, and take appropriate action on approving annual purchase #2026-075 from Tyler Technologies for Orion Software Maintenance and Support in the amount of $116,695.00 and exempting Tyler Technologies, Inc. from the competitive bidding requirements per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement parts or components for equipment.

47. Discuss, consider, and take appropriate action on the list of proposed organizations for cycle 2.3 of the salary study. In addition to the outlined organizations, Elected Officials (WILCO EO Grade) will also be reviewed during cycle 2.3.

48. Discuss, consider, and take appropriate action on a policy regarding the use of meeting spaces in county facilities by internal departments and external groups.

49. Discuss, consider, and take appropriate action on the use of the parking lot at the Jester Annex for food distribution by the Central Texas Food Bank on Thursday, November 12 at 5:00pm - 7:00pm.

50. Discuss, consider and take appropriate action on casting 1,195 votes for Williamson County and FM/RD on the "Williamson Central Appraisal District Board of Directors Nominees Official Ballot 2025" and providing a resolution to the Chief Appraiser as prescribed in Section 6.03 of the Texas Property Tax Code.

51. Discuss, consider and take appropriate action on Commissioner's Court meetings in the month of December 2025.

52. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for funding through the Office of the Governor's FY2026 Bullet-Resistant Components for Law Enforcement Vehicles grant.

53. Discuss, consider, and take appropriate action regarding approval of a Safety Footwear Policy for the Facilities Management Department.

54. Discuss, consider, and take appropriate action on approving Purchase Contract #2026-069 between Williamson County and SHI Government Solutions, Inc. for Adobe Enterprise licenses and subscription renewals, for a total amount of $175,822.90 pursuant to Sourcewell #121923-SHI and authorizing the execution of this contract.

55. Discuss, consider, and take appropriate action to approve the Service and Goods Contract #2026-066 between Mobile Communication America (MCA) and Williamson County for Security Cameras for the new Williamson County Headquarters Building in Georgetown in the not-to-exceed amount of $197,494.63, pursuant to DIR Cooperative Contract #DIR-CPO-4494, and authorizing the execution of the contract. Funding source is P577.

56. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to DBR Engineering Consultants, Inc. for the Inner Loop Annex Dehumidification, in the amount of One Hundred Twelve Thousand Four Hundred Twenty-Five and No/100 Dollars ($112,425.00) authorize execution of the agreement.

57. Discuss, consider, and take appropriate action on Supplemental Agreement 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and Cleary Zimmermann Engineers, LLC relating to the Jail South AHU Replacement.

58. Discuss, consider, and take appropriate action on approving the Master Service Agreement No. 2026-056 between Williamson County and Cotton Commercial USA, Inc. DBA Target Solutions for Disaster Restoration and Emergency Recovery services, in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00), pursuant to Cooperative Contract #TIPS 25050101, and authorize execution of the agreement.

59. Receive and acknowledge approval of Change Order No.1 from Texas Air Systems for the Justice Center Attic Information Technology (IT) Fire Suppression project to add louver and extend time by 25 days for the completion of the project, which was approved by Williamson County Project Manager, Thomas Crockett, pursuant to the Commissioner's Court prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

60. Discuss, consider and take appropriate action regarding the temporary road closure of Williamson County's portion of Limestone Terrace from Quarry Rim Drive to the Jarrell Community Library on Saturday, November 15, 2025, from 10 AM to 6 PM and approval of a temporary diversion plan for traffic during the closure. The City of Jarrell has granted approval for a temporary closure of the portion of Limestone Terrace within their jurisdiction.

61. Discuss, consider, and take appropriate action on approving Contract# 2026-059 for the Purchase of 2025 John Deere 544P Loader replacing UTL0211 from RDO Equipment Co. for the total amount of $240,791.33 pursuant to Co-Op Sourcewell 011723-JDC and authorizing the execution of the agreement.

62. Discuss, consider, and take appropriate action on approving Contract# 2026-060 for the purchase of a new MowerMax Prime Mover, replacing UJ1051 and UJ0908 heavy equipment from ATMAX Equipment Co. for the total amount of $288,337.59 pursuant to Co-Op BuyBoard 706-23, and authorizing the execution of the agreement.

63. Discuss, consider, and take appropriate action on approving Contract# 2026-070 for the purchase of a 2026 WST Equipment 49X Haul Truck replacing UTT1502 from Doggett Freightliner of South Texas LLC for the total amount of $185,900.00 pursuant to Co-Op TIPS 230802 and authorizing the execution of the agreement.

64. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($373,288.56) for Project 23IFB67 Corridor C - SH29 Bypass (Capital Excavation).

65. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of ($240,227.75) for Project 24IFB57 Ronald Reagan Blvd. Widening (Chasco Constructors).

66. Discuss, consider, and take appropriate action regarding Change Order No. 26 in the amount of $142,001.98 for Project 22IFB139 FM3349 at US79 (James Construction Group).

67. Discuss, consider, and take appropriate action on awarding IFB #25IFB84 to AAR Incorporated for the RM 2243 Realignment Demolition Project for Road Bonds/HNTB in the amount of $324,198.00 and authorize execution of this agreement. The funding source is P326.

68. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, Atkins North America, Inc. (the Assignor) to AtkinsRealis, USA Inc. (the Assignee) in relation to the Corridor C / SH 29 Bypass contract, being dated March 13, 2017, and FM 971 contract, being dated March 19, 2024.

69. Discuss, consider, and take appropriate action on Contract Amendment No. 3 to the Chandler Corridor, Segment 1 contract executed September 29, 2022, between Williamson County and DEC-Central Texas, LLC relating to the LTP/Corridor Program.

70. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 3 to the Corridor C/ SH 29 Bypass contract executed on March 13, 2017, between Williamson County and AtkinsRealis, USA Inc. relating to the LTP/Corridor Program.

71. Discuss, consider and take appropriate action on a Resolution with TXDoT for a locally funded Improvement Project (off-system) which will allow for the Highway Safety Improvement Program (HSIP) to install a traffic signal along CR 366 at Chandler Rd.

72. Discuss, consider and take appropriate action on a temporary Right of Entry Agreement with Kang Lee to access his property for survey purposes related to the proposed right of way acquisition for the E. Wilco Highway Segment 6 project. (Parcel 105)

73. Discuss, consider and take appropriate action on a rule 11 settlement agreement with Jeff and Geraldine George related to the acquisition of 2.863 AC needed as right of way for the construction of E. Wilco Highway segment 2 (Parcel 33).

74. Discuss, consider and take appropriate action authorizing the county judge to execute an Agreed Final Judgment with JNK Properties 1, LTD. to acquire 28.707 AC needed as right of way, 6.124 AC needed as an electric utility easement, 0.233 AC and 0.152 AC needed as drainage easements for the construction of the RM 2243/Hero Way project (Parcel 335).

75. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and County employees, Kayla Allison and Mayra Torres, and former County employee, Kareem Elashkar, in relation to the matter of Civil Action No. 1:25-cv-00953-ADA, *Rashad Dale Mitchell v. Kayla Allison, et al.,* In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4), Texas Local Government Code.

76. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and County employee, Rex Forehand, in relation to the matter of Civil Action No.1-25-cv-01546-RP, *Andre Marcus Thomas v. Dr. Todd C. Harris, et al.,* In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4), Texas Local Government Code.

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)."

77. 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 the potential sale of property located at 102 w. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown, Texas.

78. 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. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
b. Civil Action No. 1:25-cv-01546-RP; Andre Marcus Thomas v. Dr. Todd C. Harris, et al.; In the United States District Court for the Western District of Texas, Austin Division
c. Civil Action No. 1:25-cv-00953-ADA; Rashad Dale Mitchell v. Kayla Allison, et al.; In the United States District Court for the Western District of Texas, Austin Division
d. Cause No. 25-2986-C395; Juan Carlos Gomez v. Williamson County; In the 395th Judicial District Court of Williamson County, Texas

REGULAR AGENDA (continued)

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

80. Comments from Commissioners.

81. **Public Comment Period for County Matters that are not on the Agenda.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding matters pertaining to or affecting Williamson County, but that do not appear as an Agenda Item on the Commissioners Court's Agenda. During this Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his or her remarks and the maximum overall discussion time allowed for this Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during this Public Comment Period. Please note that the members of the Court may not comment during the meeting about matters that are not on the Commissioners Court's Agenda.

_____
Steven Snell, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 29th day of October 2025 at 5:00 pm and remained posted for at least three business days before the scheduled date of the meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 11/04/2025

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Clerk's Records Management and Preservation.

Background

The County Clerk would like to bring in a temporary employee and will need funds transferred into this line to be able to pay for this work.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0385-0385-004100	Rcds Mgmt & Pres/Prof Svcs	$6,750.00
FROM	0385-0385-004550	RcdsMgmt&Pres/Imaging&Microfil	13,505.42
TO	0385-0385-001107	Rcds Mgmt & Pres/Temp Labor	$18,816.00
TO	0385-0385-002010	Rcds Mgmt & Pres/FICA	$1,439.42

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/24/2025 10:33 AM
Form Started By: Ashlie Holladay		Started On: 10/24/2025 10:19 AM
Final Approval Date: 10/24/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 11/04/2025

Line item Transfer from Emergency Services to Facilities Management

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

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer from Emergency Services to Facilities Management.

Background

Line item transfer to cover the cost of electrical work to accommodate cubicle installation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004100	Professional Services	$33000.00
From	0100-0583-004100	Professional Services	$9000.00
From	0100-0583-004510	Building Maintenance	$1088.23
To	0100-0509-004509	Facility Enhancements	$43088.23

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:40 AM
Budget Office	Saira Hernandez	10/29/2025 07:19 AM
Form Started By: Damaris Morales		Started On: 10/28/2025 10:17 AM
Final Approval Date: 10/29/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/04/2025

LIT for Regional Shelter

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Regional Animal Shelter.

Background

The Regional Animal Shelter requests $1,300 to be moved from Office Supplies 0545.0545.003100 to Printer Supplies 0545.0545.004621. The Purchasing Department was able to assist the Regional Animal Shelter by adding two printers to the county contract for this fiscal year. We ask for this transfer in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.003100	Office Supplies	$1,300
To	0545.0545.004621	Printing Supplies	$1,300

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/23/2025 11:09 AM
Budget Office	Saira Hernandez	10/29/2025 07:20 AM
Form Started By: Misty Valenta		Started On: 10/23/2025 10:21 AM
Final Approval Date: 10/29/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 11/04/2025

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	10/28/2025 02:03 PM
County Judge Exec Asst.	Delia Colon	10/28/2025 02:09 PM
Form Started By: Kayla Marek		Started On: 10/28/2025 12:39 PM
Final Approval Date: 10/28/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0132.001100.	16402	$64,026.11	$960.39	1.50	$64,986.50	-	MERIT	7-Nov-25
911 Communications	QAQI Evaluator.1894.001100.	16692	$68,151.35	$1,363.02	2.00	$69,514.37	-	MERIT	7-Nov-25
911 Communications	TCO Specialist.0141.001100.	16399	$64,026.11	$1,280.52	2.00	$65,306.63	-	MERIT	7-Nov-25
911 Communications	TCO Specialist.0157.001100.	16917	$62,959.22	$1,259.20	2.00	$64,218.42	-	MERIT	7-Nov-25
911 Communications	TCO Specialist.0142.001100.	16403	$64,026.11	$1,280.52	2.00	$65,306.63	-	MERIT	7-Nov-25
911 Communications	TCO Specialist.0135.001100.	16689	$64,482.04	$1,289.64	2.00	$65,771.68	-	MERIT	7-Nov-25
Purchasing	Purchasing Specialist I.1696.001100.	17542	$56,328.48	$1,126.57	2.00	$57,455.05	-	MERIT	7-Nov-25
Emergency Medical Services	Demand Paramedic.0878.001100.	16744	$70,267.39	$231.88	0.33	$70,499.27	-	MERIT	24-Oct-25

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0581	001100	7,433.29		
01	0100	0581	002010	568.65		
01	0100	0581	002020	1,134.51		
01	0100	0540	001100	231.88		
01	0100	0540	002010	17.74		
01	0100	0540	002020	35.39		
01	0100	8004	001130		7,665.17	
01	0100	8004	002010		586.39	
01	0100	8004	002020		1,169.90	
01	0100	0494	001100	1,126.57		
01	0100	0494	001130		1,126.57	
01	0100	0440	001130	1,185.36		Reverse merit PCN 2110
01	0100	0440	001130	1,532.18		Reverse merit PCN 1847
01	0100	0440	001130	1,230.12		Reverse merit PCN 0073
01	0100	0440	001100		3,947.66	Reverse merit PCN 2110,1847,0073
01	0200	0210	001130	1,923.02		Reverse merit PCN 1561
01	0200	0210	001100		1,923.02	Reverse merit PCN 1561
01	0100	0576	001101	801.34		PCN 9944 correction
01	0100	0576	001100		801.34	PCN 9944 correction
01	0546	0546	001100	148.55		PCN 1886 merit correction
01	0546	0546	001130		148.55	PCN 1886 merit correction

Commissioners Court - Regular Session **8.**

Meeting Date: 11/04/2025

Tax Collection Agreement

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County, Texas and the City of Georgetown, Texas. For billing and collections services related to The Preserve at Water Oak PID.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 19D requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/23/2025 02:44 PM
Form Started By: Mary Greenway		Started On: 10/23/2025 01:45 PM
Final Approval Date: 10/23/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF GEORGETOWN, TEXAS FOR BILLING AND COLLECTION SERVICES RELATED TO THE The Preserve at Water Oak PID PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Georgetown, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to the The Preserve at Water Oak Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on February 3, 2021, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 012621-M) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.00 l to 372.026). The City has in the past, and may in the future, over time and from time to time, altered the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City adopted assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments**. Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions**. This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement**. The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date") and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred, and the proceeds have been collected.

4. **Assessment Data**. Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor- Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments**. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments**. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners**. If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District, except exempt property, by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees**. As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement**. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices**. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City Manager
City of Georgetown, Texas
David Morgan

With a required copy to:
City Attorney
City of Georgetown, Texas

13. **Limited Liability**. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law**. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will

remain in effect.

15. **Persons Bound**. This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue**. All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Georgetown Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization**. The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

[The remainder of this page is intentionally left blank.
Signature pages and acknowledgements follow on separate pages.]

WILLIAMSON COUNTY, TEXAS

By:_____ _____
Steven Snell
County Judge, Williamson County

Approved:

_____
Larry Gaddes
Tax Assessor-Collector, Williamson County

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Shroeder
Mayor

Approved:

Leigh Wallace
Leigh Wallace
Finance Director
City of Georgetown

Approved as to form:

Skye Masson
City Attorney
City of Georgetown

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on July 22, 2025, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home rule city, on behalf of the City of Georgetown, Texas.

(SEAL)

Robyn Louise Densmore
Notary Public, State of Texas

ROBYN LOUISE DENSMORE
Notary ID #125657056
My Commission Expires
April 15, 2026

Commissioners Court - Regular Session **9.**

Meeting Date: 11/04/2025

Lonestar Regional Water Authority ARPA Amended Agreement

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Amendment No. 3 to the Subrecipient Agreement between Williamson County and Lonestar Regional Water Authority water project, funded by the American Rescue Plan Act (ARPA).

Background

The agreement is being amended to include engineering services as part of the project to be funded by ARPA funds. The total dollar amount of the contract remains unchanged.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lonestar RWA Amendment 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 01:40 PM
Form Started By: Jalyn Morris		Started On: 10/24/2025 01:02 PM
Final Approval Date: 10/27/2025		

AMENDMENT NO. 3 TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND THE LONESTAR REGIONAL WATER AUTHORITY
FOR THE NORTHERN WILLIAMSON COUNTY
WATER SYSTEM IMPROVEMENT PROJECT
FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA)
(A.L.N. 21.027)

This Amendment No. 3 to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project ("Amendment No. 2") is made and entered into by and between Williamson County, Texas ("County") and the Lonestar Regional Water Authority ("Subrecipient"), both being a political subdivision of the State of Texas (collectively referred to as "Parties").

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of April 11, 2023;

WHEREAS, in 2024, the Parties executed an Amendment to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project ("Amendment No. 1") to amend the Agreement due to a modification to the Project's Scope of Services and Program/Project Budget/Allowable Expenses;

WHEREAS, in August 2025, the Parties executed Amendment No. 2 to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project ("Amendment No. 2") to amend the Agreement due to additional modifications to the Project's Scope of Services and Program/Project Budget/Allowable Expenses;

WHEREAS, it has become necessary to amend the Agreement again to clarify that Subrecipient may use State and Local Fiscal Recovery Funds for payment of engineering and easement costs and that engineering and easement costs are allowable expenses under the Agreement; and

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

AGREEMENTS

1. The County agrees to allow engineering and easement costs incurred by Subrecipient to be reimbursed by State and Local Fiscal Recovery Funds. Appendix B – Program or Project Budget/Allowable Expenses of the Agreement shall be amended to provide that State and Local Fiscal Recovery Funds and Estimated Participant Funds can both be used for payment of all allowable expenses related to Subrecipient's water project. Appendix B – Program or Project Budget/Allowable Expenses of the Agreement is hereby amended and supplanted, in its entirety, by the Appendix B attached hereto, which is being incorporated herein by reference.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 3 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No.3 are the valid, binding, and enforceable obligations of such party.

3. 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, the Parties have caused this Amendment No. 3 to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS (County)	**LONESTAR REGIONAL WATER AUTHORITY (Subrecipient)**
By: _____	By: _____
Printed Name _____	Printed Name D. Bryant Smith
Title: As Presiding Officer, Williamson County Commissioners Court	Title: President
Date: _____, 2025	Date: 10/24, 2025

APPENDIX B - Program or Project Budget/Allowable Expenses
(Revised October 17, 2025)

ITEM DESCRIPTION	QUANTIFICATIONS OF FACILITIES	CONSTRUCTION COSTS *	ENGINEERING, EASEMENT AND SITE ACQUISITION COSTS **	TOTAL PROJECT COSTS	FUNDING CATEGORY ***	BENEFITS
Potable Water Line C (Contract No. 3)	34,400 L.F. of 16" WL; 450 L.F. of 30" Encasement Pipe Bore at IH 35	$ 8,008,865	Engineering Costs: $ 1,951,000 Easement and Site Acquisition Costs: $ 200,000	$ **10,159,865**	5.11	Allow Potable Water to be delivered to demand centers in the southern part of the Jarrell area.
5 MGD High Service Pump Station (Contract No. 1)	High Service Pump Station and Disinfection Facilities	$ 5,086,064	Engineering Costs: $ 1,334,000 Easement and Site Acquisition Costs: $ 125,000	$ **6,545,064**	5.11	Pumping Facilities at a more favorable site to Pressurize Water to match City of Jarrell's 1,065-foot Pressure Plane.
TOTAL 5.11 DRINKING WATER: TRANSMISSION & DISTRIBUTION				$ **16,704,929**		
0.3 million gallon Ground Storage Tank (Contract No. 2)	Welded Steel Ground Storage Tank	$ 1,036,890	Engineering Costs: $ 270,000 Easement and Site Acquisition Costs: $ 125,000	$ **1,431,890**	5.14	Water Storage to hold LSRWA water and future ground water.
TOTAL 5.14 DRINKING WATER: STORAGE				$ **1,431,890**		
TOTAL ESTIMATE OF PROBABLE PROJECT COSTS		$ **14,131,819**	$ **4,005,000**	$ **18,136,819**		
ARPA FUNDING				$ **14,000,000**		
ESTIMATED PARTICIPANT FUNDING				$ **4,136,819**		
TOTAL FUNDING				$ **18,136,819**		

* Based on bids received by Subrecipient.

** Original $874,000 + Additional $720,000 (Ground Storage Tank and Pump Station "Design, Construction Administration and Inspection" Engineering Fees for Amendment No. 1) + Additional $260,000 for ("Design, Construction Administration and Inspection" Engineering Fees for Amendment No. 2 to relocate the Ground Storage Tank and Pump Station to a more favorable site on FM 1105 on the Valenta Tract)

*** Funding category: 5.11 Drinking Water: Transmission & Distribution
5.14 Drinking water: Storage

Commissioners Court - Regular Session **10.**

Meeting Date: 11/04/2025

Approval of Revised Upfitting Quotes for Lake Country Chevrolet for FY26 Countywide Vehicle Purchase

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving revised upfitting quotes from Lake Country Chevrolet for County Vehicles SA1906 & SB2028, originally approved by Commissioner's Court on September 23, 2025 (Item #62), reflecting a cost reduction of $380.05 per vehicle and a total savings of $760.10 to the County.

Background

The Williamson County Commissioner's Court previously approved quotes from Lake Country Chevrolet for County vehicles SA1906 and SB2028 on September 23, 2025, and under Agenda item #62. The original upfitting quotes were $33,628.29 per vehicle. Following a review and adjustment of upfitting costs, new quotes have been provided in the amount of $33,248.24 per vehicle, resulting in a reduction of $380.05 per unit and a total savings of $760.10 to the County. Approval of the revised quotes will authorize the processing of payment based on the updated pricing and ensure accurate records of the FY26 Countywide Vehicles Purchases. This change was requested by the Sheriff's Office. Origination #3543 for FY26.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

New Upfitting Quote Redacted

Old Upfitting Quote Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 03:55 PM
Form Started By: Sandra Malcolm		Started On: 10/20/2025 11:36 AM
Final Approval Date: 10/27/2025		

New updated Dana Safety quote

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) ROUND ROCK WAREHOUSE [redacted]
Contact: [redacted] **Telephone:** [redacted] **E-mail:** [redacted]	**Contact:** [redacted] **Telephone:** [redacted] **E-mail:** [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO 2026 CHEVY TAHOE 4X4 - WILCO SHERIFF - GHOST SLICK Warehouse: RROC ***** NO SPOTLIGHT *****	0.0000	0.00
1	1	N	INFO FRONT OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	N	INFO ACTIVATE FACTORY HEADLAMP FLASHER / WIGWAG Warehouse: RROC	0.0000	0.00
1	1	Y	MISC FED FDC-PB-TAH25 GRILLE GUARD 2025 TAHOE Warehouse: RROC	651.2300	651.23
1	1	N	DFC-LG-TAH21 FED SIG LOWER GUARDS FOR 2021-23 TAHOE PUSH BUMP Warehouse: RROC MSRP: $1,009.00	578.2400	578.24
1	1	N	DFC-UG-TAH21 FED SIG UPPER GUARDS FOR 2021-23 TAHOE PUSH BUMPE Warehouse: RROC MSRP: $678.00	388.7900	388.79

Print Date	10/08/25
Print Time	09:20:37 AM
Page No.	1

Printed By: [redacted]

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	DFC-WC-TAH21 FED SIG WIRE COVERS, 2021-23 CHEVY TAHOE PUSH BUM Warehouse: RROC MSRP: $66.00	42.1100	42.11
1	1	N	DFC-TC4L-1 FED 4 Light Channel for Push Bumper, 21-23 TAHOE Warehouse: RROC MSRP: $56.00	33.6800	33.68
4	4	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 MOUNT IN TOP CHANNEL OF GRILLE GUARD CROSS MEMBER. STEADY WHITE FOR TAKEDOWN.	116.0000	464.00
4	4	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 MOUNT ONE ON EACH PITBAR. STEADY WHITE FOR ALLEY. MOUNT ONE ON EACH SIDE OF CENTER SECTION. STEADY WHITE ALLEY.	116.0000	464.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: RROC VEHICLE SPECIFIC MOUNTING BRACKETS ARE SOLD SEPERATELY **********	166.6700	333.34
2	2	Y	DFC-SB-ES100C Fed Speaker Bracket for Mounting ES100C Warehouse: RROC	55.3200	110.64
1	1	N	INFO SIDE OF VEHICLE Warehouse: RROC	0.0000	0.00
8	8	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 MOUNT FOUR ON EACH RUNNING BOARD W/ WEDGES. STEADY WHITE FOR ALLEY.	116.0000	928.00
4	4	N	MPSM6U-FPIU20SMW FED Wedge Kit - Two Wedges Per Kit Warehouse: RROC MSRP: $18.00	12.6300	50.52

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
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Contact: [redacted]
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	PF400S17B FED SIG SIREN,400WATT,17BTN Warehouse: RROC	1,612.0000	1,612.00
1	1	N	RBKIT2-COMPACT FED SIG PAIR OF RUMBLER WOOFERS Warehouse: RROC MSRP: $593.00	433.3300	433.33
1	1	N	RBC2-TAH21ND FED SIG DRIVER/PASSENGER RUMBLER BRACKET, 21+ TA Warehouse: RROC (2) Compact, no drill,(1) passenger side bracket and (1) driver side bracket, Chevrolet Tahoe, 2021-2024 MSRP: $69.00	0.0000	0.00
1	1	N	OBDCABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: RROC MSRP: $230.00	160.0000	160.00
1	1	N	PFSYNC-1 FED SIG SYNC MODULE Warehouse: RROC MSRP: $355.00	200.0000	200.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

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SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

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Telephone: [redacted]
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Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: RROC MSRP: $386.00	220.0000	660.00
3	3	N	PFSPLTR-4 FED SIG 4 TO 1 SPLITTER Warehouse: RROC MSRP: $59.00	51.0700	153.21
1	1	N	INFO INTERIOR OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	N	INFO ***** FRONT ILS INTERIOR BAR PROGRAMING ***** Warehouse: RROC The current Slide Switch 3 light pattern on the 2025s (for the Valor bar) is left-side on right-side off and vice versa. Please program these ILS visor lights with a fast pattern that incorporates the white LEDs and both sides to flash simultaneously. I think fed sig calls it STORM	0.0000	0.00
1	1	Y	SIFMJS-TAH21-P3 FED,SIFMJS-TAH21-P3,SPECTRALUX,FRONT ILS RBW Warehouse: RROC	902.6600	902.66

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
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SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: 5[redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 ONE IN EACH CARGO WINDOW ON BRACKET.	116.0000	232.00
2	2	N	MPSM6-LB FED SINGLE MPS600 OR MPS600U L-BRACKET KIT Warehouse: RROC MSRP: $19.00	12.6300	25.26
1	1	N	INFO **** RED/WHITE DOME LGHTS SWITCH POSITION ***** Warehouse: RROC Both switches for R/W lights move from front floor console to roof console in headliner.	0.0000	0.00
5	5	N	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: RROC MSRP: $95.00 ONE ABOVE CONSOLE, TWO ON CARGO HATCH, TWO ABOVE PRISONER SEATS. SWITCH IN CONSOLE FOR CAB LIGHT, SWITCH ON 'D' PILLAR FOR CARGO AND HATCH LIGHTING.	53.3400	266.70

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

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Telephone: [redacted]
E-mail: [redacted]

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Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SIFMJH-TAH21-PF1 FED, ILS, REAR, 2021-23 TAHOE, RAW/BAW, +STT Warehouse: RROC Interior Upper Rear, Model # SIFMJH-TAH21-PF1 SpectraLux® ILS Low-Profile OBD Integrated SIFMH, OBD Center Focused, Rear Hatch, Red/Blue/Amber Product Web Page https://www.fedsig.com/product/spectralux-ils-internal-light-system	902.6700	902.67
1	1	N	INFO CONSOLE AND CONSOLE ACCESSORIES Warehouse: RROC	0.0000	0.00
1	1	Y	C-VS-1012-TAH-2 HAV 22" ANGLED CONSOLE, 2025 TAHOE PPV Warehouse: RROC FACEPLATES/BRACKETS:	547.3700	547.37
1	1	N	C-EB25-MMT-1P HAV 2.5 1-PIECE EQUIPMENT MOUNTING BRACKET Warehouse: RROC MSRP: $33.00	23.1600	23.16
1	1	N	C-EB30-FSR-1P HAVIS FEDSIG PATHFINDER PF200 REMOTE HEAD FACEPL Warehouse: RROC MSRP: $33.00	23.1600	23.16

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	C-EB40-PAN-1P HAVIS EQIUPMENT BRACKET Warehouse: RROC MSRP: $33.00	23.1600	23.16
1	1	Y	C-FP-25 HAV 2.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC	34.7400	34.74
1	1	Y	C-FP-2 HAV 2.0 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC	34.7400	34.74
2	2	N	C-FP-05 HAV 0.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC MSRP: $13.00	9.1300	18.26
1	1	N	C-AP-0325-1 HAV 3" Accessory Pocket, 2.5" Deep Warehouse: RROC MSRP: $51.00	35.7900	35.79
2	2	N	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: RROC MSRP: $19.00 LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUNT	13.3300	26.66

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUN	55.0000	110.00
1	1	N	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: RROC MSRP: $230.00	161.4000	161.40
1	1	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: RROC MSRP: $367.00	257.5500	257.55
1	1	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC MSRP: $67.00	47.0200	47.02
1	1	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: RROC MSRP: $94.00	65.9700	65.97

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	DS-PAN-1502-4 HAV DOCKING STATION FOR PANASONIC TOUGHBOOK 40 LAPTOP Warehouse: RROC MSRP: $1,656.88 INCLUDES POWER SUPPLY AND QUAD PASSTHROUGH	1,162.7300	1,162.73
1	1	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: RROC MSRP: $589.00	462.9400	462.94
1	1	N	INFO ***** SINGLE CELL PRISONER LIGHT PROGRAMING ***** Warehouse: RROC Program the R/W light in the half cage to turn on rear passenger door open/turn off door closed.	0.0000	0.00
1	1	Y	P1300T21AOSB-R PG 2021+ TAHOE PRO-CELL PRISONER TRANSPORT SYSTEI Warehouse: RROC Single Compartment, Pro-Cell, 1/3 Partition, w/ Passenger Side Only Retractable Outboard Seat Belts	2,992.0000	2,992.00
1	1	Y	MISC PRO-CELL GUN RACK MOUNTING KIT Warehouse: RROC	345.0000	345.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

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Telephone: [redacted]
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Telephone: [redacted]
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: RROC MSRP: $250.31	158.1000	158.10
1	1	N	75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: RROC MSRP: $259.41	163.8400	163.84
1	1	N	HSN4032B UNITEDCC MOTO MCS 13W External Speaker Warehouse: RROC	101.1200	101.12
1	1	Y	MISC HAV SBX-PK3-C01-01-256-T2 REAR 2 DRWR PKG Warehouse: RROC Premium 2-Drawer Package with Heavy-Duty Lock & Trunk Trays for 2021-2024 Chevrolet Tahoe	4,245.3300	4,245.33
1	1	N	200-1475-00 STALKER 2021 Tahoe Ant/CU/Display Combo Mount Warehouse: RROC	225.0000	225.00
1	1	N	200-1476-00 STALKER 2021 Tahoe Rear Antenna Mount Warehouse: RROC	125.0000	125.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
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Contact: [redacted]
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E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	SZ451 PEERLESS TIRE CABLES Warehouse: RROC	298.4400	298.44
1	1	N	INFO REAR OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	Y	WEC-RPWT54-WBR WEC, REAR PILLAR, 2021-2023 TAHOE, RBW/RBW, TRIO Warehouse: RROC STEADY WHITE REVERSE AND BRAKE TORQUE RED	1,797.6000	1,797.60
1	1	Y	CCP WEC CORE CONTROL POINT Warehouse: RROC	181.6000	181.60
2	2	N	MPS123U-RBW Fed Fire MicroPulse® Ultra Warehouse: RROC MSRP: $272.00 ONE ON EACH SIDE OF PLATE - VERTICAL. STEADY WHITE FOR REVERSE AND BRAKE TORQUE RED.	133.3400	266.68
1	1	Y	B500T AME 5# (2A:10B:C) FIRE EXTINGUISHER W/VEHICLE BRKT Warehouse: RROC	75.0000	75.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: 5[redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: RROC ** Vendor shall install a county supplied Panasonic Arbitrator video camera system with: Arbitrator VPU, dash cam, prisoner cam, body mic & cradle, in-car mic, body cam cradle, battery backup, Lind trigger box, Bluetooth adapter, (2) wifi antennas, (2) 7' Cat6 network cables ** Vendor shall install & pre-wire county supplied (2) radio antennas, Motorola 8500 ignition cable, Cradlepoint antenna and ignition harness, STALKER Radar Cables ** Vendor shall provide a 5-year warranty for all installed lighting and wiring, with on-site repairs as requested	0.0000	0.00
1	1	Y	GRAPHICS GHOST GRAPHICS FOR VEHICLE Warehouse: RROC DSS GRAPHICS PACKAGE. INCLUDES INSTALLATION. GHOSTED ROOF NUMBER AND "IN GOD WE TRUST" ON REAR GATE LIKEK9 UNIT	1,450.0000	1,450.00
1	1	N	TINT FRONT TWO DOORS AT 30% VLT Warehouse: RROC MSRP. $225.00	199.0000	199.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

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SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: RROC MSRP: $147.99	125.0000	125.00
1	1	N	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: RROC MSRP: $82.99	55.0000	55.00
1	1	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: RROC MSRP: $65.49	45.0000	45.00
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: $500.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	462.5000	462.50
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC	6,210.0000	6,210.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/04/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**		

Print Date	10/08/25
Print Time	09:20:37 AM
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Subtotal	32,148.24
Freight	1,100.00
Order Total	33,248.24

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO 2026 CHEVY TAHOE 4X4 - WILCO SHERIFF - PATROL Warehouse: RROC	0.0000	0.00
1	1	N	INFO FRONT OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	N	INFO ACTIVATE FACTORY HEADLAMP FLASHER / WIGWAG Warehouse: RROC	0.0000	0.00
1	1	Y	MISC FED FDC-PB-TAH25 GRILLE GUARD 2025 TAHOE Warehouse: RROC	651.2300	651.23
1	1	N	DFC-LG-TAH21 FED SIG LOWER GUARDS FOR 2021-23 TAHOE PUSH BUMP Warehouse: RROC MSRP: $1,009.00	578.2400	578.24
1	1	N	DFC-UG-TAH21 FED SIG UPPER GUARDS FOR 2021-23 TAHOE PUSH BUMPE Warehouse: RROC MSRP: $678.00	388.7900	388.79

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	DFC-WC-TAH21 FED SIG WIRE COVERS, 2021-23 CHEVY TAHOE PUSH BUM Warehouse: RROC MSRP: $66.00	42.1100	42.11
1	1	N	DFC-TC4L-1 FED 4 Light Channel for Push Bumper, 21-23 TAHOE Warehouse: RROC MSRP: $56.00	33.6800	33.68
4	4	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 MOUNT IN TOP CHANNEL OF GRILLE GUARD CROSS MEMBER. STEADY WHITE FOR TAKEDOWN.	116.0000	464.00
4	4	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 MOUNT ONE ON EACH PITBAR. STEADY WHITE FOR ALLEY. MOUNT ONE ON EACH SIDE OF CENTER SECTION. STEADY WHITE ALLEY.	116.0000	464.00
2	2	Y	750501 FED AS124 100W HI-OUTPUT SPEAKER W/UNIVERSAL HARDWARE Warehouse: RROC	167.5900	335.18

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]l
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	DFC-SB-750501 FED SIG SPEAKER BRACKET FOR MOUNTING AS124 SPEAK Warehouse: RROC	66.3200	132.64
1	1	N	INFO SIDE OF VEHICLE Warehouse: RROC	0.0000	0.00
8	8	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 MOUNT FOUR ON EACH RUNNING BOARD W/ WEDGES. STEADY WHITE FOR ALLEY.	116.0000	928.00
4	4	N	MPSM6U-FPIU20SMW FED Wedge Kit - Two Wedges Per Kit Warehouse: RROC MSRP: $18.00	12.6300	50.52
1	1	N	PF400S17B FED SIG SIREN,400WATT,17BTN Warehouse: RROC	1,612.0000	1,612.00
1	1	N	RBKIT2-COMPACT FED SIG PAIR OF RUMBLER WOOFERS Warehouse: RROC MSRP: $593.00	433.3300	433.33

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted] [redacted]4 [redacted]
Contact: [redacted] **Telephone:** [redacted] **E-mail:** [redacted]	**Contact:** [redacted] **Telephone:** 6[redacted] **E-mail:** [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	RBC2-TAH21ND FED SIG DRIVER/PASSENGER RUMBLER BRACKET, 21+ TA Warehouse: RROC (2) Compact, no drill,(1) passenger side bracket and (1) driver side bracket, Chevrolet Tahoe, 2021-2024 MSRP: $69.00	0.0000	0.00
1	1	N	OBDCABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: RROC MSRP: $230.00	160.0000	160.00
1	1	N	PFSYNC-1 FED SIG SYNC MODULE Warehouse: RROC MSRP: $355.00	200.0000	200.00
3	3	N	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: RROC MSRP: $386.00	220.0000	660.00
3	3	N	PFSPLTR-4 FED SIG 4 TO 1 SPLITTER Warehouse: RROC MSRP: $59.00	51.0700	153.21

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO ROOF OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	Y	VALR51J-PF3AL FED SIG 51" VALOR LIGHBAR, RBW/RBW, RBW/RBA/RBA/R Warehouse: RROC	2,800.0000	2,800.00
1	1	N	HKB-TAH21-HP FED SIG 2022 SILVERADO PPV 52" LIGHT BAR Warehouse: RROC	0.0000	0.00
1	1	N	INFO INTERIOR OF VEHICLE Warehouse: RROC	0.0000	0.00
2	2	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 ONE IN EACH CARGO WINDOW ON BRACKET.	116.0000	232.00
2	2	N	MPSM6-LB FED SINGLE MPS600 OR MPS600U L-BRACKET KIT Warehouse: RROC MSRP: $19.00	12.6300	25.26

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E- [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	N	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: RROC MSRP: $95.00 ONE ABOVE CONSOLE, TWO ON CARGO HATCH, TWO ABOVE PRISONER SEATS. SWITCH IN CONSOLE FOR CAB LIGHT, SWITCH ON 'D' PILLAR FOR CARGO AND HATCH LIGHTING.	53.3400	266.70
1	1	N	INFO CONSOLE AND CONSOLE ACCESSORIES Warehouse: RROC	0.0000	0.00
1	1	Y	C-VS-1012-TAH-2 HAV 22" ANGLED CONSOLE, 2025 TAHOE PPV Warehouse: RROC FACEPLATES/BRACKETS:	547.3700	547.37
1	1	N	C-EB25-MMT-1P HAV 2.5 1-PIECE EQUIPMENT MOUNTING BRACKET Warehouse: RROC MSRP: $33.00	23.1600	23.16
1	1	N	C-EB30-FSR-1P HAVIS FEDSIG PATHFINDER PF200 REMOTE HEAD FACEPL Warehouse: RROC MSRP: $33.00	23.1600	23.16

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	C-EB40-PAN-1P HAVIS EQIUPMENT BRACKET Warehouse: RROC MSRP: $33.00	23.1600	23.16
1	1	Y	C-FP-25 HAV 2.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC	34.7400	34.74
1	1	Y	C-FP-2 HAV 2.0 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC	34.7400	34.74
2	2	N	C-FP-05 HAV 0.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: RROC MSRP: $13.00	9.1300	18.26
1	1	N	C-AP-0325-1 HAV 3" Accessory Pocket, 2.5" Deep Warehouse: RROC MSRP: $51.00	35.7900	35.79
2	2	N	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: RROC MSRP: $19.00 LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUNT	13.3300	26.66

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

[redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC LEAVE LOOSE IN CONSOLE FOR WILCO TO MOUN	55.0000	110.00
1	1	N	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: RROC MSRP: $230.00	161.4000	161.40
1	1	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: RROC MSRP: $367.00	257.5500	257.55
1	1	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC MSRP: $67.00	47.0200	47.02
1	1	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: RROC MSRP: $94.00	65.9700	65.97

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
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E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	DS-PAN-1502-4 HAV DOCKING STATION FOR PANASONIC TOUGHBOOK 40 LAPTOP Warehouse: RROC MSRP: $1,656.88 INCLUDES POWER SUPPLY AND QUAD PASSTHROUGH	1,162.7300	1,162.73
1	1	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: RROC MSRP: $589.00	462.9400	462.94
1	1	N	475-1677 JOTTO TAHOE 2021+ PARTITION W/UDRH Warehouse: RROC MSRP: $1,14.82	852.5100	852.51
1	1	N	475-1679 JOTTO HIGH SECURITY PARTITION EXTENSION PANELS Warehouse: RROC MSRP: $175.47	123.1500	123.15
1	1	N	475-1743 JOTTO BIO SEAT 21+ TAHOE Warehouse: RROC MSRP: $1,637.21	1,654.9500	1,654.95

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	WK0514TAH21 WINDOW BARRIER VS STEEL VERTICAL Warehouse: RROC MSRP: $329.00	258.5800	258.58
1	1	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: RROC MSRP: $319.00	250.7300	250.73
1	1	N	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: RROC MSRP: $250.31	158.1000	158.10
1	1	N	75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: RROC MSRP: $259.41	163.8400	163.84
1	1	N	HSN4032B UNITEDCC MOTO MCS 13W External Speaker Warehouse: RROC	101.1200	101.12

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
S[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC HAV SBX-PK3-C01-01-256-T2 REAR 2 DRWR PKG Warehouse: RROC Premium 2-Drawer Package with Heavy-Duty Lock & Trunk Trays for 2021-2024 Chevrolet Tahoe	4,245.3300	4,245.33
1	1	N	200-1475-00 STALKER 2021 Tahoe Ant/CU/Display Combo Mount Warehouse: RROC	225.0000	225.00
1	1	N	200-1476-00 STALKER 2021 Tahoe Rear Antenna Mount Warehouse: RROC	125.0000	125.00
1	1	N	SZ451 PEERLESS TIRE CABLES Warehouse: RROC	298.4400	298.44
1	1	N	INFO REAR OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	N	ELSD-TAH21RBW FED SIG D-PILLAR LIGHTING SYSTEM, RBW, 21+ TAHOE/SU Warehouse: RROC Lighting system, D-Pillar, 2021-2024 Chevrolet Tahoe/Suburban, Red/Blue/White MSRP: $2,414.00 STEADY WHITE FOR REVERSE. BRAKE TORQUE RED.	1,537.8200	1,537.82

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: 5[redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	MPS123U-RBW Fed Fire MicroPulse® Ultra Warehouse: RROC MSRP: $272.00 ONE ON EACH SIDE OF PLATE - VERTICAL. STEADY WHITE FOR REVERSE AND BRAKE TORQUE RED.	133.3400	266.68
1	1	Y	B500T AME 5# (2A:10B:C) FIRE EXTINGUISHER W/VEHICLE BRKT Warehouse: RROC	75.0000	75.00
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: RROC ** Vendor shall install a county supplied Panasonic Arbitrator video camera system with: Arbitrator VPU, dash cam, prisoner cam, body mic & cradle, in-car mic, body cam cradle, battery backup, Lind trigger box, Bluetooth adapter, (2) wifi antennas, (2) 7' Cat6 network cables ** Vendor shall install & pre-wire county supplied (2) radio antennas, Motorola 8500 ignition cable, Cradlepoint antenna and ignition harness, STALKER Radar Cables ** Vendor shall provide a 5-year warranty for all installed lighting and wiring, with on-site repairs as requested	0.0000	0.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: RROC DSS GRAPHICS PACKAGE. INCLUDES INSTALLATION.	1,450.0000	1,450.00
1	1	N	TINT FRONT TWO DOORS AT 30% VLT Warehouse: RROC MSRP. $225.00	199.0000	199.00
1	1	N	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: RROC MSRP: $147.99	125.0000	125.00
1	1	N	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: RROC MSRP: $82.99	55.0000	55.00
1	1	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: RROC MSRP: $65.49	45.0000	45.00

Print Date	02/28/25
Print Time	09:03:17 AM
Page No.	13

Printed By: [redacted]

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: [redacted]

Sales Quote No.	[redacted]
Customer No.	[redacted]

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	(For Pickup) [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Contact: [redacted]
Telephone: [redacted]
E-mail: [redacted]

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
[redacted]	[redacted] ROUND ROCK	[redacted]	[redacted]

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: $500.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	462.5000	462.50
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC	6,210.0000	6,210.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	02/28/25
Print Time	09:03:17 AM
Page No.	14

Printed By: [redacted]

Subtotal	32,528.29
Freight	1,100.00
Order Total	33,628.29

Commissioners Court - Regular Session **11.**

Meeting Date: 11/04/2025

Assets for Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through transfer, pursuant to Texas Local Government Code 263.152, for the period of October 01, 2025, through October 26, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:36 AM
Form Started By: Cheryl Johnson		Started On: 10/21/2025 02:09 PM
Final Approval Date: 10/28/2025		

Asset Status Change

Lookup Description	metal filing cabinet
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 drawer metal filing cabinet
1. Oracle Asset #(s):	Not tracked in Oracle.
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✔ Stephanie Lloyd 9/10/2025 3:51 PM 1.0
Receiving Dept.	County Clerk
Receiving Department Contact Person:	Brad Weems
Receiving Dept. Contact Ph#:	943-1150
Elected Official/Dept Head/Authorized Signer:	Brad Weems
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Brad Weems 9/10/2025 4:00 PM 4.0
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/4/2025
Agenda Item:	38407

Commissioners Court - Regular Session **12.**

Meeting Date: 11/04/2025

Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Please see the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Auction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:36 AM
Form Started By: Cheryl Johnson		Started On: 10/21/2025 02:04 PM
Final Approval Date: 10/28/2025		

Asset Status Change for Commissioners Court

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
71	AV Eqp 2025	SALE at the earliest auction	Approved	Review Completed		11/4/2025	38406	7/10/2025 10:20 AM	Damaris Morales	Monthly Report	Auction	Yes
159	3 COMPUTERS, 1 PRINTER	SALE at the earliest auction	Approved	Review Completed		11/4/2025	38406	9/23/2025 3:20 PM	Brian Olson	Monthly Report	Auction	Yes
160	Panasonic FZ55 Dock	SALE at the earliest auction	Approved	Review Completed		11/4/2025	38406	9/24/2025 10:40 AM	Patrick Youngren	Monthly Report	Auction	Yes

Commissioners Court - Regular Session **13.**

Meeting Date: 11/04/2025

Brinegar Listing Agreement Extension

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on an Amendment to the Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties to extend the listing agreement from its current expiration date of October 1, 2025, to September 30, 2026, in relation to the sale of the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brinegar Propt Listing Agreement Extension Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/23/2025 11:13 AM
Form Started By: Hal Hawes		Started On: 10/22/2025 04:53 PM
Final Approval Date: 10/23/2025		

Docusign Envelope ID: 94C0B957-A1B8-402C-8FAE-F2642B93B33B

TEXAS REALTORS

AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2004

AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

747 County Road 138, Hutto, 78634

"Owner" means the seller or landlord of the above-referenced Property.

Effective **October 1, 2025**, Owner and Broker amend the above-referenced Listing as follows:

☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: $ _____.

☒ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: **September 30, 2026**.

☐ C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) _____.
The Listing is not terminated and remains in effect for all other purposes.

☐ D. Paragraph(s) _____ are changed as follows:

Brinegar Properties
Broker's (Company's) Printed Name **9002570** License No.

DocuSigned by:
By: Brentley Brinegar 8/18/2025
1CFC35EFC67F449...
Broker's Associate's Signature Date

Brentley Brinegar

Seller or Landlord Date
Williamson County Texas

Seller or Landlord Date

Brinegar Properties, 401 W Anderson Ave Round Rock TX 78664 Phone: 512.940.0188 Fax: 747 County Road
Brentley Brinegar
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Commissioners Court - Regular Session **14.**

Meeting Date: 11/04/2025

Approval of selection criteria for RFCSP #25RFCSP87 Expo AV Upgrade for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the selection criteria weight for pricing for RFCSP #25RFCSP87 Expo AV Upgrade and in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria.

Background

Pursuant to Chapter 2269, Subchapter D of the Texas Government Code, Sec. 2269.153. PREPARATION OF REQUEST, staff is recommending and requesting the selection criteria for RFCSP #25RFCSP87 Expo AV Upgrade, approved to issue on 10.14.2025, item #19, with funding sources P648 and P635, assign a price weighted value of not less than 36.9 percent of the total weighted scoring of all selection criteria for the solicitation. This scoring strategy will allow for more flexibility on scoring the other pertinent criteria for this project. Approval of a price scoring weight below 50 percent for a RFCSP solicitation requires governing body approval. The point of contact is Michelle Mckinney.

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	10/28/2025 11:37 AM
Form Started By: Johnny Grimaldo		Started On: 10/22/2025 09:26 AM
Final Approval Date: 10/28/2025		

Commissioners Court - Regular Session **15.**

Meeting Date: 11/04/2025

Consent to Modify Equipment

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

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding a Consent to Modify Equipment with SBA Towers for modifications to the tower structure located at 155 Carlson Cove, Georgetown, Texas.

Background

Williamson County leases a parcel of land at 155 Carlson Cove, Georgetown, TX to SBA Towers, and any modifications to the tower structure and/or RF equipment must be reviewed by Williamson County to ensure changes do not have a negative impact on Williamson County's radio communications network.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SBA Towers - Consent to Modify

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 11:20 AM
Form Started By: Wendy Coco		Started On: 10/22/2025 10:45 AM
Final Approval Date: 10/22/2025		

8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
F + 561.995.7626

sbasite.com

Via Email
thomas.piche@wilcotx.gov

September 18, 2025

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

Re: Consent to Modify Equipment
SBA Site /Name: TX189AE-A-02 / Georgetown 7, TX
Site Address: 8580 Verree Road, Philadelphia, PA 19111

Dear Landlord,

In accordance with Section C of the Tower Lease Agreement dated April 25, 2023, SBA Towers XI, LLC is formally requesting Williamson County's consent to modify Verizon Wireless' equipment at the site referenced above. Structural Analysis Docs are included for your review.

To proceed with this arrangement, we kindly ask for your acknowledgment of this consent. Please have an authorized representative of Williamson County sign and date the indicated space below to confirm your approval for Verizon Wireless' equipment modification.

We would appreciate your prompt response, which can be sent via email to my attention at groundleasing@sbasite.com. If you have any questions, please feel free to contact us at the email address provided above.

Very truly yours,

Vicki Passy
Paralegal II, Site Leasing
SBA Towers XI, LLC

SIGNED CONSENT

_____
Williamson County

Print: _____

Title: _____

Date: _____

Attachment(s): Structural Due Diligence Docs

Commissioners Court - Regular Session **16.**

Meeting Date: 11/04/2025

Award of RFP #25RFP72 for Fire and Safety Maintenance, Inspection and Testing to Blackhawk Fire & Safety LLC for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #25RFP72 to Blackhawk Fire & Safety LLC for Fire and Safety Maintenance, Inspection and Testing Services for Facilities Management and authorize this Master Service Agreement in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) per fiscal year and authorize execution of this agreement.

Background

Williamson County sent out Four Hundred and Forty-Four (448) notifications with Forty-Eight (48) document takers and received Five (5) submittals. The responses were evaluated and the top-rated vendor, Blackhawk Fire & Safety LLC, submitted a Best and Final Offer (BAFO) and a contract was negotiated. It is recommended that Williamson County award this Master Service Agreement to Blackhawk Fire & Safety LLC. The funding source is 01.0100.0510.004100, the Origination Number is 3170, and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract 25RFP72 MSA with Blackhawk Fire & Safety

Recommendation letter

Score sheet

BAFO

1295 Form Blackhawk REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 04:45 PM
Form Started By: Vickie Johnson		Started On: 10/16/2025 10:56 AM
Final Approval Date: 10/21/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH BLACKHAWK FIRE AND SAFETY, LLC

(Fire and Safety Maintenance Services, Inspection and Testing)

(Request For Proposal #25RFP72 FY26-FY27)

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

THIS MASTER SERVICES AGREEMENT 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 **Blackhawk Fire and Safety, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions and in accordance with the responses to the County's Request for Proposal #25RFP72:

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 Fire and Safety Maintenance Services, Inspection and Testing throughout Williamson County Facilities listed in the **Preventative Maintenance Fee Structure for Annual Inspections and Locations** spreadsheet attached 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: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and continue through September 30, 2027. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for four (4) additional one (1) year 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 SOW's and in accordance with the prices listed in the **Price List and Materials Markup** sheets marked as **Exhibit "B,"** hereto. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year.

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

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

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

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

As a minimum, invoices shall include:

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

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

XII.

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

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

XIII.

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.

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
Blackhawk Fire& Safety, LLC
3000 Hawks Swoop Trl.
Pflugerville, TX 78660

XXV.

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

XXVI.

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

XXVII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this 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. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Documents Responsive to County's Request for Proposal #25RFP72;
C. Statements of Work issued under the Agreement and
D. Insurance certificates evidencing coverages required herein above and

In the event a dispute arises between terms and conditions of: (1) this Master Service Agreement by Williamson County and (2) Documents Responsive to County's Request for Proposal #25RFP72 and (3) Statements of Work issued under the Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Master Service Agreement by Williamson County then (2) Documents Responsive to County's Request for Proposal #25RFP72 then (3) Statements of Work issued under the Agreement.

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___

BLACKHAWK FIRE& SAFETY, LLC:

_____
Authorized Signature

Brad Hollingsworth
Printed Name

Dated: October 15, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 15 2025 Time: 3:45 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 15 2025 **Time:** 3:15 pm

Exhibit "A"
Preventative Maintenance Fee Structure for Annual Inspections and Locations

Service Provider must complete and submit the structure for work to be performed including costs from all anticipated subcontractors, as follow in the Preventative Maintenance Fee Structure for Annual inspections; Fire Systems Preventive Maintenance Unit Price Bidding Sheet.

The facilities are listed as follows:

						Hoods		Sprinkler											
#	Facility Name	Year Built	City of Jurisdiction	Fire Alarm	Vesda PM	Hood	Links-(Total)	Annual	3-Year	5-Year	Fire Pump	Monthly Run Test	Clean Agent System	Pre-Action System	Fire Hose & Replacement	Backflow Devices	Extinguishers	Hydrants	Emergency Exit Sign/Light	Building Total
1008	Sheriff Administration/Jail Parking Garage	2003	Georgetown	$ 9,500.00		$ 800.00	$ 650.00	$ 3,200.00	$ 1,500.00	$ 2,100.00	$ 500.00	$ 1,815.00			$ 3,250.00	$ 900.00	$ 750.00		$ 750.00	$ 25,715.00
1009	Justice Center	South-1988 North-2005	Georgetown	$ 7,500.00				$ 1,750.00		$ 750.00			$ 600.00		$ 2,550.00	$ 600.00	$ 300.00		$ 800.00	$ 14,850.00
1032	Cedar Park Annex	1997	Cedar Park	$ 750.00				$ 400.00		$ 500.00						$ 600.00	$ 100.00		$ 500.00	$ 2,850.00
1043	Inner Loop Annex	2004	Georgetown	$ 1,700.00				$ 750.00		$ 900.00	$ 500.00	$ 1,815.00				$ 600.00	$ 150.00		$ 400.00	$ 6,815.00
1045	Juvenile Justice Center (current)	2001	Georgetown	$ 5,200.00	$ 700.00	$ 750.00	$ 350.00	$ 2,200.00	$ 750.00	$ 2,500.00				$ 450.00		$ 300.00	$ 350.00	$ 1,000.00	$ 2,000.00	$ 16,550.00
1000	Historical Courthouse	2002	Georgetown	$ 1,250.00				$ 500.00	$ 550.00	$ 650.00				$ 450.00		$ 350.00	$ 125.00		$ 450.00	$ 4,325.00

Grand Total **$ 71,105.00**

Exhibit “B”
Price List and Materials Markup

Service Provider 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.

Position-Fire Alarm Technician 24 Hours Response		
Normal Hours* hourly rate:	$	125.00
After Regular Hours** hourly rate:	$	187.50

Position-Fire Alarm Technician 2 Hours Response		
Normal Hours* hourly rate:	$	125.00
After Regular Hours** hourly rate:	$	187.50

Position-Apprentice Technician 24 Hours Response		
Normal Hours* hourly rate:	$	85.00
After Regular Hours** hourly rate:	$	127.50

Position-Position-Apprentice Technician 2 Hours Response		
Normal Hours* hourly rate:	$	85.00
After Regular Hours** hourly rate:	$	127.50

* Normal Hours are defined as **6:00 AM - 6:00 PM** Monday through Friday.

** After Hours is defined as any hours that fall outside of Normal Hours (**6:01 PM-5:59 AM**) or Weekends or Approved Williamson County Holidays.

Service Provider shall provide the percentage for materials and equipment, which will be invoice to Williamson County under this contract.

Materials Remedial Repairs-Markup (Materials not covered under schedule service)		
*Service Provider may invoice for parts and materials on a cost-plus basis. The Service Provider may invoice at	**15.0%**	markup.

Equipment Rental Mark-up		
**Service Provider may invoice for equipment rental on a cost-plus basis. The Service Provider may invoice at	**15.0%**	markup.

Parts and Materials 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 Service Provider any documentation that reflects price for verification purposes.

Cost is defined as sales receipt or invoiced amount from supplier or subcontractor. Williamson County reserves the right to require receipts, invoices or other backup documentation to verify pricing and Service Provider's invoice.

Remainder of this document intentionally left blank

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
facilities@wilcotx.gov

September 23, 2025

To: Williamson County Purchasing Department

Re: 25RFP72 - Fire and Safety Maintenance Services, Inspection and Testing
Recommendation of Agreement Award

The RFP Evaluation Committee recommends awarding Fire Systems Maintenance and Repair Services to Blackhawk Fire & Safety, LLC. This evaluation is based on all criteria outlined in 25RFP72 - Fire and Safety Maintenance Services, Inspection and Testing. Proposal pricing is within budget for these services.

Blackhawk Fire & Safety, headquartered in Pflugerville, Texas, has provided inspection, testing, maintenance, and repair services since 2020. The company employs properly licensed personnel in applicable fields such as fire sprinkler licensing and backflow testing to ensure that fire alarms and other safety systems are fully inspected, maintained, repaired, and tested in accordance with the requirements outlined in the solicitation. Blackhawk has completed projects for various municipalities throughout Central Texas. Since 2022, Blackhawk has provided ongoing services for Williamson County.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract based on the committee's evaluation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

Williamson County 25RFP72 Fire and Safety Maintenance Services, Inspection and Testing for Williamson County, Texas Evaluation Date Thursday September 18, 2025 @ 10:00 am		Siemens Industry, Inc.	Blackhawk Fire Safety, LLC	API Group Life Safety dba Western States Fire Protection Company	Koetter Fire Protection of Austin, LLC	OccuPros
Evaluation Criteria	**Max Points**					
Proposal Requirements and Completeness of Proposal •Attachment J- Form CIQ-Conflict of Interest Questionnaire, •Attachment K-Proposal Affidavit (Signature)	**P/F**	Pass	Pass	Pass	Pass	Pass
Relevant Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	**35**	29	29	29	29	15
Price •Attachment F-Pricing Sheet	**30**	9	30	5	0	0
Proposed Methodology •Attachment M-Proposed Methodology	**20**	20	18	17	0	20
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	**15**	0	10	0	5	0
Total	**100**	**58**	**87**	**51**	**34**	**35**

[redacted]

[redacted]

Pricing	Siemens Industry, Inc.	Blackhawk Fire Safety, LLC	API Group Life Safety dba Western States Fire Protection Company	Koetter Fire Protection of Austin, LLC *	OccuPros *
Labor Rates - 24 hrs Response Technician					
Normal Hrs.	$ 167.00	$ 125.00	$ 140.00	Not Provided	$ 67.00
After Regular Hrs.	$ 250.00	$ 187.50	$ 210.00		$ 100.50
Labor Rates - 24 hrs Response Apprentice					
Normal Hrs.	$ 130.00	$ 85.00	$ 140.00	Not Provided	$ 48.00
After Regular Hrs.	$ 195.00	$ 127.50	$ 210.00		$ 72.00
Labor Rates - 2 hrs Response Technician					
Normal Hrs.	$ 167.00	$ 125.00	$ 140.00	Not Provided	$ 83.75
After Regular Hrs.	$ 250.00	$ 187.50	$ 210.00		$ 125.63
Labor Rates - 2 hrs Response Apperentice					
Normal Hrs.	$ 130.00	$ 85.00	$ 140.00	Not Provided	$ 60.00
After Regular Hrs.	$ 195.00	$ 127.50	$ 210.00		$ 90.00
ee Service Grand Total	$ 234,098.00	$ 72,355.00	$ 398,263.72	Not Provided	$ 62,888.31
& Material % Markup	30%	15%	0%	25%	25%
nent Rental % Markup	30%	15%	0%	25%	15%

Highest Value

Lowest Value

Price Points

Grand Total PM FEE Formula: (lower rate/respondent rate)*30	9	30	5	0	0

*vendor did NOT update after addendum

Note: The pricing scores are based only on vendors who submitted updated pricing proposals after Addendum No. 1. Any vendor who failed to update is assigned a score of 0 for pricing. For all others, scores are calculated using the lowest compliant fee as the baseline to ensure fairness and compliance.

Williamson County 25RFP72- Williamson County Fire Alarm & Related Systems for Williamson County, Texas Attachment Completed (Yes or No, or highlighted yellow for missing or incomplete)	**Siemens Industry, Inc.**	**Blackhawk Fire Safety, LLC**	**API Group Life Safety dba Western States Fire Protection Company**	**Koetter Fire Protection of Austin, LLC**	**OccuPros**
· Attachment D-Table of Contents,					
· Attachment J- Form CIQ-Conflict of Interest Questionnaire,		Yes			
· Attachment K-Proposal Affidavit (Signature),	Yes	Yes	Yes	Yes	Yes
· Attachment L-FEMA Addendum to mean FEMA Required Contract Provisions					
· Attachment C-Transmittal Letter,	Yes	Yes	Yes	Yes	Yes
· Attachment E-Executive Summary,	Yes	Yes	Yes	Yes	Yes
· Attachment H-Similar Contracts					
· Attachment F-Pricing Sheet	Yes	Yes	Yes		Yes
· Attachment M-Proposed Methodology	Yes	Yes	Yes		Yes Note: Pricing Sheet Old Version prior Addendum
· Attachment G-Proposal References,	Yes	Yes	Yes	Yes	Yes Note: Only 1 Contact Email provided (ref. #2); missing for ref. #1 & 3
· Attachment I-Cancelled or Terminated Contracts	Yes	Yes	Yes	Yes	Yes
Missing or incomplete or signature outdated					

	Siemens Industry, Inc.	Blackhawk Fire Safety, LLC	API Group Life Safety dba Western States Fire Protection Company	Koetter Fire Protection of Austin, LLC	OccuPros
References Responses		2		1	

Pricing Sheet

Respondent Legal Entity Name: **Blackhawk Fire & Safety, LLC**

This attachment, **sections A, B, C and D**, shall be completed and returned with the applicant response. Failure to return this completed attachment will result in the disqualification of the response.

After award and as individual projects are identified, Successful Respondent will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Successful Respondent shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

A. Respondent Contact Information in case of Emergency:

Emergency Contact Personnel:	Brad Hollingsworth
Business Hours Phone Number:	512-202-3227
After Hours/Emergency Phone Number:	512-786-1807
Email Address:	brad@blackhawkfs.com

Note: Successful Respondents may not add qualifications, conditions, exceptions, variations, or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications shall not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

B. Respondent 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.

Position-Fire Alarm Technician 24 Hours Response		
Normal Hours* hourly rate:	$	125.00
After Regular Hours** hourly rate:	$	187.50

Position-Fire Alarm Technician 2 Hours Response		
Normal Hours* hourly rate:	$	125.00
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Position-Apprentice Technician 24 Hours Response		
Normal Hours* hourly rate:	$	85.00
After Regular Hours** hourly rate:	$	127.50

Position-Position-Apprentice Technician 2 Hours Response		
Normal Hours* hourly rate:	$	85.00
After Regular Hours** hourly rate:	$	127.50

* Normal Hours are defined as **6:00 AM - 6:00 PM** Monday through Friday.

** After Hours is defined as any hours that fall outside of Normal Hours (**6:01 PM-5:59 AM**) or Weekends or Approved Williamson County Holidays.

C. Respondent must complete and submit the structure for work to be performed including costs from all anticipated subcontractors, as follow in the Preventative Maintenance Fee Structure for Annual inspections; Fire Systems Preventive Maintenance Unit Price Bidding Sheet.

The facilities are listed as follows:

						Hoods		Sprinkler											
#	Facility Name	Year Built	City of Jurisdiction	Fire Alarm	Vesda PM	Hood	Links-(Total)	Annual	3-Year	5-Year	Fire Pump	Monthly Run Test	Clean Agent System	Pre-Action System	Fire Hose & Replacement	Backflow Devices	Extinguishers	Hydrants	Emergency Exit Sign/Light	Building Total
1008	Sheriff Administration/Jail Parking Garage	2003	Georgetown	$ 9,500.00		$ 800.00	$ 650.00	$ 3,200.00	$ 1,500.00	$ 2,100.00	$ 500.00	$ 1,815.00			$ 3,250.00	$ 900.00	$ 750.00		$ 750.00	$ 25,715.00
1009	Justice Center	South-1988 North-2005	Georgetown	$ 7,500.00				$ 1,750.00		$ 750.00			$ 600.00		$ 2,550.00	$ 600.00	$ 300.00		$ 800.00	$ 14,850.00
1032	Cedar Park Annex	1997	Cedar Park	$ 750.00				$ 400.00		$ 500.00						$ 600.00	$ 100.00		$ 500.00	$ 2,850.00
1043	Inner Loop Annex	2004	Georgetown	$ 1,700.00				$ 750.00		$ 900.00	$ 500.00	$ 1,815.00				$ 600.00	$ 150.00		$ 400.00	$ 6,815.00
1045	Juvenile Justice Center (current)	2001	Georgetown	$ 5,200.00	$ 700.00	$ 750.00	$ 350.00	$ 2,200.00	$ 750.00	$ 2,500.00				$ 450.00		$ 300.00	$ 350.00	$ 1,000.00	$ 2,000.00	$ 16,550.00
1000	Historical Courthouse	2002	Georgetown	$ 1,250.00				$ 500.00	$ 550.00	$ 650.00				$ 450.00		$ 350.00	$ 125.00		$ 450.00	$ 4,325.00

Grand Total **$ 71,105.00**

D. Respondent shall provide the percentage for materials and equipment, which will be invoice to Williamson County under this contract.

Materials Remedial Repairs-Markup (Materials not covered under schedule service)		
*Successful Respondent may invoice for parts and materials on a cost-plus basis. The contactor may invoice at	**15.0%**	markup.

Equipment Rental Mark-up		
**Successful Respondent may invoice for equipment rental on a cost-plus basis. The contactor may invoice at	**15.0%**	markup.

Parts and Materials 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.

Cost is defined as sales receipt or invoiced amount from supplier or subcontractor. Williamson County reserves the right to require receipts, invoices or other backup documentation to verify pricing and Successful Respondent's invoice.

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:
2025-1377073

Date Filed:
10/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Blackhawk Fire & Safety
Pflugerville, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25RFP72
Inspections, testing & maintenance of fire protection systems

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bradley, Hollingsworth	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of Texas, on the 15 day of October (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:
2025-1377073

Date Filed:
10/15/2025

Date Acknowledged:
10/16/2025

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

Blackhawk Fire & Safety
Pflugerville, TX United States

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

Williamson County

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

25RFP72
Inspections, testing & maintenance of fire protection systems

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bradley, Hollingsworth	Pflugerville, 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 **17.**

Meeting Date: 11/04/2025

Approval of Master Service Agreement No. 2026-005 for Septic Pumping Services with All Cen-Tex Septic & Drain Service, Inc. 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 Agreement No. 2026-005 with All Cen-Tex Septic & Drain Service, Inc. in the not-to-exceed amount of One Hundred Thousand Dollars ($100,000.00) per year, exempting this purchase from competitive bidding requirements per Local Gov't Code Section 262.0245 to the extent practicable under the circumstances, for the County purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid and authorizes the execution of the agreement.

Background

Facilities Management submitted this request for a FY26 MSA for Septic Pumping Services on an on-needed basis at various Williamson County Facilities with All Cen-Tex Septic & Drain Service, Inc. as we were not successful in obtaining responses for our 25RFP67 Septic Systems Services Solicitation. This MSA will be valid as of the date of execution through September 30, 2026. A new solicitation will be reissued at that time. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached to Origination #3470. The funding source is 01.0100.0509.004500 and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Septic & Drain Service, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 04:53 PM
Form Started By: Michelle McKinney		Started On: 10/23/2025 04:41 PM
Final Approval Date: 10/27/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH ALL CEN-TEX SEPTIC & DRAIN SERVICE, 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 **ALL CEN-TEX SEPTIC & DRAIN SERVICE, 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 septic pumping as needed throughout 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 and in accordance with **Service Provider's Pricing Sheets attached as Exhibit "A"**.

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

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall 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 up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

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

IV.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, 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.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with

all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

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

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

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

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

As a minimum, invoices shall include:

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

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

XII.

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

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

XIII.

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

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

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

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

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

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

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

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

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

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

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

XIV.

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

XV.

Warranty: Service Provider warrants to the County that materials, workmanship and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the County, that the work will be free from defects not inherent in the quality required

or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVI.

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

XVII.

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

XVIII.

No Assignment: Service Provider may not assign this Agreement.

XIX.

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

XX.

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

XXI.

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

XXII.

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

any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXIII.

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

XXIV.

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

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

SERVICE PROVIDER
ALL CEN-TEX SEPTIC & DRAIN SERVICE, INC.
PO Box 545
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 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.

XXVII.

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

A. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
B. Service Provider's Pricing Sheet 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) Service Provider's Pricing Sheet attached as Exhibit "A" 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) then (2) Service Provider's Pricing Sheet attached as Exhibit "A" then (3) Statements of Work (SOWs) issued under the Agreement.

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___

ALL CEN-TEX SEPTIC & DRAIN SERVICE, INC.

_____
Authorized Signature

Josef Negrete
Printed Name

Dated: October 20th, 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 20 2025 **Time:** 2:10 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 20 2025 Time: 3:50 pm

Exhibit "A"
Service Provider's Pricing Sheets

Service Provider shall complete and submit the structure for work to be performed including costs from all anticipated subcontractors, as follow in the Current facilities are listed as follows:

Building Code	Facility Name	Address	Equipment & Service	Unit of Measure	Estimated Quantity	Quantity	Frequency	*Unit Service Cost	Annual Cost	** Inspection	***Site Visit (Yes/No)
1005	Justice Center	405 MLK, Georgetown, TX	Lift Station	Each	N/A	1	Annually	$ 695.00	$ 695.00	N/A	No
1000	Historical Courthouse	710 Main Street, Georgetown, TX	Lift Station	Each	N/A	1	Semi-Annually	$ 695.00	$ 1,390.00	$ -	
1092	Animal Shelter	1855 SE Inner Loop, Georgetown, TX	Animal hair/fur and sediment traps/pit	Per Trap/Pit	N/A	1	Quartely	$ 695.00	$ 2,780.00	$ -	
1047	Taylor Expo Center	5350 Bill Pickett Trail, Taylor, TX	Animal hair/fur and sediment traps/pit	Per Trap/Pit	N/A	2	Quartely	$ 1,500.00	$ 12,000.00	$ -	
1047	Taylor Expo Center	5350 Bill Pickett Trail, Taylor, TX	Grease Traps (2)	Gallons	1500	2	Quartely	$ 745.00	$ 5,960.00	$ -	
1011	Lott	107 S Holly Street, Georgetow, TX	Lift Station	Each	N/A	1	Semi-Annually	$ 695.00	$ 1,390.00	$ -	
1019	305 MLK	305 MLK Street, Georgetown, TX	Lift Station	Each	N/A	1	Semi-Annually	$ 695.00	$ 1,390.00	$ -	
1020	303 MLK	303 MLK Street, Georgetown, TX	Lift Station	Each	N/A	1	Semi-Annually	$ 695.00	$ 1,390.00		
1075	Sheriff Office Training Center	8160 ChandlerRoad, Hutto, TX	Septic (4)	Gallons	1500	4	Semi-Annually	$ 2,200.00	$ 17,600.00	$ -	
1050	Gun Range	3901 County Road 130 Hutto, TX	Septic (2)	Gallons	1500	3	Annually	$ 785.00	$ 2,355.00	$ -	
1081	Liberty Hill Annex - CSCD	3803 FM 1869 Liberty Hill, TX	Septic	Gallons	1750	1	Annually	$ 1,010.00	$ 1,010.00	$ -	
1068	Blackland Heritage County Park-House	12000 E Hwy 29, Georgetown, TX	Septics (2)	Gallons	N/A	2	Annually	$ 745.00	$ 1,490.00	$ -	
1088	Berry Springs Park	1801 CR152 Georgetwon, TX	Septics (4)	Gallons	N/A	4	Annually	$ 720.00	$ 2,880.00	$ -	
1088	Berry Springs Park	1801 CR152 Georgetwon, TX	Pit Toilet Single (1)	Each	N/A	1	Annually	$ 720.00	$ 720.00	$ -	
1087	River Ranch Park	194 Reveille Way, Liberty Hill,	Septics (8)	Gallons	N/A	8	Annually	$ 695.00	$ 5,560.00	$ -	
1087	River Ranch Park	194 Reveille Way, Liberty Hill,	Pit Toilet Single (2)	Gallons	N/A	2	Annually	$ 695.00	$ 1,390.00	$ -	
1087	River Ranch Park	194 Reveille Way, Liberty Hill,	Pit Toilet Double (4)	Gallons	N/A	4	Annually	$ 695.00	$ 2,780.00	$ -	
1070	Hwy 29 House - Leased	9769 State Hwy. 29 W, Georgetown, TX	Septic	Gallons	N/A	1	Annually	$ 695.00	$ 695.00	$ -	
1063	Facilities Management	3101 SE Inner Loop, Georgetown, TX	Lift Station	Each	N/A	1	Semi-Annually	$ 720.00	$ 1,440.00	$ -	
	Hidden Springs	Florence, TX	Septic	Gallons	N/A	1	Annually	$ -	$ -	$ -	
								Annual Total	**$ 64,915.00**	**$ -**	

Legend

* Service costs are based on the frequency and quantity of services performed.

** Performed once per fiscal year to be completed in the 2nd quarter.

*** Indicate Yes (Y) or No (N) in dedicated column for each listed generator. If site visit occurred prior to bid submission.

Service Provider shall provide the unit price, which will be invoice to Williamson County under this contract. Unit prices are for Williamson County business hours of 8:00 am - 5:00 pm

Item #	Unit of Measure	Estimated Quanity	Not to Exceed Unit Price	Estimated time of Job per tank	Additional Price per tank over initial estimate	Disposal Price	Pressure Wash Equipment
Septic Pumping, hauling, and proper disposal of sludge, scum and sewage services	Gallons	0 - 1,000	$ 700.00	30 minutes	$ 100.00	$ 100.00	$ 250.00
Septic Pumping, hauling, and proper disposal of sludge, scum and sewage services	Gallons	1,001 - 1,750.00	$ 720.00	30 minutes	$ 100.00	$ 100.00	$ 250.00
Septic Pumping, hauling, and proper disposal of sludge, scum and sewage services	Gallons	1,501 - 2,000.00	$ 1,000.00	60 minutes	$ 100.00	$ 100.00	$ 250.00
Septic Pumping, hauling, and proper disposal of sludge, scum and sewage services	Gallons	2,001 - 2,500	$ 1,500.00	60 minutes	$ 100.00	$ 500.00	$ 250.00
Septic Pumping, hauling, and proper disposal of sludge, scum and sewage services	Gallons	2,501 - 3,000	$ 2,000.00	60 minutes	$ 100.00	$ 500.00	$ 250.00
Septic Pumping, hauling, and proper disposal of sludge, scum and sewage services	Gallons	> 3,001	$ 2,500.00	60 minutes	$ 100.00	$ 500.00	$ 250.00
Inspection of Septic Tank to inlcude photos with repair recommendations, as needed	Per Tank	N/A	$ 500.00	30 minutes	$ 50.00		
Provide decomposition additives, bacteria, enzymes and flocculants for proper reduction of organic soluble compounds to septic tanks and systems	Quarterly	1	$ 150.00	15 minutes	$ 50.00		
Lift stations/systems maintenance and services	Each	1	$ 500.00	30 minues	$ 50.00		
Maintenance of animal hair/fur and sediment traps/pit	Quarterly	3	$ 3,000.00	60 minutes	$ 100.00		
Inspection of animal hair/fur and sediment trap/pit to include photos with repair recommendations, as needed	Per Trap/Pit	1	$ 1,000.00	60 minutes	$ 100.00		

Cost is defined as sales receipt or invoiced amount from supplier or subcontractor. Williamson County reserves the right to require receipts, invoices or other backup documentation to verify pricing and Successful Respondent's invoice.

Service Provider 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.

Position-Qualified Service Technician		
Normal Hours* hourly rate:	$	400.00
After Regular Hours** hourly rate until midnight:	$	800.00
After Regular Hours** hourly rate 12:01 am - 7:59 am:	$	1,000.00
Weekend County approved Holidays until 12:00 am	$	800.00
Weekend County approved Holidays until 12:01 am - 7:59 am	$	1,000.00
Price per gallon for disposal	$	0.20
Service Period-Emergency Response during Regular Hours		
Normal Hours* hourly rate-**Qualified Service Technician**:	$	400.00
Price per gallon for disposal	$	0.20
Service Period-Emergency Response Weekends or Approved Holidays		
Hourly rate-**Qualified Service Technician**:	$	-
Price per gallon for disposal	$	0.20
Price per gallon for disposal	$	0.20

* Normal Hours are defined as **8:00 AM - 5:00 PM** Monday through Friday.

** After Hours is defined as any hours that fall outside of Normal Hours **(5:01 PM-7:59 AM)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1380886

Date Filed:
10/23/2025

Date Acknowledged:

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

all cen tex
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.

Wilco purchasing

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.

2026-005
Pumping of septic,sewage,grease and hair traps

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Facilities @ Wilco	Georgetown TX, Williamson		

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

6 UNSWORN DECLARATION

My name is Josef Negrete, 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 October (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:
2025-1380886

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10/23/2025

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all cen tex
Cedar Park, TX United States

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Wilco purchasing

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.

2026-005
Pumping of septic,sewage,grease and hair traps

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 **18.**

Meeting Date: 11/04/2025

Approval of Service and Goods Contract No #2026-057 for Jail Kitchen Hood Cleaning and 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 Goods and Services Contract No #2026-057 for Jail Kitchen Hood Cleaning and Inspection Services with KEC PRO, LLC DBA Hoodz of Central Texas for Facilities Management in the amount of $6,378.00 and authorize execution of this agreement.

Background

This Goods and Services Contract No #2026-057 between Williamson County and KEC PRO, LLC DBA Hoodz is for Jail Kitchen Hood Cleaning and Inspection Services located at various Williamson County Facilities. The funding source is 01.0100.0509.004500. Origination ID #4065 and the Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hoodz of Central Texas Agreement

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

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 02:08 PM
Form Started By: Michelle McKinney		Started On: 10/23/2025 04:06 PM
Final Approval Date: 10/28/2025		

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 **Six Thousand Three Hundred Seventy-Eight Dollars ($6,378.00).**

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
Printed Name

Date: 10 ,15 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 16 2025 Time: 9:15 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 16 2025 Time: 9:53 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 306 W 4th St Georgetown, TX 78626 Phone: 512-943-1599 Contact: Clinton Jacobs	*Wilco Jail* 306 W 4th St Georgetown, TX 78626 Phone: 512-943-1599 Cell Phone: 512-943-1636 Contact: Clinton Jacobs	Date: 10/1/2025

PROPOSED SERVICES

Item Name & Description	*Quantity*	*Rate*	*Line Total*
CL-KECPrime WILCO EXPO: Semi Annual Clean kitchen exhaust system. (2) hoods, (2) ducts, (2) fans. INCLUDES BELTS AND GREASE CONTAINMENT MEDIUM Panels: NO Hinge Kit: YES Fan Port: NO Grease Containment System: YES Recommended frequency: 2xyr	2.00	$769.00	$1,538.00
CL-KECPrime CTTC: Semi Annual Clean kitchen exhaust system. (1) 8ft hood (stove, fryer) (1) vertical duct (1) up blast fan (5) filters. Panels: NO Hinge Kit: YES Fan Port: YES Grease Containment System: YES Recommended frequency: 2xyr Deficiencies: Wire going through duct. Galvanized hood	2.00	$659.00	$1,318.00
CL-KECPrime ESOC: Annual Clean kitchen exhaust system. (1) hoods, RESIDENTIAL SYSTEM Deficiency: duct most likely not water tight, we will either dry brush and wet clean, depending on integrity of the system once cleaned once Panels: NO Hinge Kit: NO Fan Port: NO Grease Containment System: NO Recommended frequency: 2xyr	1.00	$599.00	$599.00
CL-KECPrime GEORGETOWN ANNEX: Annual Clean kitchen exhaust system. (1) hoods, (1) ducts, (1) fans portable pressure washer needed. Inaccessible areas were not able to inspect for horizontal ductwork, but grease level is so low, is should not be a problem in the short term as long as the filters are in good conditions Panels: NO Hinge Kit: YES Fan Port: YES Grease Containment System: YES Recommended frequency: 2xyr	1.00	$649.00	$649.00
CL-KECPrime JUVENILE JUSTICE CENTER: Annual Clean kitchen exhaust system. (2) 12ft hoods (2) ducts (2) up blast fans. Panels: NO Hinge Kit: YES Fan Port: YES Grease Containment System: YES Recommended frequency: 2xyr Deficiencies: Inaccessible duct work - from barred duct opening	1.00	$789.00	$789.00
CL-KECPrime WILCO JAIL Annual clean kitchen exhaust system (5) hoods, (5) duct openings going into (1) duct, (1) access panel, (1) utility fan, 4 story building Hinges: No Fan port: Yes Frequency: 4xyr Filters: NOT INCLUDED Grease containment: NO Deficiencies: Inaccessible areas - need more panels, possibly 2 more Grates over duct opening limit access to ducts.	1.00	$1,485.00	$1,485.00
		Subtotal:	**$6,378.00**

Tax (0%):	**$0.00**
Total:	**$6,378.00**

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

4

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:
2025-1377539

Date Filed:
10/15/2025

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.
2026-057
KEC 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], [redacted], TX, [redacted], USA.
(city) (state) (zip code) (country)

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

Executed in 256 Sherwood Dr County, State of Texas, on the 15 day of 10 (month), 20 25 (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:
2025-1377539

Date Filed:
10/15/2025

Date Acknowledged:
10/23/2025

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.

2026-057
KEC 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 **19.**

Meeting Date: 11/04/2025

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

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on canceling RFCSP #25RFCSP83 Emergency Services Operation Center (ESOC) Generator Docking Station.

Background

Williamson County is requesting the cancellation of RFCSP #25RFCSP83 Emergency Services Operation Center (ESOC) Generator Docking Station approved on 10.21.2025, item #19, with funding source 01.0100.1071.00450925. This project will be procured through use of an authorized purchasing cooperative that will be presented to the commissioners court for approval at a later date. 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	10/28/2025 02:07 PM
Form Started By: Johnny Grimaldo		Started On: 10/22/2025 09:29 AM
Final Approval Date: 10/28/2025		

Commissioners Court - Regular Session **20.**

Meeting Date: 11/04/2025

2026 TAC Voting Member Appointment

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, P.E. as Williamson County's Primary Voting Member and Adam Boatright, P.E. as Williamson County's Alternate Voting member to the Campo Technical Advisory Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2026 TAC Voting Member Appointment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:41 AM
Form Started By: Vicky Edwards		Started On: 10/28/2025 10:43 AM
Final Approval Date: 10/28/2025		

2026 APPOINTMENT TO THE
TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

Name: Robert B. Daigh, P.E.

Title: Senior Director of Infrastructure

Organization: Williamson County

Representing: Williamson County

Address: 3151 SE Inner Loop, Georgetown, TX 78626

Phone: 512.943.3330

Email: bob.daigh@wilcotx.gov

Term Expiration: January 29, 2027

ALTERNATE VOTING MEMBER:

Name: Adam Boatright, P.E.

Title: County Engineer

Organization: Williamson County

Representing: Williamson County

Address: 3151 SE Inner Loop, Georgetown, TX 78626

Phone: 512.943.3330

Email: adam.boatright@wilcotx.gov

Term Expiration: January 29, 2027

_____

Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 15, 2025

Commissioners Court - Regular Session **21.**

Meeting Date: 11/04/2025

SAM 24RFSQ13 WA2 SA1 ROW Delineation & Mapping CR 240

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Surveying And Mapping LLC (SAM) and Williamson County dated March 19, 2024 for ROW Delineation and Mapping CR 240. Funding source: P705.

Background

This supplemental is to extend the expiration date to December 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 24RFSQ13 WA2 SA1 ROW Delineation & Mapping CR 240

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 02:04 PM
Form Started By: Vicky Edwards		Started On: 10/22/2025 09:47 AM
Final Approval Date: 10/22/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __2__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
ROW Delineation & Mapping CR 240

This Supplemental Work Authorization No. _1__ to Work Authorization No. _2___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying 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 **Surveying And Mapping, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __2__ dated effective June 3, 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 above referenced Work Authorization termination date shall be modified to **December 31, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Scott Brashear	Steven Snell.
Printed Name	Printed Name
RPLS, Sr. PM	County Judge
Title	Title
10/22/25	
Date	Date

Attachment C - Work Schedule

Surveying And Mapping will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **22.**

Meeting Date: 11/04/2025

SAM 24RFSQ13 WA1 SA2 On Call Land Surveying Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping LLC (SAM) and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

Background

This supplemental is to extend the expiration date to December 31, 2026 and increase the maximum amount payable to $150,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 24RFSQ13 WA1 SA2 On Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 02:03 PM
Form Started By: Vicky Edwards		Started On: 10/22/2025 09:47 AM
Final Approval Date: 10/22/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Land Surveying Services

This Supplemental Work Authorization No. _2__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying 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 **Surveying And Mapping, LLC (SAM)** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective June 18, 2024 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$100,000.00** to **$150,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The above referenced Work Authorization termination date shall be modified to **December 31, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

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
Scott Brashear	Steven Snell
Printed Name	Printed Name
RPLS, Sr. PM	Williamson County Judge
Title	Title
10/22/25	
Date	Date

Attachment C - Work Schedule

Surveying And Mapping, LLC will provide a work schedule for the assigned on call tasks.

Commissioners Court - Regular Session **23.**

Meeting Date: 11/04/2025

Walker 24RFSQ13 WA1 SA2 On Call Land Surveying Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 1 under the Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024, for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

Background

This supplemental is to extend the expiration date to December 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 24RFSQ13 WA1 SA2 On Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:38 AM
Form Started By: Vicky Edwards		Started On: 10/23/2025 02:18 PM
Final Approval Date: 10/28/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2

TO

WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Land Surveying Services

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying 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 **Walker Texas Surveyors, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 1 dated effective June 18, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **December 31, 2026**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

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: Karen J Walker	By: _____
Signature	Signature
Karen J Walker	Steven Snell
Printed Name	Printed Name
President	County Judge
Title	Title
10/23/2025	_____
Date	Date

Attachment C

WORK SCHEDULE

Walker Texas Surveyors will provide survey services for Williamson County (County).

These will be provided as requested by the County or County's representative on an as-needed basis for the County's On Call Land Surveying Services.

PROJECT MANAGEMENT

SURVEYING

RIGHT-OF-WAY (ROW) MAPPING

Commissioners Court - Regular Session **24.**

Meeting Date: 11/04/2025

Walker 24RFSQ13 WA2 SA2 CR 201

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024, for CR 201 from CR 200 to Umbrella Sky. Funding source: P499.

Background

This supplemental is to extend the expiration date to December 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 24RFSQ13 WA2 SA2 CR 201

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 02:08 PM
Form Started By: Vicky Edwards		Started On: 10/23/2025 02:18 PM
Final Approval Date: 10/28/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2

TO

WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 201 (CR 200 TO Umbrella Sky)

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying 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 **Walker Texas Surveyors, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 2 dated effective August 28, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **December 31, 2026**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

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: Karen J Walker	By: _____
Signature	Signature
Karen J Walker	Steven Snell
Printed Name	Printed Name
President	County Judge
Title	Title
10/23/25	_____
Date	Date

Attachment C

WORK SCHEDULE

Walker Texas Surveyors will provide survey services for Williamson County (County).

These will be provided as requested by the County or County's representative on an as-needed basis for the County's CR201 Project.

PROJECT MANAGEMENT

SURVEYING

RIGHT-OF-WAY (ROW) MAPPING

Commissioners Court - Regular Session **25.**

Meeting Date: 11/04/2025

SAM 24RFSQ13 WA3 Corridor D

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 3 to the On-Call Surveying Services (Corridor D (Ronald Reagan Extension)) contract executed March 19, 2024, between Williamson County and Surveying and Mapping, LLC relating to the 2023 Road and Bridge Program. Funding source: Road and Bridge P457.

Background

This Work Authorization No. 3 is for surveying services in the amount of $57,050.00 and terminates on February 28, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 24RFSQ13 WA3 Corridor D

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/24/2025 01:37 PM
Form Started By: Vicky Edwards		Started On: 10/21/2025 09:37 AM
Final Approval Date: 10/24/2025		

WORK AUTHORIZATION NO. 03

WILLIAMSON COUNTY CORRIDOR PROJECT:
CORRIDOR D (Ronald Reagan Extension) – at FM 1105

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024 (the "Contract"), and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying and Mapping, LLC** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $57,050.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the **date of final acceptance and full execution of the parties hereto** and shall terminate on **February 28, 2026**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

SURVEYOR:

Surveying and Mapping, LLC

By: _____
Signature

Scott Brashear
Printed Name

Sr. Project Manager
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 3:08 pm, Oct 20, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR CORRIDOR D (Ronald Reagan Extension) – at FM 1105

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. Provide aluminum caps for iron rods, if applicable.

8. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central Zone, with a scale factor of 1.00012, or as provided by the County.

9. Provide granted ROEs, and submitted Notice of Entries, if applicable, for landowner(s) for the project. Facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile, with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR CORRIDOR D (Ronald Reagan Extension) – at FM 1105

PROJECT DESCRIPTION

PROJECT LIMITS
The specific project limits for the redesign and realignment of the LSRWA/JSW 8", 12" and 16" water line new installations are from approximate Sta 190+00 to Sta 237+00, approximately 4700 linear feet.

EXISTING FACILITY
Between IH 35 and SH 95, existing county roads exist but no east-west-through facility exists. State Farm to Market roads exist within the study area that may be partially utilized for the Reagan Extension, such as FM 302, FM 972 and FM 1105. A railroad crossing exists at SH 95. Existing natural drainage features in the study area are Willis Creek, Opossum Creek and Yankee Branch.

PROPOSED FACILITY
Proposed ultimate corridor would include a two-lane mainlanes in each direction and three-lane frontage roads in each direction. The anticipated ROW width is 350 feet but could be less at locations where constraints exist in order to minimize impacts to the natural, cultural, and human environment, and more at interchanges with other facilities.

PROJECT SCOPE
Survey shall provide Project Management, Field Surveying, ROW Mapping, and Parcel Acquisition Documentation as outlined below.

1. PROJECT MANAGEMENT

    a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (2 months assumed):

        - Submit monthly progress status reports to the GEC.

        - Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

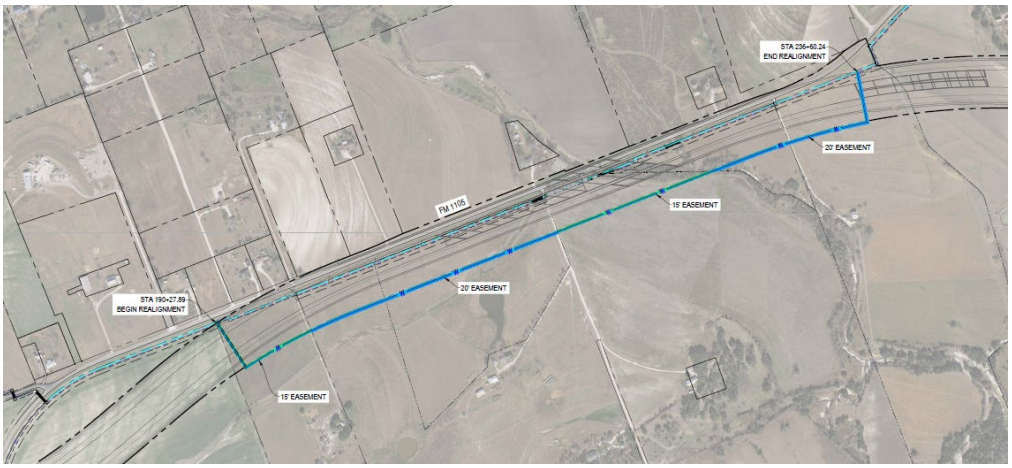
    b. Prepare correspondence, invoices, and progress reports, on a monthly basis, in accordance with current County requirements.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR CORRIDOR D (Ronald Reagan Extension) – at FM 1105

2. SURVEYING

a. DESIGN SURVEY

- Surveyor will provide design survey and topo for a portion of the proposed project limits (350' X 4700'), to locate walls, fences, drainage features (crossings, elevations, including high and low spots, significant changes in grade, top and bottom of bank, and flowlines), utilities, signage, driveways, intersections, water wells, storage tanks, mailboxes, and any other visible improvements located within the ROW and utility easement locations.



b. FIELD SURVEYING

- Surveyor will locate existing control and reconcile any discrepancies found.
- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.
- Surveyor will locate boundary monuments sufficient to determine existing right-of-way (ROW) lines and parcel boundaries.

c. RIGHT OF WAY (ROW) MAPPING

- Surveyor shall perform records research and obtain sufficient ownership documents to prepare a working sketch (abstract map) of adjoining properties along the project route. Map will be reconciled and refined into a preliminary ROW map for review. Preliminary ROW has additional field and office support work included.

d. PARCEL ACQUISITION DOCUMENTS (up to **8** parcel documents assumed; up to **8** tracts' staking assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for 4 ROW parcels and 4 easement acquisitions. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.

- After receipt and review of title commitments, set appropriate monumentation in accordance with County requirements, and prepare Signed and Sealed documents for the ROW parcels and easement acquisitions.

- Stake proposed ROW with suitable markers as requested, on a parcel-by-parcel basis, for the purposes of fence construction, utility installation, or property owner requests.

DELIVERABLES:

- Design Survey CADD files
- ROW Basemap
- Draft Parcel Acquisition Documents (pdf)
- Final Signed and Sealed Parcel Acquisition Documents (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

EXHIBIT C - WORK SCHEDULE

Surveying and Mapping, LLC													
Start Date	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**	**Week 9**	**Week 10**	**Week 11**	**Week 12**	**Week 13 - 18**
NOTE*	*10/27/25*	*11/3/25*	*11/10/25*	*11/17/25*	*11/24/25*	*12/1/25*	*12/8/25*	*12/15/25*	*12/22/25*	*12/29/25*	*1/5/26*	*1/12/26*	*1/19/26 - 2/28/26*
Recover Existing Control													
Design Survey													
ROW Field Surveys													
Boundary Analysis/Prepare Prelim ROW Documents													
Prepare Final ROW Documents													
Establish ROW Monumentation													
County Review													

***Weather and right of entry dependant. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: FM 1105
Proposal Number: 1023084659C

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT COORDINATOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Recover Existing Control		1		4	4	10		1		$3,215.00
Records Research and Deed Study		4		12	24					$5,320.00
ROW Field Surveys		2			10	50		3		$11,280.00
Boundary Analysis	2	8	4	6						$3,550.00
Prepare Preliminary ROW Documents (Up to 8 parcels)		8		24	80					$14,480.00
Prepare Final ROW Documents (Up to 8 parcels)		1		4	8					$1,705.00
Establish ROW Monumentation (Up to 16 iron rods)					4	16				$3,440.00
Design Survey (Includes locating trees 8" and bigger)	1	2		4	16	40		2		$10,800.00
QA/QC Prepare Final Deliverables	2	2		2	2					$1,420.00
										$0.00
SUB-TOTALS	5	28	4	56	148	116	0	6	0	$55,210.00
HOURS SUB-TOTALS	5	28	4	56	148	116	0	6	0	363
CONTRACT RATE PER HOUR	$250.00	$205.00	$150.00	$135.00	$120.00	$185.00	$260.00	$140.00	$105.00	
TOTAL LABOR COSTS	$1,250.00	$5,740.00	$600.00	$7,560.00	$17,760.00	$21,460.00	$0.00	$840.00	$0.00	$55,210.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		1200	$0.700							$840.00
GPS Receiver		100	$10.00							$1,000.00
SUBTOTAL DIRECT EXPENSES										**$1,840.00**

SUMMARY		
LABOR COSTS		$55,210.00
NON-SALARY (OTHER DIRECT EXPENSES)		$1,840.00
TOTAL SAM SURVEY		**$57,050.00**

Commissioners Court - Regular Session **26.**

Meeting Date: 11/04/2025

KC Engineering 21RFSQ14 WA3 SA3 CMF

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 3 to Work Authorization No. 3 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Central Maintenance Facility. Funding source: P536.

Background

This supplemental is to extend the expiration date to September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA3 SA3 CMF

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 02:00 PM
Form Started By: Vicky Edwards		Started On: 10/22/2025 09:47 AM
Final Approval Date: 10/22/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. _3___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the Central Maintenance Facility

This Supplemental Work Authorization No. _3__ to Work Authorization No. __3__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _3___ dated effective January 23, 2024 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to **September 30, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	Steven Snell
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
October 22, 2025	_____
Date	Date

Attachment C - Work Schedule

KC Engineering, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **27.**

Meeting Date: 11/04/2025

KC Engineering 21RFSQ14 WA5 SA3 Skyview Drive Bridge

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 3 to Work Authorization No. 5 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Skyview Drive Bridge Project. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to March 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA5 SA3 Skyview Drive Bridge

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 02:01 PM
Form Started By: Vicky Edwards		Started On: 10/22/2025 09:47 AM
Final Approval Date: 10/22/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. _5___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the Skyview Drive Bridge Project

This Supplemental Work Authorization No. _3__ to Work Authorization No. __5__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _5___ dated effective August 20, 2024 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to **March 31, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	Steven Snell
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
October 22, 2025	_____
Date	Date

Attachment C - Work Schedule

KC Engineering, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **28.**

Meeting Date: 11/04/2025

Authorize Issuing IFB #26IFB5 County Road Seal Coat FY26 Improvements for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, 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 IFB County Road Seal Coat FY26 Improvements, under IFB #26IFB5.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced sealing, and striping crews and equipment for County Road Seal Coat FY 26. The Estimated Budget is $1,751,291.00. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

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	10/27/2025 03:53 PM
Form Started By: Fernando Ramirez		Started On: 10/20/2025 11:19 AM
Final Approval Date: 10/27/2025		

Commissioners Court - Regular Session **29.**

Meeting Date: 11/04/2025

Authorize Issuing IFB #26IFB6 for CR 110 North 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 110 North Project for Road Bonds/HNTB, under IFB #26IFB6. The funding source is P695.

Background

Williamson County is seeking responses for the construction of the new CR 110 North three-lane roadway between Bell Gin Road and Patriot Way for Road Bonds/HNTB. Estimated Budget is $8,700,000.00 The funding source is P695, the Origination ID No. is 4181 and the point of contact is Dana R. Ladzinski, 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	10/27/2025 03:57 PM
Form Started By: Vickie Johnson		Started On: 10/23/2025 09:24 AM
Final Approval Date: 10/27/2025		

Commissioners Court - Regular Session **30.**

Meeting Date: 11/04/2025

CR 366 & Chandler Road Traffic Signal – Kimley-Horn – SWA# 1 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the CR 366 & Chandler Road Traffic Signal contract executed September 17, 2024, between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2023 Road Bond Program.

Background

This Supplemental No. 1 to Work Authorization No. 2 is for additional design review services in the amount of $5,065.84 and extends the termination date to September 30, 2026. Project: P296 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 366 & Chandler Road Traffic Signal – Kimley-Horn – SWA# 1 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 04:20 PM
Form Started By: Ragan Riggs		Started On: 10/27/2025 05:01 PM
Final Approval Date: 10/28/2025		

Reviewed by
DFG
P296

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 366 & Chandler Road Traffic Signal

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective February 4, 2025 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes, and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change, and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed, and modified as follows:

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified as shown in the attached revised Attachment "B-1".

II. The Work Authorization shall terminate on September 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-1".

III. The maximum amount payable for services under the Work Authorization is hereby increased from $50,775.00 to $55,840.84. The revised Fee Schedule is attached hereto as Attachment "D-1".

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Kimley-Horn and Associates, Inc.	**Williamson County, Texas**
By:_____	By:_____
Signature	Signature
Trey Neal	
Printed Name	Printed Name
Vice President	
Title	Title
10/15/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment B-1 – Services to be Provided by Engineer

Attachment C-1 – Work Schedule

Attachment D-1 – Fee Schedule

APPROVED
By Christen Eschberger at 3:07 pm, Oct 27, 2025

WORK AUTHORIZATION NO. 2

PROJECT: CR 366 & Chandler Road Traffic Signal

ATTACHMENT B-1
Services to be provided by the Engineer

Project Location: CR 366 & Chandler Road

Project Description: Traffic Signal Warrant Study, Traffic Signal Design

SCOPE OF WORK

This project will consist of developing a traffic signal warrant study and developing traffic signal design plans for a new traffic signal at the intersection of CR 366 & Chandler Road in the City of Taylor, Williamson County, Texas. The proposed traffic signal is anticipated to be owned, operated, and maintained by the City of Taylor after construction.

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1. Project Management

The Engineer will maintain project files throughout all phases of the project consisting of documentation of all correspondence, meeting notes, telephone calls, emails, etc. Invoices and progress reports will be submitted monthly.

Task 3. Traffic Signal Design

The Engineer will prepare construction documents including plans, specifications, and estimates (PS&E) for the installation of a three-approach traffic control signal at the intersection of CR 366 & Chandler Road.

The Engineer will complete the following tasks as part of the design phase:

1. Prepare additional PS&E submittal at 90% completeness stage for TxDOT and County review. Respond to TxDOT plan review comments and incorporate comments into plans as appropriate.

ATTACHMENT C-1: WORK SCHEDULE

Kimley»Horn

Project Name: CR 366 & Chandler Road Traffic Signal

Project Description: Traffic Signal Warrant Study, Traffic Signal Design

Prepared By: Kimley-Horn and Associates, Inc.

Task #	Task Name	JAN 2025				FEB 2025				MAR 2025				APR 2025				MAY 2025				JUN 2025				JUL 2025				AUG 2025				SEP 2025				OCT 2025				NOV 2025				DEC 2025				JAN 2026				FEB 2026				MAR 2026				APR 2026				MAY 2026				JUN 2026				JUL 2026				AUG 2026				SEP 2026		
		Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4	Week 1			Week 4
1	**Project Management**			

Work Authorization 2 - Attachment D-1
Fee Schedule

Kimley»Horn

Project Name: CR 366 & Chandler Road Traffic Signal

		Sr. Engineer I $271.48	Analyst $189.52	Support Staff $128.05	Total Labor Hours	Direct Labor Cost	Direct Expenses/ Subconsultant	Total Cost
1. PROJECT MANAGEMENT								
a	Monthly Reporting / Invoicing	2.0		4.0	6.0	$1,055.16		$1,055.16
	Subtotal	**2.0**		**4.0**	**6.0**	**$1,055.16**		**$1,055.16**
3. TRAFFIC SIGNAL DESIGN								
a	Process Additional Submittal/TxDOT Review	5.0	14.0		19.0	$4,010.68		$4,010.68
	Subtotal	**5.0**	**14.0**		**19.0**	**$4,010.68**		**$4,010.68**
	HOURS TOTALS	**7.0**	**14.0**	**4.0**	**25.0**			
	FEE TOTALS					**$5,065.84**		**$5,065.84**

Commissioners Court - Regular Session **31.**

Meeting Date: 11/04/2025

Corridor H – K Friese – SWA#2 to WA#3

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 3 to the Corridor H/Sam Bass Road contract executed on March 13, 2017, between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program.

Background

K Friese & Associates, Inc. Supplemental No. 2 to Work Authorization No. 3 extends the termination date to September 30, 2026. Project: P462 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor H – K Friese – SWA#2 to WA#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 04:19 PM
Form Started By: Ragan Riggs		Started On: 10/27/2025 04:48 PM
Final Approval Date: 10/28/2025		

Docusign Envelope ID: BDA4C691-D71B-4C92-9430-182C6A836A2E

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD BOND PROJECT:
Corridor H – Sam Bass Road

This Supplemental Work Authorization No. 2 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 13, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese & Associates, Inc (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective January 18, 2023 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on September 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Docusign Envelope ID: BDA4C691-D71B-4C92-9430-182C6A836A2E

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:
K Friese & Associates, Inc.

By: DocuSigned by: 10711999E1C247E... (Signature)

Abe Salinas
Printed Name

Stormwater Business Practice Lead
Title

10/20/2025
Date

COUNTY:
Williamson County, Texas

By: _____ (Signature)

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:06 pm, Oct 27, 2025

Docusign Envelope ID: BDA4C691-D71B-4C92-9430-182C6A836A2E

ATTACHMENT C

WORK SCHEDULE

TRANSPORTATION CORRIDOR H – SAM BASS ROAD

Milestone	Task Description	Begin Date	End Date
NTP		1/10/2023	
Task 1	Project Management	1/10/2023	9/30/2026
Task 2	Construction Phase Services	1/10/2023	9/30/2026

Commissioners Court - Regular Session **32.**

Meeting Date: 11/04/2025

CR 305 – RS&H – SWA#3 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the CR 305 contract executed on March 19, 2024, between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program.

Background

RS&H, Inc. Supplemental No. 3 to Work Authorization No. 1 extends the termination date to January 31, 2026. Project: P686 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 305 – RS&H – SWA#3 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 04:32 PM
Form Started By: Ragan Riggs		Started On: 10/28/2025 04:17 PM
Final Approval Date: 10/28/2025		

Docusign Envelope ID: 7F3E9BAA-78F5-4BA5-8F43-0BCBC5649AE5

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
PROJECT: CR 305

This Supplemental Work Authorization No. _3_ to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RS&H, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective April 2, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on January 31, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-3" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Docusign Envelope ID: 7F3E9BAA-78F5-4BA5-8F43-0BCBC5649AE5

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
RS&H, Inc.	Williamson County, Texas
By: DocuSigned by: Nick Arnio 1A4AC4C7EA0AB41B...	By: _____
Signature	Signature
Nicholi A. Arnio, PE, PTOE, ENV SP	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
October 22, 2026	_____
Date	Date

LIST OF ATTACHMENTS

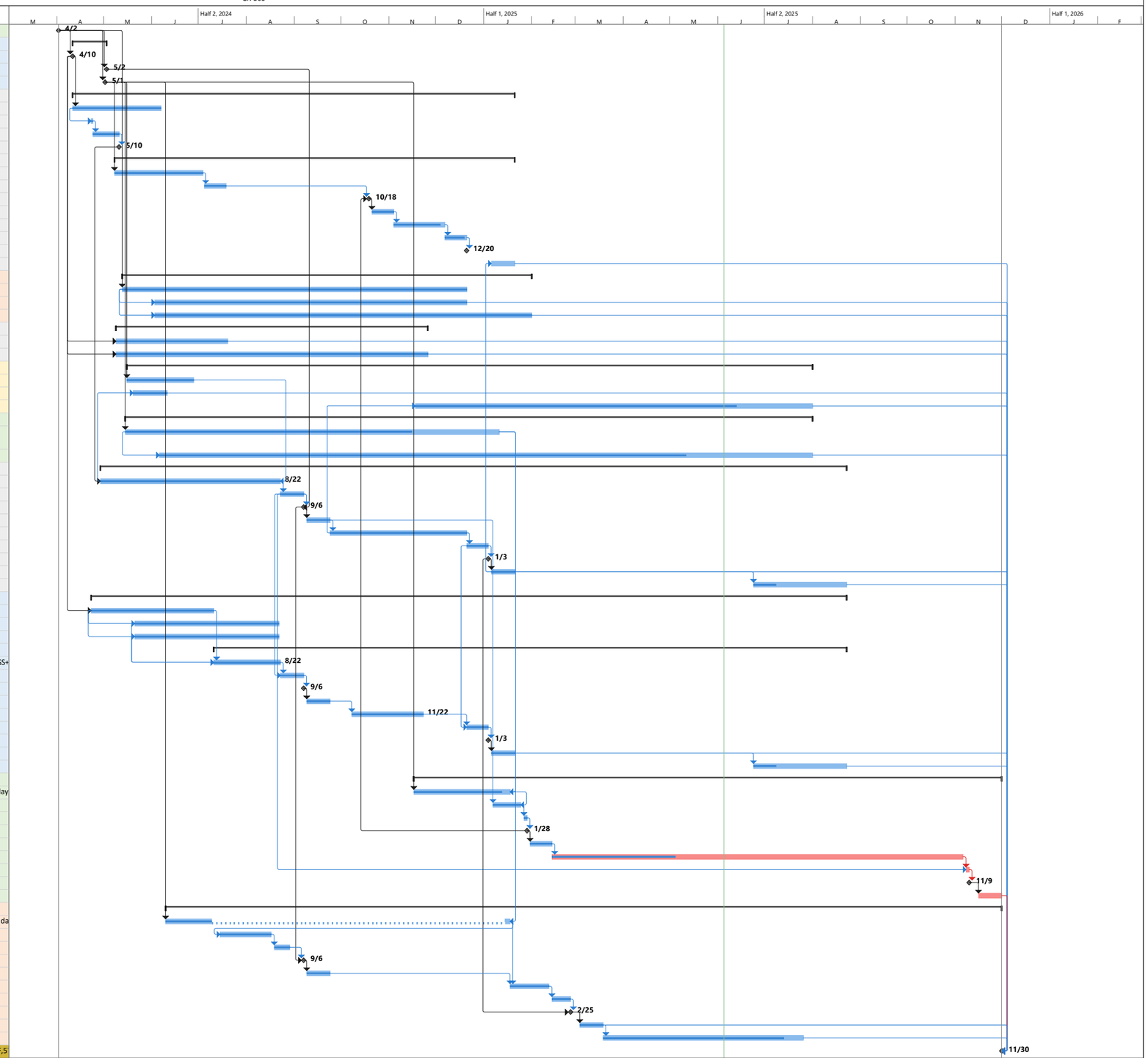
Attachment C-3 - Work Schedule

APPROVED
By Christen Eschberger at 3:11 pm, Oct 27, 2025

ATTACHMENT C -3
WORK SCHEDULE

Williamson County
CR 305

ID	Constraint Type	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors
1	As Soon As Possible		NTP	0 days	100%	Tue 4/2/24	Tue 4/2/24	
2	**As Soon As Possible**		**1. PROJECT MANAGEMENT**	**22 days**	**100%**	**Wed 4/10/24**	**Thu 5/2/24**	
3	As Soon As Possible		GEC Project Kickoff	0 days	100%	Wed 4/10/24	Wed 4/10/24	1FS+9 days
4	As Soon As Possible		Submit QA/QC Plan	0 days	100%	Thu 5/2/24	Thu 5/2/24	1FS+31 days
5	As Soon As Possible		Internal Subconsultant/Team Project Kickoff	0 days	100%	Wed 5/1/24	Wed 5/1/24	1FS+30 days
6	**As Soon As Possible**		**2. ROUTE AND DESIGN STUDIES**	**271 days**	**91%**	**Thu 4/11/24**	**Mon 1/20/25**	
7	As Soon As Possible		A. Data Collection & Field Reconnaissance	56 days	100%	Thu 4/11/24	Thu 6/6/24	3
8	As Soon As Possible		Field Visit	1 day	100%	Tue 4/23/24	Tue 4/23/24	7SS+12 days
9	As Soon As Possible		B. Design Critiera	17 days	100%	Wed 4/24/24	Fri 5/10/24	8
10	As Soon As Possible		Submit Design Criteria & Typical Sections	0 days	100%	Fri 5/10/24	Fri 5/10/24	9
11	As Soon As Possible		C. Constrains Map	244 days	86%	Wed 5/8/24	Mon 1/20/25	
12	As Soon As Possible		B. Draft Constraints Map	56 days	100%	Wed 5/8/24	Wed 7/3/24	5FS+6 days
13	As Soon As Possible		Internal QC Review	14 days	100%	Fri 7/5/24	Thu 7/18/24	12
14	As Soon As Possible		Submit Constraints Map	0 days	100%	Fri 10/18/24	Fri 10/18/24	62SS,13
15	As Soon As Possible		GEC/County Review	14 days	100%	Mon 10/21/24	Sun 11/3/24	14FS+2 days
16	As Soon As Possible		C. Final Constraints Map	30 days	90%	Mon 11/4/24	Fri 12/6/24	15
17	As Soon As Possible		Internal QC Review	14 days	90%	Sat 12/7/24	Fri 12/20/24	16
18	As Soon As Possible		Submit Constraints Map	0 days	0%	Fri 12/20/24	Fri 12/20/24	17
19	As Soon As Possible		GEC/County Review	15 days	0%	Mon 1/6/25	Mon 1/20/25	42SS
20	**As Soon As Possible**		**3. PUBLIC INVOLVEMENT**	**250 days**	**100%**	**Mon 5/13/24**	**Fri 1/31/25**	
21	As Soon As Possible		A. Public Involvement Support	216 days	100%	Mon 5/13/24	Fri 12/20/24	1FS+41 days
22	As Soon As Possible		B. Property Owner Meeting Support	196 days	100%	Mon 6/3/24	Fri 12/20/24	21SS+20 days
23	As Soon As Possible		C. Stakeholder Meetings	230 days	100%	Mon 6/3/24	Fri 1/31/25	21SS+20 days
24	**As Soon As Possible**		**4. UTILITY COORDINATION SUPPORT**	**198 days**	**100%**	**Thu 5/9/24**	**Mon 11/25/24**	
25	As Soon As Possible		A. Incorporate Utility Information into Engineering Drawings	70 days	100%	Thu 5/9/24	Fri 7/19/24	3SS+28 days
26	As Soon As Possible		B. Utility Meetings	198 days	100%	Thu 5/9/24	Mon 11/25/24	3SS+28 days
27	**As Soon As Possible**		**5. RIGHT OF WAY (ROW) AND MAPPING**	**428 days**	**84%**	**Thu 5/16/24**	**Thu 7/31/25**	
28	As Soon As Possible		Create Existing ROW Map	42 days	100%	Thu 5/16/24	Thu 6/27/24	5FS+14 days
29	As Soon As Possible		Preliminary Proposed ROW Map and APO List	21 days	100%	Mon 5/20/24	Mon 6/10/24	35SS+21 days
30	As Soon As Possible		Final Proposed ROW Map an APO List	245 days	80%	Mon 11/18/24	Thu 7/31/25	39SS+55 days
31	**As Soon As Possible**		**6. SURVEYING**	**429 days**	**80%**	**Wed 5/15/24**	**Thu 7/31/25**	
32	As Soon As Possible		A. Right Of Entry (assumed 14 letters) - Received Signed ROE/NOE	227 days	80%	Wed 5/15/24	Fri 1/10/25	5FS+13 days
33	As Soon As Possible		B. Field Surveying - NOE Required	408 days	80%	Thu 6/6/24	Thu 7/31/25	32SS+21 days
34	**As Soon As Possible**		**7. SCHEMATIC DEVELOPMENT**	**467 days**	**85%**	**Mon 4/29/24**	**Fri 8/22/25**	
35	As Soon As Possible		A. Preliminary Schematic Roll Plot	114 days	100%	Mon 4/29/24	Thu 8/22/24	10SS-12 days,28FF
36	As Soon As Possible		Internal QC Review	14 days	100%	Fri 8/23/24	Fri 9/6/24	35
37	As Soon As Possible		Submit Preliminary Schematic	0 days	100%	Fri 9/6/24	Fri 9/6/24	36,4FF
38	As Soon As Possible		GEC/County Review	15 days	100%	Mon 9/9/24	Mon 9/23/24	37FS+2 days
39	As Soon As Possible		B. Final Schematic Roll Plot	85 days	100%	Tue 9/24/24	Fri 12/20/24	38
40	As Soon As Possible		Internal QC Review	6 days	100%	Sat 12/21/24	Fri 1/3/25	39
41	As Soon As Possible		Submit Final Schematic	0 days	100%	Fri 1/3/25	Fri 1/3/25	40
42	As Soon As Possible		GEC/County Review	15 days	100%	Mon 1/6/25	Mon 1/20/25	41FS+2 days
43	As Soon As Possible		Address Final GEC/County Comments	60 days	24%	Tue 6/24/25	Fri 8/22/25	42FS+50 days
44	**As Soon As Possible**		**8. DRAINAGE STUDY**	**473 days**	**90%**	**Tue 4/23/24**	**Fri 8/22/25**	
45	As Soon As Possible		A. Hydrologic/Hydraulic Modeling	77 days	100%	Tue 4/23/24	Wed 7/10/24	3SS+12 days
46	As Soon As Possible		C. Impact and Mitigation Analysis	91 days	100%	Tue 5/21/24	Wed 8/21/24	45SS+28 days
47	As Soon As Possible		D. TCEQ Water Quality Analysis	91 days	100%	Tue 5/21/24	Wed 8/21/24	45SS+28 days
48	As Soon As Possible		E. Deliverables	396 days	77%	Thu 7/11/24	Fri 8/22/25	
49	As Soon As Possible		Preliminary Drainage & Water Quality Report	43 days	100%	Thu 7/11/24	Thu 8/22/24	45,46SS+15 days,47SS+
50	As Soon As Possible		Internal QC Review	14 days	100%	Fri 8/23/24	Fri 9/6/24	36SS,49
51	As Soon As Possible		Submit Drainage & Water Quality Report	0 days	100%	Fri 9/6/24	Fri 9/6/24	50
52	As Soon As Possible		GEC/County Review	15 days	100%	Mon 9/9/24	Mon 9/23/24	51FS+2 days
53	As Soon As Possible		Final Drainage & Water Quality Report	46 days	100%	Tue 10/8/24	Fri 11/22/24	52FS+14 days
54	As Soon As Possible		Internal QC Review	6 days	100%	Sat 12/21/24	Fri 1/3/25	40SS,53
55	As Soon As Possible		Submit Drainage & Water Quality Report	0 days	100%	Fri 1/3/25	Fri 1/3/25	54
56	As Soon As Possible		GEC/County Review	15 days	100%	Mon 1/6/25	Mon 1/20/25	55FS+2 days
57	As Soon As Possible		Address Final GEC/County Comments	60 days	24%	Tue 6/24/25	Fri 8/22/25	56FS+50 days
58	**As Soon As Possible**		**9. ENVIRONMENTAL SERVICES**	**368 days**	**43%**	**Sun 11/17/24**	**Sun 11/30/25**	
59	As Soon As Possible		A. Data Collection & Field Reconnaissance - NOE Required	51 days	90%	Sun 11/17/24	Fri 1/17/25	5FS+6 days,32FF+7 day
60	As Soon As Possible		B. Draft Environmental Reports	18 days	100%	Tue 1/7/25	Fri 1/24/25	38,59FF+7 days
61	As Soon As Possible		Internal QC Review	2 days	100%	Mon 1/27/25	Tue 1/28/25	60FS+2 days
62	As Soon As Possible		Submit Draft Environmental Reports	0 days	100%	Tue 1/28/25	Tue 1/28/25	61
63	As Soon As Possible		GEC/County Review	14 days	100%	Fri 1/31/25	Thu 2/13/25	62FS+2 days
64	As Soon As Possible		C. Final Environmental Reports	265 days	30%	Fri 2/14/25	Wed 11/5/25	63
65	As Soon As Possible		Internal QC Review	2 days	0%	Sat 11/8/25	Sun 11/9/25	64FS+2 days,36SS
66	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Sun 11/9/25	Sun 11/9/25	65
67	As Soon As Possible		GEC/County Review	15 days	0%	Sun 11/16/25	Sun 11/30/25	66FS+6 days
68	**As Soon As Possible**		**10. GEOTECHNICAL SERVICES**	**526 days**	**94%**	**Mon 6/10/24**	**Sun 11/30/25**	
69	As Soon As Possible		A. Borings - NOE Required	32 days	90%	Mon 6/10/24	Fri 1/17/25	5FS+38 days,32FF+7 da
70	As Soon As Possible		B. Draft Reports	33 days	100%	Mon 7/15/24	Fri 8/16/24	69FS+2 days
71	As Soon As Possible		Internal Review	10 days	100%	Mon 8/19/24	Wed 8/28/24	70FS+2 days
72	As Soon As Possible		Submit Draft Geotechnical Reports	0 days	100%	Fri 9/6/24	Fri 9/6/24	37SS,71
73	As Soon As Possible		GEC/County Review	15 days	100%	Mon 9/9/24	Mon 9/23/24	72FS+2 days
74	As Soon As Possible		C. Final Reports	25 days	100%	Sat 1/18/25	Tue 2/11/25	73,69
75	As Soon As Possible		Internal Review	12 days	100%	Fri 2/14/25	Tue 2/25/25	74FS+2 days
76	As Soon As Possible		Submit Draft Geotechnical Reports	0 days	100%	Tue 2/25/25	Tue 2/25/25	41SS,75
77	As Soon As Possible		GEC/County Review	15 days	100%	Tue 3/4/25	Tue 3/18/25	76FS+6 days
78	As Soon As Possible		Complete Borings (NOE required) and Update Report	129 days	90%	Wed 3/19/25	Fri 7/25/25	77
79	As Soon As Possible		WA #1 Complete	0 days	0%	1/31/26	1/31/26	22FF,23FF,25FF,26FF,5



Commissioners Court - Regular Session **33.**

Meeting Date: 11/04/2025

Atlas 14 Floodplain – AECOM – SWA#4 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 2 to the Atlas 14 Floodplain Mapping Update – Brushy Creek Basin Study contract executed on March 23, 2021, between Williamson County and AECOM Technical Services, Inc. relating to the 2019 Road Bond Program.

Background

AECOM Technical Services, Inc. Supplemental No. 4 to Work Authorization No. 2 extends the termination date to October 30, 2026.
Fund Source: 01.0200.0210.004100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 14 Floodplain – AECOM – SWA#4 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:21 AM
Form Started By: Ragan Riggs		Started On: 10/27/2025 04:54 PM
Final Approval Date: 10/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update - Brushy Creek Basin Study

This Supplemental Work Authorization No. 4 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 23, 2021 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and AECOM Technical Services, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective July 24, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on October 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
AECOM Technical Services, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Tom Wright	
Printed Name	Printed Name
Associate Vice President	
Title	Title
24OCT2025	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:14 pm, Oct 27, 2025

ATTACHMENT C
WORK SCHEDULE
Work Authorization No. 2, Supplemental Work Authorization No. 4
Study Area LiDAR Update
Brushy Creek and Middle Yegua Creek

TASK	START	END
Notice to Proceed*	**5/29/2025**	**5/29/2025**
1. Project Management	**5/29/2025**	**10/30/2026**
2. Data Collection	**5/29/2025**	**7/15/2025**
3. Hydrology Analysis	**5/29/2025**	**7/30/2025**
4. Hydraulic Analysis	**5/29/2025**	**10/30/2025**
5. Documentation	**11/1/2025**	**10/30/2026**

***** *Task Start/End dates may shift depending on actual NTP date*

Commissioners Court - Regular Session **34.**

Meeting Date: 11/04/2025

Atlas 14 Floodplain – Halff – SWA#4 to WA#4

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 4 to the Atlas 14 Floodplain Mapping Update – Study Area Analysis contract executed on March 20, 202, between Williamson County and Halff Associates, Inc. relating to the 2019 Road Bond Program

Background

Halff Associates, Inc. Supplemental No. 4 to Work Authorization No. 4 extends the termination date to October 30, 2026.
Fund Source: 01.0200.0210.004100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 14 Floodplain – Halff – SWA#4 to WA#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:22 AM
Form Started By: Ragan Riggs		Started On: 10/27/2025 05:00 PM
Final Approval Date: 10/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4_
TO
WORK AUTHORIZATION NO. _4_

WILLIAMSON COUNTY ROAD BOND PROJECT:
_Atlas 14 Floodplain Mapping Update – Study Area Analysis ("Project")

This Supplemental Work Authorization No. _4_ to Work Authorization No. _4_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _4_ dated effective May 1, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on October 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Halff Associates, Inc	Williamson County, Texas
By: Stephen Crawford Signature	By: _____ Signature
Stephen Crawford Printed Name	_____ Printed Name
Vice President Title	_____ Title
10/24/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:16 pm, Oct 27, 2025

ATTACHMENT C
WORK SCHEDULE
FOR Atlas 14 Floodplain Mapping
Work Authorization No. 4, Supplemental Work Authorization No. 4
Study Area LiDAR Update of Unincorporated Areas
in the Salado Basin plus Berry Creek Hydraulics
& Limited County-wide Technical Program Management Tasks

TASK	START	END
Notice to Proceed*	**5/30/2025**	
1. PROJECT MANAGEMENT	**5/30/2025**	**10/30/2026**
2. DATA COLLECTION	**5/30/2025**	**7/11/2025**
3. HYDROLOGIC ANALYSIS	**7/11/2025**	**10/14/2025**
4. HYDRAULIC ANALYSIS & MAPPING	**7/11/2025**	**12/31/2025**
5. INDEPENDENT QA/QC	**5/30/2025**	**10/30/2026**
6. DOCUMENTATION	**10/1/2025**	**10/30/2026**

** Task Start/End dates may shift depending on actual NTP date*

Commissioners Court - Regular Session **35.**

Meeting Date: 11/04/2025

Atlas 14 Floodplain – Doucet – SWA#5 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 2 to the Atlas 14 Floodplain Mapping Update – Study Area Analysis contract executed on March 23, 2021, between Williamson County and Doucet & Associates, Inc. relating to the 2019 Road Bond Program.

Background

Doucet & Associates, Inc. Supplemental No. 5 to Work Authorization No. 2 extends the termination date to October 30, 2026.
Fund Source: 01.0200.0210.004100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 14 Floodplain – Doucet – SWA#5 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:21 AM
Form Started By: Ragan Riggs		Started On: 10/27/2025 04:53 PM
Final Approval Date: 10/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _5_
TO
WORK AUTHORIZATION NO. _2_

WILLIAMSON COUNTY ROAD BOND PROJECT:
Atlas 14 Floodplain Mapping Update – Study Area Analysis

This Supplemental Work Authorization No. _5_ to Work Authorization No. _2_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 23, 2021 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective July 24, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on October 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Doucet & Associates, Inc	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Rob Clark	_____
Printed Name	Printed Name
Director-PW/WR	_____
Title	Title
October 24, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:15 pm, Oct 27, 2025

ATTACHMENT C
WORK SCHEDULE
Work Authorization No. 2, Supplemental Authorization 5
Study Area LiDAR Update
San Gabriel Basin plus Berry Creek Hydrology

TASK	START	END
Notice to Proceed*	**5/30/2025**	**6/2/2025**
1. Project Management and Coordination	**5/30/2025**	**10/30/2026**
2. Data Collection	**5/30/2025**	**6/13/2026**
3. Hydrology Analysis	**6/13/2025**	**9/15/2026**
4. Hydraulic Analysis & Mapping	**8/4/2025**	**10/31/2026**
5. Documentation	**11/30/2025**	**10/30/2026**

***** *Task Start/End dates may shift depending on actual NTP date*

Commissioners Court - Regular Session **36.**

Meeting Date: 11/04/2025

Atlas 14 Floodplain – Halff – SWA#5 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 2 to the Atlas 14 Floodplain Mapping Update – Technical Program Manager contract executed on March 24, 2020, between Williamson County and Halff Associates, Inc. relating to the 2019 Road Bond Program.

Background

Halff Associates, Inc. Supplemental No. 5 to Work Authorization No. 2 extends the termination date to October 30, 2026.
Fund Source: 01.0200.0210.004100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 14 Floodplain – Halff – SWA#5 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:22 AM
Form Started By: Ragan Riggs		Started On: 10/27/2025 04:58 PM
Final Approval Date: 10/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _5_
TO
WORK AUTHORIZATION NO. _2_

WILLIAMSON COUNTY ROAD BOND PROJECT:
_Atlas 14 Floodplain Mapping Update – Technical Program Manager ("Project")

This Supplemental Work Authorization No. _5_ to Work Authorization No. _2_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective Jan 8, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on October 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Halff Associates, Inc	Williamson County, Texas
By: Stephen Crawford Signature	By: _____ Signature
Stephen Crawford Printed Name	_____ Printed Name
Vice President Title	_____ Title
10/24/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:12 pm, Oct 27, 2025

ATTACHMENT C
WORK SCHEDULE
FOR Atlas 14 Floodplain Mapping
Work Authorization No. 2, Supplemental Authorization 5
LiDAR Update County-wide Technical Program Management

TASK	START	END
Notice to Proceed*	**5/30/2025**	**6/2/2025**
1. PROJECT MANAGEMENT		
a. Monthly Progress Report, Invoices, and Billings	**5/30/2025**	**10/30/2026**
b. Project Coordination & Administration	**5/30/2025**	**10/30/2026**
c. Stakeholder Meetings (virtual stakeholder meetings)	**5/30/2025**	**10/30/2026**
d. Progress/Coordination Meetings	**5/30/2025**	**10/30/2026**
e. Technical Support	**5/30/2025**	**10/30/2026**
2. DOCUMENTATION		
f. TPM: Memorandum Templates and Deliverables	**10/1/2025**	**10/30/2026**

** Task Start/End dates may shift depending on actual NTP date*

Commissioners Court - Regular Session **37.**

Meeting Date: 11/04/2025

On-Call Environmental (Schultz Lane) – SWCA – WA#11

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 11 to the On-Call Environmental Services (Schultz Lane) contract executed May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program.

Background

This Work Authorization No. 11 is for environmental services in the amount of $10,849.50 and terminates on October 31, 2026. Project: P656 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Environmental (Schultz Lane) – SWCA – WA#11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 04:19 PM
Form Started By: Ragan Riggs		Started On: 10/27/2025 04:45 PM
Final Approval Date: 10/28/2025		

Reviewed by DFG
P656

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 11
PROJECT: Schultz Lane – Environmental Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated May 9, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Firm").

Part 1. The Firm will provide the following Environmental Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $10,849.50.

Part 3. Payment to the Firm for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on October 31, 2026. The Firm's Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Firm understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Firm that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

FIRM:	COUNTY:
SWCA Environmental Consultants	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A: Services to be Provided by the County

Attachment B: Services to be Provided by the Firm

Attachment C: Work Schedule

Attachment D: Fee Schedule

APPROVED
By Christen Eschberger at 3:02 pm, Oct 27, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR THE SCHULTZ LANE PROJECT

WORK AUTHORIZATION NO. 11
PROJECT: Schultz Lane – Environmental Services

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.
2. Assistance to the Firm, as necessary, with obtaining data and information from other local, regional, State, and Federal agencies required for this project.
3. Obtain Rights-of-entry from landowners that are unwilling to grant access to the Firm.
4. Provide available appropriate County data on file, plans, and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the County's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide timely reviews and decisions necessary for the Firm to maintain the project work schedule. Review recommendations offered by the Firm, progress of work, and final acceptance of all documents.
7. Submittal of documentation to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders and coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Firm and the County's other subconsultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Provide an agent as necessary to secure proposed right-of-way.
13. Provide construction observation and review contractor pay applications and progress.
14. Provide Firm with Contractor submittals, Requests for Information, shop drawings, and correspondence.
15. Review Firm progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
FOR THE SCHULTZ LANE PROJECT

WORK AUTHORIZATION NO. 11
PROJECT: Schultz Lane – Environmental Services

The County proposes widening Schultz Lane from Louis Henna Boulevard to Monica Lane/New Meister Lane for safety improvements (project). The project will include intersection improvements and a continuous center lane on Schultz Lane that includes 3.8 acres (project area). The Firm received the project area shape on September 24, 2025, as shown in Figure 1.

The project area may contain monarch butterfly (*Danaus plexippus*) and tricolored bat (*Perimyotis subflavus*) habitat, both of which are proposed for federal protection under the Endangered Species Act (ESA).

Environmental services will be provided upon the request of the County as needed for the project, including the following:

- Project Management
- Threatened and Endangered Species Habitat Assessment

To perform these environmental services, the Firm will access those parcels within the project area where right-of-entry has been obtained, which will be coordinated by the County. Parcels requiring a separate site visit may require a Supplemental Work Authorization.



Figure 1. Project area map.

Phase 01: Project Management

For Phase 01, the Firm is using modified scope language from the County's typical work authorization describing project management.

1. COMMUNICATION:
    a. Firm shall designate one environmental consultant (Texas) to be responsible for the project management, and all communications with the County and its representatives.

2. MONTHLY PROGRESS REPORTS, INVOICES, & BILLINGS (**12** months assumed):
    a. Submit monthly progress status reports to the County. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, and lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
    b. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

3. PROJECT COORDINATION & ADMINISTRATION:
    a. Prepare and maintain routine project record keeping, including records of meetings and minutes.
    b. Correspondence and coordination will be handled through and with the concurrence of the County.
    c. Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Firm's team/staff, coordinate and review subconsultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

4. PROGRESS/COORDINATION MEETINGS (**3** virtual meetings assumed):
    a. Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary, to communicate development of the project and design issues.
    b. Conduct internal coordination meetings as required to advance the development of the project.

5. PROJECT DOCUMENTS/FILES:
    a. All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

6. DELIVERABLES:
    a. Monthly Invoices and Progress Reports, including Deliverable Table
    b. Meeting Minutes, Sign-in Sheets, and Agendas
    c. Project Schedule and Updates
    d. Project Files

Phase 02: Threatened and Endangered Species Habitat Assessment

The Firm will perform a field investigation of land features and vegetation communities within the project area to evaluate the potential for federally listed threatened and endangered species habitat to occur within the project area. The investigation will also address habitat for species that the USFWS has proposed to list as threatened or endangered.

Trees within the project area could host the tricolored bat, which is proposed for protection under the ESA as endangered. Finally, the monarch butterfly is a candidate species for protection under the ESA and could lay eggs on milkweed (*Asclepias* sp.) or use nectar plants for foraging in treeless portions of the project area.

Field investigation methods in Phase 02 for identifying potentially suitable habitat for federally protected species or species that could become protected in the near future will consist primarily of a visual reconnaissance of existing conditions within the project area. The Firm anticipates that one biologist familiar with tricolored bat and monarch butterfly habitat identification will perform the field investigation for part of one day by walking throughout the project area and assessing habitat components. Potential habitat identified during the survey will be evaluated, photographed, and recorded using a data collection tablet.

Following the completion of the field investigation, the Firm will coordinate with the County to discuss results and determine desired next steps.

Deliverables

- The Firm will prepare a draft and final threatened and endangered species habitat assessment and impacts analysis report, which will include a map depicting the distribution within the project area of any potentially suitable habitat for federally listed species or species that may become listed in the near future. Within 4 weeks of the field investigation, the Firm will provide the County with a draft report in electronic format (PDF) for review and comment. The Firm will respond to one round of comments and will provide the County with a final version of the report in electronic format within 2 weeks of receiving comments.

ATTACHMENT C
WORK SCHEDULE
FOR THE SCHULTZ LANE PROJECT

WORK AUTHORIZATION NO. 11
PROJECT: Schultz Lane – Environmental Services

The Firm is prepared to begin work immediately upon receiving a Notice to Proceed (NTP) for the work schedule provided for assigned tasks as given. The Firm will perform the field survey within 3 weeks of NTP and will submit the first draft of the report to the County within 6 weeks of field survey completion. All work is expected to be completed and finalized by October 31, 2026.

ATTACHMENT D
FEE SCHEDULE
FOR THE SCHULTZ LANE PROJECT

WORK AUTHORIZATION NO. 11
PROJECT: Schultz Lane – Environmental Services

Table 1. Anticipated Fee Details

Project Role	Per Unit Rate	Number of Units	Value
Labor			
Specialist I	$77.00	–	$0.00
Specialist III	$91.00	–	$0.00
Specialist III	$104.00	2	$208.00
Specialist IV	$114.00	–	$0.00
Specialist V	$123.00	38.5	$4,735.50
Specialist VI	$137.00	–	$0.00
Specialist VIII	$147.00	10	$1,470.00
Specialist VIII	$158.00	–	$0.00
Specialist IX	$169.00	23	$3,887.00
Specialist X	$189.00	–	$0.00
Specialist XI	$207.00	–	$0.00
Specialist XII	$226.00	–	$0.00
Subject Matter Expert I	$230.00	2	$460.00
Labor Subtotal			***$10,760.50***
Direct Costs			
Mileage	$0.70	70	$49.00
Tablet & Geode	$40.00	1	$40.00
Direct Costs Subtotal			***$89.00***
GRAND TOTAL			**$10,849.50**

ATTACHMENT D
FEE SCHEDULE
FOR THE SCHULTZ LANE PROJECT

Assumptions

General Assumptions:

- The estimated cost is based upon complete and open access to the project area.
- All land acquisition or right-of-entry to the project area will be obtained by the County prior to the commencement of field investigations described within this Work Authorization.
- Factors beyond the Firm's control, such as access restrictions, inclement weather, or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a Supplemental Work Authorization.

Phase 01 – Project Management:

- None.

Phase 02 – Threatened and Endangered Species Habitat Assessment:

- The field investigation will be performed by one qualified biologist during part of one day.
- The estimated cost does not include presence/absence surveys for any species.

Commissioners Court - Regular Session **38.**

Meeting Date: 11/04/2025

Waterline Easement in SW Regional Park

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on granting a waterline easement to the City of Round Rock located in the SW Regional Park.

Background

The agreement for this waterline was previously approved by the commissioners court on 10/7/25 agenda item #57. Because the County is the grantor, it is appropriate to execute the easement form first so that the City of Round Rock can then accept the easement. The funds for this easement grant will go into 2023 Park Bonds P605

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:23 AM
Form Started By: Don Childs		Started On: 10/28/2025 04:16 PM
Final Approval Date: 10/29/2025		

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATERLINE EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That **WILLIAMSON COUNTY, TEXAS**, whose address is Attn: County Auditor, 710 Main Street, Suite 101, Georgetown, Texas 78626, and its successors and assigns (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by the **CITY OF ROUND ROCK, TEXAS**, a Texas municipal corporation, (hereinafter referred to as "Grantee"), whose mailing address is 221 East Main Street, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual Waterline Easement ("Waterline Easement") right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a water transmission and/or distribution or service delivery system and lines, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across the following described property of Grantor (collectively the "Easement Area"), to-wit:

> Being a 0.088 acre tract of land situated in the John D. Anderson Survey, Abstract No. 15 in Williamson County, Texas; said tract being more particularly described by field notes in the attached Exhibit "A," incorporated herein by reference for all purposes **(Parcel—St. Alphonsa).**

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the hereinabove described property, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Waterline Easement, rights and privileges herein granted shall be perpetual; provided, however, that said Waterline Easement, rights and privileges shall cease and revert to Grantor in the event the said lines are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Upon completion of the construction and installation of the line in the tract identified in the attached Exhibit "A," Grantee shall, as reasonably possible, restore the surface of the Waterline Easement, including boundary fencing, gates or existing drainage structures to the condition in which it was found before any such work was undertaken.

Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the waterline lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the waterline lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) Executive Director of Public Works at 3400 Sunrise Road, Round Rock, Texas 78665.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, otherwise by such route(s) as shall occasion the least practicable damage and inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the Easement Area by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible and at its sole cost and expense, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;

(b) the right of construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;

(c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;

(d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;

(e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the reasonable opinion of Grantee may be a hazard to the waterline lines, valves, appliances, fittings, or other improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee shall not trim and/or cut down and clear away any trees and/or brush outside of the Easement Area without the prior written consent of Grantor, and shall be removed by Grantee;

(f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

(g) the right to support the waterline(s) across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the Easement Area; and

(b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands.

Notwithstanding anything in this instrument to the contrary, Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement Area, including the right to build and use the surface of the Easement Area for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Area any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area, which consent and approval shall not be unreasonably withheld, conditioned or delayed. By execution and acceptance of the Easement the parties acknowledge that the existing concrete drainage structure and headwall within the Easement Area are permitted purposes, uses and improvements of Grantor within the Easement.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

By acceptance of this Easement Grantee acknowledges and agrees that if the location of Easement Area and/or any facilities contained therein are required to be adjusted or relocated as a direct result of any future widening or other improvement to the adjacent roadway facilities, that Grantee shall be responsible for all costs connected with obtaining a replacement easement and/or relocation of the facilities contained therein.

Grantor hereby dedicates the Waterline Easement as a public utility Waterline Easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described Waterline 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 _____ day of _____, 2025.

[signature page follows]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Steve Snell, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Steve Snell, in the capacity and for the purposes and consideration recited therein.

_____ (Seal)
Signature of Notary Public

Print Name: _____

ACCEPTED BY GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Brooks Bennett, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Brooks Bennett, Round Rock City Manager, in the capacity and for the purposes and consideration recited therein.

_____ (Seal)
Signature of Notary Public

Print Name: _____

FIELD NOTES
JOB NO. 250741–00
DATE: OCTOBER 6, 2025
PAGE 1 OF 1

WATER LINE EXHIBIT "A"

0.088 ACRES

BEING 0.088 ACRES OF LAND SITUATED IN THE JOHN D. ANDERSON SURVEY, ABSTRACT No. 15 IN WILLIAMSON COUNTY, TEXAS, OUT OF THAT TRACT DESCRIBED AS 237.026 ACRES IN A DEED WITHOUT WARRANTY TO WILLIAMSON COUNTY, RECORDED AS DOCUMENT NO. 2006065107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: at a calculated point in the northeast right-of-way margin of County Road 175 for the southwest corner of this tract, from which the southwest corner of said 237.026 acre Williamson County property bears Southeast along said right-of-way, approximately 436 feet;

THENCE: N 45°43'47" W, 15.85 feet along said right-of-way to a calculated point for an exterior "ell" corner of the southwest line of this tract;

THENCE: through said Williamson County tract for the southeast line of this tract the following five (5) courses:

1. **N 44°16'13" E, 17.59 feet** to a calculated point,
2. **N 46°19'48" W, 28.41 feet** to a calculated point,
3. **N 19°46'58" W, 14.27 feet** to a calculated point,
4. **N 46°19'48" W, 9.63 feet** to a calculated point,
5. **S 43°40'12"W, 23.43 feet** to a calculated point in the said right-of-way margin, for an exterior "ell" corner of the southwest line of this tract;

THENCE: N 45°43'47" W 59.11 feet along said right-of-way to a calculated point for the northwest corner of this tract;

THENCE: through said Williamson County tract for the northwest, northeast and southeast lines of this tract the following three (3) courses:

1. **N 43°22'44" E, 37.69 feet** to a calculated point for the northeast corner of this tract,
2. **S 46°19'48" E, 126.17 feet** to a calculated point for the southeast corner of this tract,
3. **S 44°16'13" W, 39.00 feet** to the **POINT OF BEGINNING** and containing 0.088 acres of land more or less.

Bearings cited herein based on: Texas State Plane Coordinate System, Grid North, Central Zone, (4203) NAD 83. This Metes and Bounds description may not be used in violation of State of Texas Local Government Code, Chapter 212 or 232, Regulations of Subdivisions. Unless this Field Note description, including preamble, seal and signature, appears in its entirety, and original form, this surveyor assumes no responsibility or liability for its accuracy. Texas land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this Field Note description.

Danny J. Stark, R.P.L.S. No. 5602
State of Texas

STATE OF TEXAS
REGISTERED
DANNY J STARK
5602
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
-A Land Surveying Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

S:\2025 PROJECTS\250741 J D ANDERSON SVY AW0016 AC 5.000 - 3600 COUNTY ROAD 175\250741 WATER LINE EASEMENT 0.088 ACRES.odt

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

September 30, 2025

Via e-mail jen@hendersonpe.com
Joy Alappatt, Bishop of St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas
3600 CR 175
Leander, Texas 78641

Re: Wilco SW Regional Park—Round Rock waterline easement

Dear Sir:

Please allow this letter to set out my understanding regarding our Agreement for the conveyance of a permanent waterline easement by Williamson County (the "County") to the City of Round Rock ("City") as part of improvements to the City's water infrastructure system to provide utility service for the proposed St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas ("St. Alphonsa") site development ("Project").

By execution of this letter the parties agree as follows:

1. In return for County's delivery to City of a fully executed and acknowledged waterline easement ("Easement") in the form substantially as shown in Exhibit "A" attached hereto and incorporated herein, and following final form approval by City, St. Alphonsa shall pay County the sum of **$3.00/SF** multiplied by the total number of square feet within the Easement to be acquired ("Purchase Price"), currently estimated to be approximately 3,903 square feet, based upon final metes and bounds survey of the Easement area to be completed by St. Alphonsa at its sole cost prior to Closing, and in the location generally as shown on Exhibit "B" attached hereto.

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, the County shall provide reasonable assistance, at no cost to County, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to City or to the Easement Grantee in completion of this transaction. St. Alphonsa shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. County

shall assist St. Alphonsa and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by St. Alphonsa of the full Purchase Price to the Title Company, St. Alphonsa, its agents and contractors shall be permitted at any time after October 15, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction Project.

To the extent allowed by law St. Alphonsa, its agents and contractors agree to release, indemnify, and otherwise hold County harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement and the Title Company to expeditiously complete the Closing of the purchase transaction.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

/s/ Don Childs
Don Childs
Sheets & Crossfield, PLLC

[signature page follows]

AGREED:

Joy Alappatt, Bishop of St. Alphonsa Syro-Malabar Catholic Church, Austin, Texas

Date: 09/29/2025

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: Steve Snell (Oct 7, 2025 21:04:08 CDT)

Steve Snell
County Judge

Date: Oct 7, 2025

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATERLINE EASEMENT

THE STATE OF TEXAS	§	
	§	**KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON	§	

That **WILLIAMSON COUNTY, TEXAS**, whose address is Attn: County Auditor, 710 Main Street, Suite 101, Georgetown, Texas 78626, and its successors and assigns (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by the **CITY OF ROUND ROCK, TEXAS**, a Texas municipal corporation, (hereinafter referred to as "Grantee"), whose mailing address is 221 East Main Street, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual Waterline Easement ("Waterline Easement") right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a water transmission and/or distribution or service delivery system and lines, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across the following described property of Grantor (collectively the "Easement Area"), to-wit:

> Being a _____ acre (_____ square foot) tract of land situated in the _____ Survey, Abstract No. _____ in Williamson County, Texas; said tract being more particularly described by field notes and sketch in the attached Exhibit "A," incorporated herein by reference for all purposes **(Parcel ___).**

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the hereinabove described property, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Waterline Easement, rights and privileges herein granted shall be perpetual; provided, however, that said Waterline Easement, rights and privileges shall cease and revert to Grantor in the event the said lines are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Upon completion of the construction and installation of the line in the tract identified in the attached Exhibit "A," Grantee shall, as reasonably possible, restore the surface of the Waterline Easement, including boundary fencing, gates or existing drainage structures to the condition in which it was found before any such work was undertaken.

Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the waterline lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the waterline lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) Executive Director of Public Works at 3400 Sunrise Road, Round Rock, Texas 78665.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, otherwise by such route(s) as shall occasion the least practicable damage and inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the Easement Area by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible and at its sole cost and expense, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;

(b) the right of construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;

(c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;

(d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;

(e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the reasonable opinion of Grantee may be a hazard to the waterline lines, valves, appliances, fittings, or other improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee shall not trim and/or cut down and clear away any trees and/or brush outside of the Easement Area without the prior written consent of Grantor, and shall be removed by Grantee;

(f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

(g) the right to support the waterline(s) across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the Easement Area; and

(b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands.

Notwithstanding anything in this instrument to the contrary, Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement Area, including the right to build and use the surface of the Easement Area for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Area any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area, which consent and approval shall not be unreasonably withheld, conditioned or delayed. By execution and acceptance of the Easement the parties acknowledge that the existing concrete drainage structure and headwall within the Easement Area are permitted purposes, uses and improvements of Grantor within the Easement.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

By acceptance of this Easement Grantee acknowledges and agrees that if the location of Easement Area and/or any facilities contained therein are required to be adjusted or relocated as a direct result of any future widening or other improvement to the adjacent roadway facilities, that Grantee shall be responsible for all costs connected with obtaining a replacement easement and/or relocation of the facilities contained therein.

Grantor hereby dedicates the Waterline Easement as a public utility Waterline Easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described Waterline 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 _____ day of _____, 2025.

[signature page follows]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Steve Snell, County Judge

ACKNOWLEDGMENT

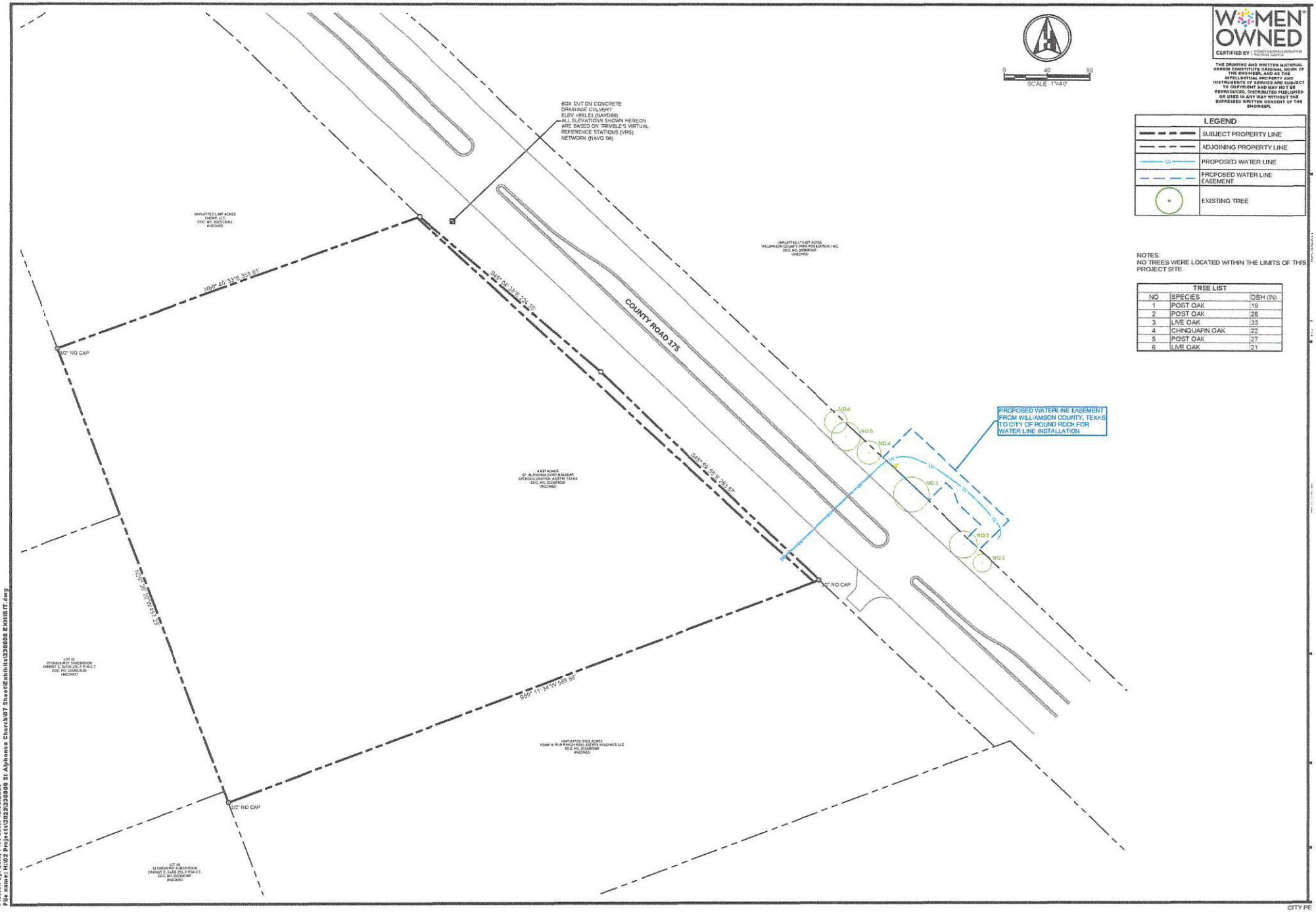
STATE OF TEXAS)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Steve Snell, in the capacity and for the purposes and consideration recited therein.

_____ (Seal)
Signature of Notary Public

Print Name: _____

EXHIBIT "B" LOCATION OF EASEMENT PROPERTY
FOLLOWS



WOMEN OWNED
CERTIFIED BY | WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

THE DRAWING AND WRITTEN MATERIAL HEREIN CONSTITUTE ORIGINAL WORK OF THE ENGINEER, AND AS THE INTELLECTUAL PROPERTY AND INSTRUMENTS OF SERVICE ARE SUBJECT TO COPYRIGHT AND MAY NOT BE REPRODUCED, DISTRIBUTED PUBLISHED OR USED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ENGINEER.

LEGEND	
	SUBJECT PROPERTY LINE
	ADJOINING PROPERTY LINE
W	PROPOSED WATER LINE
	PROPOSED WATER LINE EASEMENT
	EXISTING TREE

NOTES:
NO TREES WERE LOCATED WITHIN THE LIMITS OF THIS PROJECT SITE.

TREE LIST		
NO	SPECIES	DBH (IN)
1	POST OAK	18
2	POST OAK	26
3	LIVE OAK	33
4	CHINQUAPIN OAK	22
5	POST OAK	27
6	LIVE OAK	21

Plotted by: Luis Plot date: 10/30/2025
File name: H:\02 Projects\2023\23036900 St Alphonsa Church\07 Sheets\Exhibits\230600 EXHIBIT.dwg

CITY PE

10/7/25 Agenda Item #57

Final Audit Report 2025-10-08

Created:	2025-10-07
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnustkIln8k2G0OIz2YtoKghnqz4cNyO5

"10/7/25 Agenda Item #57" History

Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2025-10-07 - 6:29:05 PM GMT

Document emailed to Delia Colon (delia.colon@wilcotx.gov) for signature
2025-10-07 - 6:29:26 PM GMT

Email viewed by Delia Colon (delia.colon@wilcotx.gov)
2025-10-07 - 7:21:17 PM GMT

Document signing delegated to Steve Snell (steve.snell@wilcotx.gov) by Delia Colon (delia.colon@wilcotx.gov)
2025-10-07 - 7:21:56 PM GMT

Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature
2025-10-07 - 7:21:56 PM GMT

Email viewed by Steve Snell (steve.snell@wilcotx.gov)
2025-10-08 - 2:03:53 AM GMT

Document e-signed by Steve Snell (steve.snell@wilcotx.gov)
Signature Date: 2025-10-08 - 2:04:09 AM GMT - Time Source: server

Agreement completed.
2025-10-08 - 2:04:09 AM GMT

Adobe Acrobat Sign

Commissioners Court - Regular Session

Meeting Date: 11/04/2025

National Animal Shelter Appreciation Week

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing November 2nd -8th, 2025 as National Animal Shelter Appreciation Week.

Background

National Animal Shelter Appreciation Week is dedicated to recognizing the invaluable work done by animal shelters and the dedicated individuals who care for animals in need. This week serves to highlight the efforts of shelter staff and volunteers who work tirelessly to rescue, rehabilitate, and rehom

Fiscal Impact

From/To	Acct No.	Description

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 02:32 PM
Form Started By: Misty Valenta		Started On: 10/27/2025 02:23 PM
Final Approval Date: 10/27/2025		

e animals. It also aims to raise awareness about the importance of supporting local shelters through volunteering, donations, and advocacy.

	Amount

Commissioners Court - Regular Session **40.**

Meeting Date: 11/04/2025

November 2025 Wellness Updates

Submitted For: Allen Frederick **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action, regarding the November 2025 Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

11 04 CC Benefits Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 03:43 PM
Form Started By: Shelley Loughrey		Started On: 10/27/2025 03:22 PM
Final Approval Date: 10/27/2025		

WELLNESS UPDATE

11/04/2025

WILCO ONE

one body one mind one you one place

November 2025 Updates

- Wellness Actions are due in the Personify Health system by **12/01/2025**
- Please allow up to 14 business days for forms to process
- Biometric forms must show as processed by the deadline to be considered complete
- No exceptions, appeals, or grace periods

WELLNESS LEADERSHIP RETREAT

- 9am – 11am, December 12th, 2025, at the Georgetown Annex Building, 100 Wilco Way, Room #226
- Sponsored by Judge Snell, Commissioner Long, and Commissioner Covey
- Engaging and interactive information on our Wellness Program
- Light Refreshments and swag will be provided
- RSVP through the calendar invite

BENEFITS &WELLNESS COMMUNICATIONS

❖How often do we communicate?

- Benefits Team communicates throughout the year on important information regarding benefits and wellness information

❖Methods of communication?

- Email, in person presentations, post card mailers, videos, provider websites/apps, newsletters, and push notifications are used to communicate with the employees and spouses

❖Why do these communications matter?

- We want to ensure employees have the information for available resources that impact their life and overall wellbeing goals

Commissioners Court - Regular Session **41.**

Meeting Date: 11/04/2025

Public Hearing for Uncompensated Care (HUG) Fund / Budget for PCN 1642

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct a public hearing relating to a request by EMS on the Uncompensated Care (HUG) Fund for a budget increase on Position Control Number (PCN) 1642, (Community Paramedic).

Background

For FY25, Position Control Number 1624 had a budget of $94,938.95 and was filled with an employee at a salary of $80,747.06. Subsequently, this person left, the position was vacant, and an offer was extended at the budgeted amount of $94,938.95 to backfill the position (all within policy). This individual was expected to fill this position prior to September 30th (end of fiscal year) but was delayed and unable to start until FY26, in the new fiscal year. Unfortunately, at the beginning of each new fiscal year, excess funds (or any funds over and above the salary amount) are "swept". Because of this, the salary/budget is short when an offer has already been made. Because of the 2% COLA awarded by the Commissioners Court for FY26, the new salary amount on this PCN is $82,362, leaving a shortfall of $12,576.95 (the amount being requested). Should this item be approved, a budget amendment to the 0338 (Uncompensated Care Fund/HUG) will be submitted the following week.

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	10/24/2025 03:50 PM
Form Started By: Ashlie Holladay		Started On: 10/24/2025 10:45 AM
Final Approval Date: 10/24/2025		

Commissioners Court - Regular Session **42.**

Meeting Date: 11/04/2025

Budget Increase on PCN1642

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action approving a budget increase to PCN 1642 (currently vacant) in the Uncompensated Care / HUG Fund.

Background

This increase would take effect upon approval of this item, restoring the position budget on PCN 1642, Community Paramedic, back to the FY25 budgeted amount of $94,938.95, requiring an additional $12,576.95. Should this item be approved, a one-sided budget amendment will be placed on a subsequent agenda.

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	10/24/2025 03:50 PM
Form Started By: Ashlie Holladay		Started On: 10/24/2025 12:55 PM
Final Approval Date: 10/24/2025		

Commissioners Court - Regular Session **43.**

Meeting Date: 11/04/2025

FY 2026 Capital Improvement Program

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2026 Capital Improvement Program.

Background

Action was taken on 9/9/25 Commissioners Court agenda # 49 and 9/30/25 Commissioners Court agenda # 53 to approve budgets and assignments of project numbers for a portion of the 2026 Capital Improvement Program. An updated list is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2026 Capital Improvement Plan Requests 10 28 25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:21 AM
Form Started By: Karen Knightstep		Started On: 10/27/2025 09:48 AM
Final Approval Date: 10/29/2025		

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	Approved 2026	9/9/2025	9/30/2025	11/4/2025
EXISTING PROJECTS				**$ 209,625,858**	**$ 127,294,513**	**$ 32,296,711**	**$ 17,309,211**			
TECHNOLOGY				**$ 43,600,000**	**$ 19,500,000**	**$ 7,600,000**	**$ 7,600,000**			
P709		County Buildings Fiber Optic Improvements *(See project tab for further breakout)*		$ 14,000,000	$ 9,500,000	$ -	$ -			
P710	0220	ERP Purchase/Upgrade		$ 7,000,000	$ 2,000,000	$ 5,000,000	$ 5,000,000	$ 5,000,000.00		
P604		Public Safety Software Suite *(See project tab for further breakout)*		$ 8,600,000	$ 6,000,000	$ 2,600,000	$ 2,600,000	$ 2,600,000.00		
P633	0587-24-1001	Radio Tower Additions		$ 14,000,000	$ 2,000,000	$ -	$ -			
PRECINCT 4 ANNEX				**$ 8,082,013**	**$ 6,494,513**	**$ 3,087,500**	**$ -**			
P548		JP4 Hutto Annex Buildout (Dental Office)		$ 4,994,513	$ 3,394,513	$ 1,600,000	$ -			
P602	1015-15-0120	Medic 42 Taylor Ambulance Station (New Bldg)		$ 2,400,000	$ 1,600,000	$ 800,000	$ -			
1005	0540-26-1005	M-42 Demo and Temp Building Addition (temp solution)		$ 527,500	$ -	$ 527,500	$ -			
5000	0454-26-5000	JP4 Micro Annex - New Structure/Building		$ 160,000	$ -	$ 160,000	$ -			
P638	1033-24-4120	Taylor Office Remodel (Tax Office)			$ 1,500,000		$ -			
LAKE CREEK ANNEX IMPROVEMENTS				**$ 15,550,000**	**$ 6,000,000**	**$ 5,550,000**	**$ 5,550,000**			
P632	See project tab for further breakout	Entire Building		$ 5,950,000	$ 5,000,000	$ 950,000	$ 950,000	$ 950,000.00		
		911 Training Center		$ 9,600,000	$ 1,000,000	$ 4,600,000	$ 4,600,000	$ 4,600,000.00		
JUSTICE COMPLEX				**$ 23,993,845**	**$ 400,000**	**$ 13,959,211**	**$ 3,959,211**			
5004	0100-25-0409	Kitchell Program Manager *(see project tab for further breakout)*		$ 9,328,885	$ 400,000	$ 1,523,281	$ 1,523,281	$ 1,523,281.00		
		HOK		$ 3,538,960	$ -	$ 1,710,930	$ 1,710,930	$ 1,710,930.00		
		Halff		$ 1,126,000	$ -	$ 725,000	$ 725,000	$ 725,000.00		
		Land Purchase - Estimated amount		$ 10,000,000	$ -	$ 10,000,000	$ -			
JUVENILE JUSTICE CENTER				**$ 115,580,000**	**$ 92,680,000**	**$ 1,500,000**	**$ -**			
P578		**JJC Expansion Phase I-II Contingencies**		**$ 94,180,000**	**$ 92,680,000**	**$ 1,500,000**	**$ -**	**$ 1,500,000.00**	**$ (1,500,000.00)**	
P578	1045-26-P578	Master Plan Phase III-V (See project tab for details)		$ 17,332,000		$ -	$ -			
SHERIFF'S OFFICE TRAINING CENTER				**$ 500,000**	**$ 300,000**	**$ 200,000**	**$ 200,000**			
P718		SOTC - Parking Expansion		$ 500,000	$ 300,000	$ 200,000	$ 200,000	$ 200,000.00		
ESOC DATA CENTER				**$ 2,320,000**	**$ 1,920,000**	**$ 400,000**	**$ -**			
P609		ESOC Data Center Computer Air Conditioning (CRAC) Unit		$ 2,320,000	$ 1,920,000	$ 400,000	$ -			
NEW PROJECT REQUESTS				**$ 36,896,000**	**$ -**	**$ 28,596,000**	**$ 6,650,000**			
BUILDINGS				**$ 2,700,000**	**$ -**	**$ 2,700,000**	**$ 1,000,000**			
5003	0509-26-5003	Lipstick Project		$ 1,500,000	$ -	$ 1,500,000	$ 1,000,000	$ 1,000,000.00		
5002	1063-26-5002	Covered Awnings - Facility Service Center / N. Inner Loop Campus		$ 1,200,000	$ -	$ 1,200,000	$ -			
EMERGENCY SERVICES				**$ 650,000**	**$ -**	**$ 650,000**	**$ -**			
0196	0581-22-0196	Security Fence Upgrade for ESOC	3	$ 650,000	$ -	$ 650,000	$ -			
PUBLIC SAFETY				**$ 4,500,000**	**$ -**	**$ -**	**$ -**			
1002	0587-24-1002	Radio Technology Upgrade to TDMA	2	$ 4,500,000	$ -	$ -	$ -			
INFORMATION TECHNOLOGY SERVICES				**$ 2,500,000**	**$ -**	**$ 2,500,000**	**$ 2,500,000**			
2000	0510-26-2000	New Enterprise Asset Management Solution	1	$ 2,500,000	$ -	$ 2,500,000	$ 2,500,000	$ 2,500,000.00		
PARKS				**$ 625,000**	**$ -**	**$ 625,000**	**$ -**			

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	Approved 2026	9/9/2025	9/30/2025	11/4/2025
3005	1087-25-3005	River Ranch Equestrian Pavilion	1	$ 625,000	$ -	$ 625,000	$ -			
INFRASTRUCTURE				**$ 18,721,000**	**$ -**	**$ 14,921,000**	**$ 750,000**			
5001	0200-0210-26-5001	Personnel Muster Facility	1	$ 4,800,000	$ -	$ 1,000,000	$ 750,000	$ 750,000.00		
278	0200-0210-25-278	Three-Sided Equipment Storage Shed	2	$ 255,000	$ -	$ 255,000	$ -			
277	0200-0210-25-277	NE Inner Loop Yard Fencing	3	$ 285,000	$ -	$ 285,000	$ -			
276	0200-0210-25-276	NE Inner Loop Yard Electricity, Security Lighting, Gates, and Cameras	4	$ 856,000	$ -	$ 856,000	$ -			
4029	1026-19-4029	Fleet Heavy Equipment Shop	5	$ 9,900,000	$ -	$ 9,900,000	$ -			
15654	0200-0210-23-15654	Sand Storage Building	6	$ 2,625,000	$ -	$ 2,625,000	$ -			
SHERIFF'S OFFICE / CORRECTIONS				**$ 5,200,000**	**$ -**	**$ 5,200,000**	**$ 2,400,000**			
4130	1008-26-4130	Jail -North Backup Power	1	$ 2,400,000	$ -	$ 2,400,000	$ 2,400,000	$ 2,400,000.00		
4116	0560-23-4116	SOTC - Range Training Room	2	$ 430,000	$ -	$ 430,000				
4126	0560-25-4126	Gun Range: High Angle Rescue Rappelling Tower	3	$ 1,500,000	$ -	$ 1,500,000	$ -			
4122	1008-24-4122	SO - Renovation of Crime Scene Lab (See also Lake Creek Project)	4	$ 870,000	$ -	$ 870,000	$ -			
JUSTICE CENTER				**$ 2,000,000**	**$ -**	**$ 2,000,000**	**$ -**			
4048	1009-19-4048	CJC Transition Remodel *(old Basement Request)*		$ 2,000,000	$ -	$ 2,000,000	$ -			
ADDED DURING DISCUSSION				**$ -**	**$ -**	**$ -**	**$ -**			
							$ -			
							$ -			
							$ -			

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 16, 2025

TOTAL REQUESTED / APPROVED	**31**	**$ 246,521,858**	**$ 127,294,513**	**$ 60,892,711**	**$ 23,959,211**	**$ 25,459,211**	**$ (1,500,000)**	**$ -**
FY26 CIP BUDGET					**$ 42,358,964**	**$ 42,358,964**	**$ 16,899,753**	**$ 18,399,753**
REMAINING FUNDS TO ALLOCATE					**$ 18,399,753**	**$ 16,899,753**	**$ 18,399,753**	**$ 18,399,753**

Commissioners Court - Regular Session **44.**

Meeting Date: 11/04/2025

2013 Park Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move $225,000 from P447 (Hike & Bike Trail Pct. 2) to a new project to pave Trail Q at River Ranch County Park.

Background

This transfer is needed to create and fund a new project (P736) for the pavement of a trail at River Ranch County Park.

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	10/29/2025 08:23 AM
Form Started By: Karen Knightstep		Started On: 10/28/2025 04:42 PM
Final Approval Date: 10/29/2025		

Commissioners Court - Regular Session **45.**

Meeting Date: 11/04/2025

2023 Park Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2023 Park Bond transfer to move $825,000 from P635 (Expo West Arena & Amenities) to P648 (Expo Center AV Enhancements).

Background

This transfer is needed to cover the additional bid costs exceeding budget for the audiovisual (AV) systems upgrade and the AV commissioning costs at the Williamson County Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:21 AM
Form Started By: Karen Knightstep		Started On: 10/24/2025 02:30 PM
Final Approval Date: 10/29/2025		

Commissioners Court - Regular Session **46.**

Meeting Date: 11/04/2025

Approval of Purchase #2026-075 for the Annual Software Maintenance for Orion Collections from Tyler Technologies, Inc. for the Tax Office

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 annual purchase #2026-075 from Tyler Technologies for Orion Software Maintenance and Support in the amount of $116,695.00 and exempting Tyler Technologies, Inc. from the competitive bidding requirements per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Tax Office. Tyler Technologies is the current and only provider of their Orion software that the Tax Office utilizes, and can therefore be the only provider of the annual software maintenance and support. An invoice is attached that covers the period from October 1st, 2025 to September 30th, 2026. Funding source is 01.0100.0499.004208 as per the FY26 budget. The Budget, Contract Audit and General Council have been approved. Origination #3900. Department contact is Larry Gaddes. Tyler Technologies is publicly traded, no 1295 form is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 04:53 PM
Form Started By: Barbi Hageman		Started On: 10/24/2025 09:51 AM
Final Approval Date: 10/27/2025		

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
[redacted]	09/01/2025	1 of 1

Questions:
Tyler Technologies -
Phone: 1-800-772-2260 Press 2, then 4
Email: ar@tylertech.com

Bill To: WILLIAMSON COUNTY TAX OFFICE
904 SOUTH MAIN
GEORGETOWN, TX 78626

Ship To: WILLIAMSON COUNTY TAX OFFICE
904 SOUTH MAIN
GEORGETOWN, TX 78626

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
[redacted]	[redacted]		USD	NET30	10/01/2025

Date	Description	Units	Rate	Extended Price
	Orion: Collections Online	1	116,695.00	116,695.00
	Cycle Start: 01/Oct/2025, End: 30/Sep/2026			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	116,695.00
Sales Tax	0.00
Invoice Total	116,695.00

Commissioners Court - Regular Session **47.**

Meeting Date: 11/04/2025

Salary Study Cycle 2.3 - Proposed Organizations

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the list of proposed organizations for cycle 2.3 of the salary study. In addition to the outlined organizations, Elected Officials (WILCO EO Grade) will also be reviewed during cycle 2.3.

Background

The salary study is conducted over a three-year cycle. Any changes recommended during cycle 2.3 would be submitted for approval during the Fiscal Year 2027 budget process. If approved, changes would go into effect in October 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cycle 2.3 Proposed Orgs

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	10/28/2025 02:26 PM
County Judge Exec Asst.	Delia Colon	10/28/2025 03:09 PM
Form Started By: Kaylan Diederich		Started On: 10/28/2025 02:06 PM
Final Approval Date: 10/28/2025		

SALARY STUDY CYCLE 2.3

Proposed Organizations

Total Organizations – 27

Total Position Classifications - 172

Total Positions – 445

Organization	Classification Count	Position Count
☐ Budget Office	4	4
☐ Commissioner Precinct 1	2	2
☐ Commissioner Precinct 2	2	2
☐ Commissioner Precinct 3	2	2
☐ Commissioner Precinct 4	2	2
☐ Commissioners Court	1	3
☐ Constable Precinct 1 (civilian)	1	3
☐ Constable Precinct 2 (civilian)	1	2
☐ Constable Precinct 3 (civilian)	1	2
☐ Constable Precinct 4 (civilian)	1	3
☐ Corrections (civilian)	13	41
☐ County Judge & HUD CDBG	3	3
☐ County Manager	2	2
☐ County Treasurer	3	4
☐ Death Inquests	2	4
☐ Elections	17	20
☐ Extension Service	3	4
☐ Human Resources & Benefits	13	19
☐ Magistrate Office	1	4
☐ On-Site Sewage Facilities	5	10
☐ Public Affairs	5	5
☐ Purchasing	8	13
☐ Risk Administration & Fund	5	5

Organization	Classification Count	Position Count
☐ Sheriff's Office (civilian)	31	59
☐ Tax Assessor/Collector	16	66
☐ Unified Road Systems	22	152
☐ Veteran Services & CCG	6	9

Commissioners Court - Regular Session **48.**

Meeting Date: 11/04/2025

Jester Annex Community Room

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy regarding the use of meeting spaces in county facilities by internal departments and external groups.

Background

Possible discussion points include, but are not limited to fees, collection of fees, reservation process, management of deposits, security functions, and other risk management concerns. The Community Room Rental Policy for Specific County Rooms was approved by the Commissioners Court on April 7, 2009, to take effect on June 15, 2009. Then on June 9, 2009, the Commissioners Court approved an item delaying the effective date of this policy until October 1, 2009, to allow time for procurement of scheduling software to be used for renting of the rooms. The scheduling software was not ever procured, and it appears the policy was only implemented as to the Jester Annex but not for other county locations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 10 2009 agenda item

April 7 2009 agenda item

June 9 2009 agenda item

Consent Form Draft

Jester Annex Community Room Fees Draft

Security Issues with Jester Community Room

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:23 AM
Form Started By: Garry Brown		Started On: 10/28/2025 04:21 PM
Final Approval Date: 10/29/2025		

Commissioners Court - Regular Session
Meeting Date: 03/10/2009
Submitted For: Mary Clark
Department: Commissioner Pct. #1

No action taken

Agenda Item
Discuss and take appropriate action regarding community room and conference room rentals.

Background

Williamson County has a variety of meeting rooms. Some require a rental fee, while others are free. Rooms are available to non-profit groups or other organizations with only the consent from a Commissioner or the County Judge. Currently there are no guidelines in place. With the anticipated use of the community room at the new Round Rock Annex, Commissioner Birkman put together a committee with Peggy Vasquez, Executive Assistant the Judge; Joe Latteo, Facilities and Maintenance Director; Mary Clark, Executive Assistant to the Commissioner, Pct.1 and Commissioner Birkman. Extensive research was done on policy and procedures and well as fees for other publicly owned facilities in all the major city owned buildings within the county, including but not limited to Round Rock, Georgetown, City Park and Leander. The committee is proposing the attached rules and regulations and fee schedule and is asking that the list of attached rooms be included under these guidelines. This does not include any rooms in the Historic Courthouse. In addition to the rules and regulations we are asking that the court consider including additional personnel in the county budget under Joe Latteo's Department to help with access and supervision of the community rooms when they are in use. Attached is a proposed job description. As far as booking the rooms and collecting the monies, these duties would fall under personnel that are currently in place.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments
RR attendant justification
RR building attendant
Community Room comparables
Community Rooms Rules and Regs
Community Room Consent Form

Community Rooms Fee Schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/27/2009 09:10 AM
Form Started By: mclark		Started On: 02/25/2009 03:38 PM
Final Approval Date: 02/27/2009		

NEW PERSONNEL
JUSTIFICATION / SUPPORT DOCUMENTATION

Hiring Department: Facilities Department

Position Title: Building Attendant
G/S _____ Salary _____

Please attach a current job description as well as an organizational chart with this form

1. **Please describe the specific need for this position.**
   This position is needed in order to have a county employee on site during function that are scheduled for the community rooms at the Round Rock Annex

2. **Explain how adding this position will strengthen/benefit the department and/or Williamson County.**

   Will allow for a county employee to be on site to resolve problems that may occur such as plumbing, electrical, janitorial (limited) and air conditioning issues. They will also provide building security during functions.

3. **If this position already exists in your department, when was the last time this particular position was added and how many of these positions do you currently have?**
   NO

4. **Will the addition of this position, if recommended, impact the budgets of any other departments directly or indirectly?**
   NO

5. **What, if any, alternatives to adding this position were considered? Is software/technology available to achieve these same goals?**
   NO

6. **Can this workload be performed at less than a full-time slot?**
   May be able to use two or three part time positions

7. **Should this position be recommended, can any previously allocated part-time funding be cut?**
   N/A

8. **Explain how work will be accomplished if the position is not recommended i.e. service levels.**

9. **How would this workload be reallocated should the position not be recommended?**

10. **Identify the physical location/office space for this position.**
    Primary location will be Round Rock Annex

11. **Please include metrics/stats to support this request i.e. workload information, caseload, etc.**

12. **Describe the financial impact of this position, i.e. revenue generation and/or expense reduction if applicable.**

13. **How will the addition of this position reduce the workload for other department staff?**
    Yes

14. **Please list any other pertinent information to support this request.**

WILLIAMSON COUNTY
1848

(DRAFT)
Williamson County Room Rental
Rules and Regulations

Williamson County has a variety of rooms in various county buildings that are available for public use. The purpose of the public rooms is for the use of Williamson County and its citizens. Williamson County reserves the right to refuse to rent rooms to any individual or group at the discretion of the Williamson County Commissioner's Court. A detailed list of county buildings with community rooms available for rent is attached.

The following are the rules and regulations for room rentals for people or groups that are **not** part of official county business.

General Rules of Room Usage

1. A contract agreement must be signed by the renter prior to the event which acknowledges receipt of the Williamson County Community Room Rental Information and the Williamson County Rules and Regulations. The person signing the agreement must provide a valid state issued driver's license or identification card, which will be copied, and this person will be responsible for any damages.
2. You must be 21 years of age or older to rent a room and have a valid state issued driver's license or identification card.
3. Non-profit renters must provide a copy of current non-profit status.
4. Renters are responsible to inform their guests/event attendees of all rules and regulations.
5. Use of the facility does not in any way imply that the Williamson County Commissioner's Court or Williamson County endorses, encourages, or approves the purpose of the user.
6. Food and non-alcoholic beverages are allowed as long as the room is completely cleaned after usage, including taking out all trash. Possession or consumption of alcoholic beverages in the meeting rooms is strictly prohibited. **Failure to follow this rule will result in loss of room rental privileges and loss of deposit.**
7. Rented meeting rooms may be reserved a maximum of 6 months in advance for use. All rooms are available for usage only between 8:00 AM and 10:00 PM. Monday through Friday. Weekend usage must be approved by the county judge or the commissioner of the precinct in which the building is located.
8. No person, association, organization, business, or corporation may rent any of the rooms more than 5 times a month.
9. All fees are due when the reservation is made. No refunds will be made for any cancellation less than one week prior to scheduled use. Checks for rentals and security deposits should be made payable to Williamson County.
10. If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed. **Continued usage of the room(s) past the time of rental will result in loss of room rental privileges and loss of deposit.**
11. The individual or group renting the room is responsible for setting up the room and returning it to its original configuration. Set up and clean up time should be included in the amount of rental time. A schematic map is posted in the room.
12. Any advertising or printed material of events or programs sponsored by the renter must contain the following statement: **THIS EVENT IS NOT AFFILIATED WITH OR SPONSORED BY WILLIAMSON COUNTY.**

13. Public restrooms are available for use during the event.
14. All events, their attendees, caterers, entertainment, etc., must vacate the premises so that the building can be secured no later than 10:00 pm.
15. The County staff does not assist in setting up or dismantling of specials events. These services may be available for an additional fee.
16. The county facility is a public space and there may be public using other parts of the building during the event.
17. Activities must be confined to the rented room or combination of rooms dedicated to the event.
18. Use of the Williamson County grounds for events is prohibited, unless expressly granted permission from the commissioner of the precinct where the room is rented, or if the commissioner is unavailable, the county judge.

Miscellaneous Restrictions

1. Smoking is prohibited in any of the meeting rooms.
2. Registration tables, refreshments, or any other activities are not permitted outside of the room rented.
3. No candles or open flames are allowed in any of the meeting rooms.
4. No decorations may be attached in any way to the walls or ceilings of any of the rooms.
5. Fog machines are not allowed.
6. No furniture may be borrowed or moved from other areas of the building.
7. No live animals are allowed in the community rooms, with the exception of the room at the Williamson County Animal Shelter, or service animals.
8. Williamson County reserves the right to cancel or reschedule any meeting in case of an emergency and will notify the representative of any previously scheduled meeting as quickly as possible.
9. Williamson County is not responsible for any articles lost or stolen from any of the rented rooms.
10. Groups requesting exceptions to these rules and policies must do so in writing with an explanation for the exception requested to the precinct commissioner where the building is located. If the commissioner is unavailable you may contact the county judge.
11. Failure to follow the above rules and policies will result in loss of security deposit(s) and refusal of further meeting room bookings.
12. Any circumstances not covered in the above rules and policies will be resolved by decision with the precinct commissioner or county judge.

I have read the Rules & Regulations and fully understand its contents.

_____ _____

Authorized Representative Signature Date

_____

Print Name of organization or group

Address: _____

Phone: _____

Email: _____

DRAFT

Williamson County Community Room Usage Consent Form

(see attached list for details on rooms and locations)

- Central Maintenance Facility - URS training & conference rooms
- Animal Shelter - Community Room
- Hutto Rifle Range - Community Room
- Round Rock Annex - Community Room
- Cedar Park Annex – Conference Room
- Taylor Annex – Conference Room

All organizations, groups, and businesses interested in renting a community room or conference room from the county will have a responsible representative agree to this consent form by signature.

KEYS OR ACCESS TO THE BUILDING

Each renter will be provided a key or proximity card, or access will be given by a county employee for usage during rental. If you are issued a key or proximity card it should be returned by no later than the 5 p.m. on the next business day after the rental. Failure to return the key in a timely manner will result in the loss of the security deposit or future room rental privileges.

JANITORIAL ISSUES

All facilities rooms should be in good condition when keys or proximity cards are issued for utilized spaces. There are many things that can result in complaints after usage such as, but not limited to, floor staining, trash not being taken out of the facility, or restrooms in disarray. These are merely examples. **The point is to return the room in the same condition as it was when you arrived. A layout of the room & furniture will be posted at the facility.** This will allow the room to be ready for the next occupant with no more than a normal janitorial service. Any extra cleaning required will be charged to the last user.

EMERGENCIES

When in doubt call 911 for any medical emergency.

Fire alarms in all buildings are monitored by an outside service. In some cases there will be a loud audible trouble alarm. In the event this happens, please call one of the phone numbers below.
If any immediate attention is required during your event please refer to the following numbers:

Facilities Services (512)943-1599 7 AM – 5 PM Monday – Friday
Any occurrences outside the above hours please call for on-call personnel:
Williamson County Dispatch (non emergency) **(512)943-1396 or (512)943-1419**

I have received a copy of the Williamson County Community Rooms Rules and Regulations and fully understand its contents. _____ (Initial here)

Authorized Representative Signature:_____ Date: _____

Name: _____

Address: _____

Phone: _____

Email: _____

DRAFT

WILLIAMSON COUNTY
1848

Williamson County Community Rooms / Conference Rooms Rental Rates

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- **Central Maintenance Facility – Community Room**
  - **3151 S.E. Inner Loop, Georgetown, TX 78626**
    - Large Community Room
      - Size – 43'x 44'
      - Warming kitchen
      - Tables and chairs
      - Capacity: 125
    - Small Conference Room
      - Size – 28' x 16'
      - Small coffee bar
      - Large conference table with chairs
      - Capacity: 25

- **Animal Shelter - Community Room**
  - **1855 S.E. Inner Loop, Georgetown, TX 78626**
    - Large Community Room
      - Size – 31' x 37'
      - Tables and chairs
      - Capacity: 100

- **Hutto Rifle Range - Community Room**
  - **3901 CR 130, Hutto, TX 78634**
    - Size – 60' x 26'
    - Restrooms
    - Coffee Bar
    - Capacity: 125

- **Round Rock Annex - Conference Room**
  - **211 Commerce Cove, Round Rock, TX 78664**
    - Size 20' x 20'
    - Large conference table with chairs
    - Capacity: 25

- **Cedar Park Annex – Conference Room**
  - **350 Discovery Blvd., Cedar Park, TX**
    - Size – 15' x 15'
    - Large conference table with chairs
    - Capacity: 25

- **Taylor Annex – Conference Room**
  - **412 Vance, Taylor, TX 76574**
    - Size – 26' x 12'
    - Large conference table with chairs
    - Capacity: 25

- **Future Round Rock Annex - Community Room**
  - **1801 E. Old Settlers Blvd., Round Rock, TX 78664**
    - Size 54' x 54'
    - Warming kitchen
    - Table and chairs
    - Capacity: 200

    Half Room with or without warming kitchen
    - Size 54' x 29'
    - Tables and chairs
    - Capacity 100

FEE SCHEDULE

	200 or more person capacity	100 - 199 person capacity	99 – 30 person capacity	29 or less person capacity
Resident	$100 (2 hours)	$75 (2 hours)	$50 (2 hours)	$50 (2 hours)
Non – Resident	$125 (2 hours)	$100 (2 hours)	$75 (2 hours)	$50 (2 hours)
Governmental / Non – profits	$75 (2 hours)	$50 (2 hours)	$25 (2 hours)	$25 (2 hours)
Security Deposit	$200	$100	$50	$50

- Two hour minimum
- If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed.
- Consistent usage pass scheduled times may result in loss of room rental privileges

Commissioners Court - Regular Session
Meeting Date: 04/07/2009
Submitted For: Mary Clark
Department: Commissioner Pct. #1

Passed 5-0

Information

Agenda Item

Discuss and consider adopting policies for room rentals in county owned buildings.

Background

On March 10, 2009 Mary Clark gave a presentation to the court regarding rental of meeting rooms in county owned buildings. Some proposed rules and regulations as well as a consent form and fee schedule including a list of rooms available for rent were reviewed. After comments from the commissioners we have implimented some minor changes, including removing the conference room from the Cedar Park Annex as well as the conference room in the Taylor Annex from the list of rooms available to the public for use. The fee schedule was also adjusted as the court was not in favor of adding any new personnel in the FY 2010 budget to accomodate use after normal county business hours. Attached is a draft of the rules and regulations, a consent form and a new fee schedule with a detailed list of the rooms to be included in the policy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent Form

Rules & Regulations Draft

Fee Schedule Draft

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/01/2009 09:49 AM
Form Started By: mclark		Started On: 03/27/2009 04:53 PM
Final Approval Date: 04/01/2009		

DRAFT

Williamson County Community Rooms / Conference Rooms Rental Rates

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- **Central Maintenance Facility – Community Room**
  - **3151 S.E. Inner Loop, Georgetown, TX 78626**
    - Large Community Room
      - Size – 43'x 44'
      - Warming kitchen
      - Capacity: 125 (Assembly Style)
    - Small Conference Room
      - Size – 28' x 16'
      - Small coffee bar
      - Large conference table with chairs
      - Capacity: 25

- **Animal Shelter - Community Room**
  - **1855 S.E. Inner Loop, Georgetown, TX 78626**
    - Large Community Room
      - Size – 31' x 37'
      - Capacity: 100 (Assembly Style)

- **Hutto Rifle Range - Community Room**
  - **3901 CR 130, Hutto, TX 78634**
    - Size – 60' x 26'
    - Restrooms
    - Coffee Bar
    - Capacity: 125 (Assembly Style)

- **Round Rock Annex - Conference Room**
  - **211 Commerce Cove, Round Rock, TX 78664**
    - Size 20' x 20'
    - Large conference table with chairs
    - Capacity: 25

- **Future Round Rock Annex - Community Room**
  - **1801 E. Old Settlers Blvd., Round Rock, TX 78664**
    - Size 54' x 54'
    - Warming kitchen
    - Capacity: 200 (Assembly Style)

    Half Room with or without warming kitchen
    - Size 54' x 29'
    - Capacity 100

FEE SCHEDULE

	200 or more person capacity	100 - 199 person capacity	99 – 30 person capacity	29 or less person capacity
Resident	$100 (2 hours)	$75 (2 hours)	$50 (2 hours)	$50 (2 hours)
Non – Resident	$125 (2 hours)	$100 (2 hours)	$75 (2 hours)	$50 (2 hours)
Governmental / Non – profits	$75 (2 hours)	$50 (2 hours)	$25 (2 hours)	$25 (2 hours)
Security Deposit	$200	$100	$50	$50

- Due to expenses incurred after normal county business hours which are 8:00 a.m. – 5:00 p.m. (Monday – Friday) ***additional fees*** will be applied. (see chart below)

	200 or more person capacity	100 - 199 person capacity	99 – 30 person capacity	29 or less person capacity
Additional fee during non-business hours	$50 (2 hours)	$50 (2 hours)	$50 (2 hours)	$50 (2 hours)

- Two hour minimum
- If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed.
- Consistent usage pass scheduled times may result in loss of room rental privileges

WILLIAMSON COUNTY
1848

(DRAFT)
Williamson County Room Rental Rules and Regulations

Williamson County has a variety of rooms in various county buildings that are available for public use. The purpose of the public rooms is for the use of Williamson County and its citizens. Williamson County reserves the right to refuse to rent rooms to any individual or group at the discretion of the Williamson County Commissioner's Court. A detailed list of county buildings with community rooms available for rent is attached.

The following are the rules and regulations for room rentals for people or groups that are **not** part of official county business.

General Rules of Room Usage

1. A contract agreement must be signed by the renter prior to the event which acknowledges receipt of the Williamson County Community Room Rental Information and the Williamson County Rules and Regulations. The person signing the agreement must provide a valid state issued driver's license or identification card, which will be copied, and this person will be responsible for any damages.
2. You must be 21 years of age or older to rent a room and have a valid state issued driver's license or identification card.
3. Non-profit renters must provide a copy of current non-profit status.
4. Renters are responsible to inform their guests/event attendees of all rules and regulations.
5. Use of the facility does not in any way imply that the Williamson County Commissioner's Court or Williamson County endorses, encourages, or approves the purpose of the user.
6. Food and non-alcoholic beverages are allowed as long as the room is completely cleaned after usage, including taking out all trash. Possession or consumption of alcoholic beverages in the meeting rooms is strictly prohibited. **Failure to follow this rule will result in loss of room rental privileges and loss of deposit.**
7. Rented meeting rooms may be reserved a maximum of 6 months in advance for use. All rooms are available for usage only between 8:00 AM and 10:00 PM. Monday through Friday. Weekend usage must be approved by the county judge or the commissioner of the precinct in which the building is located.
8. No person, association, organization, business, or corporation may rent any of the rooms more than 5 times a month.
9. All fees are due when the reservation is made. No refunds will be made for any cancellation less than one week prior to scheduled use. Checks for rentals and security deposits should be made payable to Williamson County.
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13. Public restrooms are available for use during the event.

14. All events, their attendees, caterers, entertainment, etc., must vacate the premises so that the building can be secured no later than 10:00 pm.
15. The County staff does not assist in setting up or dismantling of specials events. These services may be available for an additional fee.
16. The county facility is a public space and there may be public using other parts of the building during the event.
17. Activities must be confined to the rented room or combination of rooms dedicated to the event.
18. Use of the Williamson County grounds for events is prohibited, unless expressly granted permission from the commissioner of the precinct where the room is rented, or if the commissioner is unavailable, the county judge.

Miscellaneous Restrictions

1. Smoking is prohibited in any of the meeting rooms.
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3. No candles or open flames are allowed in any of the meeting rooms.
4. No decorations may be attached in any way to the walls or ceilings of any of the rooms.
5. Fog machines are not allowed.
6. No furniture may be borrowed or moved from other areas of the building.
7. No live animals are allowed in the community rooms, with the exception of the room at the Williamson County Animal Shelter, or service animals.
8. Williamson County reserves the right to cancel or reschedule any meeting in case of an emergency and will notify the representative of any previously scheduled meeting as quickly as possible.
9. Williamson County is not responsible for any articles lost or stolen from any of the rented rooms.
10. Groups requesting exceptions to these rules and policies must do so in writing with an explanation for the exception requested to the precinct commissioner where the building is located. If the commissioner is unavailable you may contact the county judge.
11. Failure to follow the above rules and policies will result in loss of security deposit(s) and refusal of further meeting room bookings.
12. Any circumstances not covered in the above rules and policies will be resolved by decision with the precinct commissioner or county judge.

I have read the Rules & Regulations and fully understand its contents.

_____ _____

Authorized representative signature Date

_____

Printed Name of representative

_____

Name of organization or group

Address: _____

City: _____ St: _____

Phone: _____ Alt: _____

Email: _____ Alt: _____

Commissioners Court - Regular Session

Meeting Date: 06/09/2009

Submitted For: Mary Clark

Department: Commissioner Pct. #1

Passed 5-0

Agenda Item

Discuss and consider extending the implementation of the Williamson County Room Rental Policies and Procedures to Oct. 1, 2009.

Background

On March 10, 2009 Mary Clark gave a presentation to the court regarding the rental of meeting rooms in county owned buildings. Some proposed rules and regulations as well as a consent form and fee schedule including a list of rooms available for rent were reviewed. After comments from the commissioners we have implemented some minor changes, including removing the conference room from the Cedar Park Annex as well as the conference room in the Taylor Annex from the list of rooms available to the public for use. The fee schedule was also adjusted as the court was not in favor of adding any new personnel in the FY 2010 budget to accommodate use after normal county business hours. This item was presented again to the court on April 7, 2009. The court approved the changes and recommended implementation by June 15th, with a 6 month evaluation by the court. We are asking that the implementation of the procedures be delayed until Oct. of 2009. We would like to look at getting a software program that would be efficient for our needs. Currently the Parks and Rec. Department is using "CLASS" software for booking of county parks, softball fields, tennis courts and soccer fields. We have had several meetings with the committee as well as with the IT department and feel it would be in the best interest to look at all the options available and also have sufficient time for training the individuals that would be responsible for booking the rooms. We are also looking at different options for providing security to the buildings during after hour meetings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo from Alison

Consent Form

Rules and Regs

Fee Schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/04/2009 11:07 AM
Form Started By: mclark		Started On: 06/02/2009 03:36 PM
Final Approval Date: 06/04/2009		

WILLIAMSON COUNTY
1848

Williamson County Community Room Usage Consent Form

(See attached list for details on rooms and locations)

- Central Maintenance Facility - URS training & conference room
- Animal Shelter - Community Room
- Williamson County Community Center - Hutto
- Round Rock Annex – Community Room & conference room

All organizations, groups, and businesses interested in renting a community room or conference room from the county will have a responsible representative agree to this consent form by signature.

KEYS OR ACCESS TO THE BUILDING

Each renter will be provided a key or proximity card, or access will be given by a county employee for usage during rental. If you are issued a key or proximity card it should be returned by no later than the 5 p.m. on the next business day after the rental. Failure to return the key in a timely manner will result in the loss of the security deposit or future room rental privileges.

JANITORIAL ISSUES

All facilities rooms should be in good condition when keys or proximity cards are issued for utilized spaces. There are many things that can result in complaints after usage such as, but not limited to, floor staining, trash not being taken out of the facility, or restrooms in disarray. These are merely examples. **The point is to return the room in the same condition as it was when you arrived. A layout of the room & furniture will be posted at the facility.** This will allow the room to be ready for the next occupant with no more than a normal janitorial service. Any extra cleaning required will be charged to the last user.

EMERGENCIES

When in doubt call 911 for any medical emergency.

Fire alarms in all buildings are monitored by an outside service. In some cases there will be a loud audible trouble alarm. In the event this happens, please call one of the phone numbers below.
If any immediate attention is required during your event please refer to the following numbers:

Facilities Services (512)943-1599 7 AM – 5 PM Monday – Friday

Any occurrences outside the above hours please call for on-call personnel:
Williamson County Dispatch (non emergency) **(512)943-1396 or (512)943-1419**

I have received a copy of the Williamson County Community Rooms Rules and Regulations and fully understand its contents. _____ (Initial here)

Authorized Representative Signature: _____ Date: _____

Name: _____

Address: _____

City: _____ **State**_____

Phone: _____**Alt.**_____

Email: _____**Alt.**_____

WILLIAMSON COUNTY
1848

Williamson County Room Rental
Rules and Regulations

Williamson County has a variety of rooms in various county buildings that are available for public use. The purpose of the public rooms is for the use of Williamson County and its citizens. Williamson County reserves the right to refuse to rent rooms to any individual or group at the discretion of the Williamson County Commissioner's Court. A detailed list of county buildings with community rooms available for rent is attached.

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2. You must be 21 years of age or older to rent a room and have a valid state issued driver's license or identification card.
3. Non-profit renters must provide a copy of current non-profit status.
4. Renters are responsible to inform their guests/event attendees of all rules and regulations.
5. Use of the facility does not in any way imply that the Williamson County Commissioner's Court or Williamson County endorses, encourages, or approves the purpose of the user.
6. Food and non-alcoholic beverages are allowed as long as the room is completely cleaned after usage, including taking out all trash. Possession or consumption of alcoholic beverages in the meeting rooms is strictly prohibited. **Failure to follow this rule will result in loss of room rental privileges and loss of deposit.**
7. Rented meeting rooms may be reserved a maximum of 6 months in advance for use. All rooms are available for usage only between 8:00 AM and 10:00 PM. Monday through Friday. Weekend usage must be approved by the county judge or the commissioner of the precinct in which the building is located.
8. No person, association, organization, business, or corporation may rent any of the rooms more than 5 times a month.
9. All fees are due when the reservation is made. No refunds will be made for any cancellation less than one week prior to scheduled use. Checks for rentals and security deposits should be made payable to Williamson County.
10. If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed. **Continued usage of the room(s) past the time of rental will result in loss of room rental privileges and loss of deposit.**
11. The individual or group renting the room is responsible for setting up the room and returning it to its original configuration. Set up and clean up time should be included in the amount of rental time. A schematic map is posted in the room.
12. Any advertising or printed material of events or programs sponsored by the renter must contain the following statement: **THIS EVENT IS NOT AFFILIATED WITH OR SPONSORED BY WILLIAMSON COUNTY.**
13. Public restrooms are available for use during the event.
14. All events, their attendees, caterers, entertainment, etc., must vacate the premises so that the building can be secured no later than 10:00 pm.

15. The County staff does not assist in setting up or dismantling of specials events. These services may be available for an additional fee.
16. The county facility is a public space and there may be public using other parts of the building during the event.
17. Activities must be confined to the rented room or combination of rooms dedicated to the event.
18. Use of the Williamson County grounds for events is prohibited, unless expressly granted permission from the commissioner of the precinct where the room is rented, or if the commissioner is unavailable, the county judge.

Miscellaneous Restrictions

1. Smoking is prohibited in any of the meeting rooms.
2. Registration tables, refreshments, or any other activities are not permitted outside of the room rented.
3. No candles or open flames are allowed in any of the meeting rooms.
4. No decorations may be attached in any way to the walls or ceilings of any of the rooms.
5. Fog machines are not allowed.
6. No furniture may be borrowed or moved from other areas of the building.
7. No live animals are allowed in the community rooms, with the exception of the room at the Williamson County Animal Shelter, or service animals.
8. Williamson County reserves the right to cancel or reschedule any meeting in case of an emergency and will notify the representative of any previously scheduled meeting as quickly as possible.
9. Williamson County is not responsible for any articles lost or stolen from any of the rented rooms.
10. Groups requesting exceptions to these rules and policies must do so in writing with an explanation for the exception requested to the precinct commissioner where the building is located. If the commissioner is unavailable you may contact the county judge.
11. Failure to follow the above rules and policies will result in loss of security deposit(s) and refusal of further meeting room bookings.
12. Any circumstances not covered in the above rules and policies will be resolved by decision with the precinct commissioner or county judge.

I have read the Rules & Regulations and fully understand its contents.

_____ _____

Authorized representative signature Date

_____

Printed Name of representative

_____

Name of organization or group

Address: _____

City: _____ St: _____

Phone: _____ Alt: _____

Email: _____ Alt: _____

WILLIAMSON COUNTY
1848

Williamson County Community Rooms / Conference Rooms Rental Rates

---

- **Central Maintenance Facility – Community Room**
  - **3151 S.E. Inner Loop, Georgetown, TX 78626**
    - Large Community Room
      - Size – 43'x 44'
      - Warming kitchen
      - Capacity: 125 (Assembly Style)
    - Small Conference Room
      - Size – 28' x 16'
      - Small coffee bar
      - Large conference table with chairs
      - Capacity: 25

- **Animal Shelter - Community Room**
  - **1855 S.E. Inner Loop, Georgetown, TX 78626**
    - Large Community Room
      - Size – 31' x 37'
      - Capacity: 100 (Assembly Style)

- **Williamson County Community Room - Hutto**
  - **3901 CR 130, Hutto, TX 78634**
    - Size – 60' x 26'
    - Restrooms
    - Coffee Bar
    - Capacity: 125 (Assembly Style)

- **Round Rock Annex - Conference Room**
  - **211 Commerce Cove, Round Rock, TX 78664**
    - Size 20' x 20'
    - Large conference table with chairs
    - Capacity: 25

- **Williamson County J.B & Hallie Jester Building - Community Room**
  - **1801 E. Old Settlers Blvd., Round Rock, TX 78664**
    - Size 54' x 54'
    - Warming kitchen
    - Capacity: 200 (Assembly Style)

    Half Room with or without warming kitchen
    - Size 54' x 29'
    - Capacity 100

FEE SCHEDULE

	200 or more person capacity	100 - 199 person capacity	99 – 30 person capacity	29 or less person capacity
Resident	$100 (2 hours)	$75 (2 hours)	$50 (2 hours)	$50 (2 hours)
Non – Resident	$125 (2 hours)	$100 (2 hours)	$75 (2 hours)	$50 (2 hours)
Governmental / Non – profits	$75 (2 hours)	$50 (2 hours)	$25 (2 hours)	$25 (2 hours)
Security Deposit	$200	$100	$50	$50

- Due to expenses incurred after normal county business hours which are 8:00 a.m. – 5:00 p.m. (Monday – Friday) ***additional fees*** will be applied. (see chart below)

	200 or more person capacity	100 - 199 person capacity	99 – 30 person capacity	29 or less person capacity
Additional fee during non-business hours	$50 (2 hours)	$50 (2 hours)	$50 (2 hours)	$50 (2 hours)

- Two hour minimum
- If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed.
- Consistent usage pass scheduled times may result in loss of room rental privileges

DRAFT

Williamson County Community Room Usage Consent Form

(See attached list for details on rooms and locations)

- Central Maintenance Facility - URS training & conference room
- Animal Shelter - Community Room
- Hutto Rifle Range - Community Room
- Round Rock Annex – Community Room & conference room

All organizations, groups, and businesses interested in renting a community room or conference room from the county will have a responsible representative agree to this consent form by signature.

KEYS OR ACCESS TO THE BUILDING

Each renter will be provided a key or proximity card, or access will be given by a county employee for usage during rental. If you are issued a key or proximity card it should be returned by no later than the 5 p.m. on the next business day after the rental. Failure to return the key in a timely manner will result in the loss of the security deposit or future room rental privileges.

JANITORIAL ISSUES

All facilities rooms should be in good condition when keys or proximity cards are issued for utilized spaces. There are many things that can result in complaints after usage such as, but not limited to, floor staining, trash not being taken out of the facility, or restrooms in disarray. These are merely examples. **The point is to return the room in the same condition as it was when you arrived. A layout of the room & furniture will be posted at the facility.** This will allow the room to be ready for the next occupant with no more than a normal janitorial service. Any extra cleaning required will be charged to the last user.

EMERGENCIES

When in doubt call 911 for any medical emergency.

Fire alarms in all buildings are monitored by an outside service. In some cases there will be a loud audible trouble alarm. In the event this happens, please call one of the phone numbers below.
If any immediate attention is required during your event please refer to the following numbers:

Facilities Services (512)943-1599 7 AM – 5 PM Monday – Friday

Any occurrences outside the above hours please call for on-call personnel:
Williamson County Dispatch (non emergency) (**512)943-1396 or (512)943-1419**

I have received a copy of the Williamson County Community Rooms Rules and Regulations and fully understand its contents. _____ (Initial here)

Authorized Representative Signature: _____ Date: _____

Name: _____

Address: _____

City: _____ **State**_____

Phone: _____**Alt.**_____

Email: _____**Alt.**_____

Williamson County
Community Rooms / Conference Rooms
Rental Rates

Round Rock Facilities

Business Hours: Monday - Friday 8:00 am - 5:00 pm

Williamson Cty J.B. & Hallie Jester Building
Address: 1801 E Old Settlers Blvd, Round Rock, TX 78664

Community Room (full room)

seats 200
Tues + Thurs bad days

Details:
- Size: 54' x 54'
- Warming Kitchen
- Capacity: 200 (Assembly Style)

Fees:
- Resident: $50.00 per hour (2 hour minimum)*
- Non-Resident: $62.50 per hour (2 hour minimum)*
- Non-Profit: $37.50 per hour (2 hour minimum)*
- Security Deposit: $200
- Additional fee during non-business hours: $25.00 per hour (2 hour minimum)*

Community Room (half room)

Details:
- Size: 54' x 29'
- With or without Warming Kitchen
- Capacity: 100

Fees:
- Resident: $37.50 per hour (2 hour minimum)*
- Non-Resident: $50.00 per hour (2 hour minimum)*
- Non-Profit: $25.00 per hour (2 hour minimum)*
- Security Deposit: $100
- Additional fee during non-business hours: $25.00 per hour (2 hour minimum)*

* Two hour minimum for all rooms. If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed. Consistent usage past scheduled times may result in loss of room rental privileges.

WILLIAMSON COUNTY
1848

Williamson County
Room Rental
Rules and Regulations

Williamson County has a variety of rooms in various county buildings that are available for public use. The purpose of the public rooms is for the use of Williamson County and its citizens. Williamson County reserves the right to refuse to rent rooms to any individual or group at the discretion of the Williamson County Commissioner's Court. A detailed list of county buildings with community rooms available for rent is attached.

The following are the rules and regulations for room rentals for people or groups that are **not** part of official county business.

General Rules of Room Usage

1. A contract agreement must be signed by the renter prior to the event which acknowledges receipt of the Williamson County Community Room Rental Information and the Williamson County Rules and Regulations. The person signing the agreement must provide a valid state issued driver's license or identification card, which will be copied, and this person will be responsible for any damages.
2. You must be 21 years of age or older to rent a room and have a valid state issued driver's license or identification card.
3. Non-profit renters must provide a copy of current non-profit status.
4. Renters are responsible to inform their guests/event attendees of all rules and regulations.
5. Use of the facility does not in any way imply that the Williamson County Commissioner's Court or Williamson County endorses, encourages, or approves the purpose of the user.
6. Food and non-alcoholic beverages are allowed as long as the room is completely cleaned after usage, including taking out all trash. Possession or consumption of alcoholic beverages in the meeting rooms is strictly prohibited. **Failure to follow this rule will result in loss of room rental privileges and loss of deposit.**
7. Rented meeting rooms may be reserved a maximum of 6 months in advance for use. All rooms are available for usage only between 8:00 AM and 10:00 PM. Monday through Friday. Weekend usage must be approved by the county judge or the commissioner of the precinct in which the building is located.
8. No person, association, organization, business, or corporation may rent any of the rooms more than 5 times a month.
9. All fees are due when the reservation is made. No refunds will be made for any cancellation less than one week prior to scheduled use. Checks for rentals and security deposits should be made payable to Williamson County.
10. If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed. **Continued usage of the room(s) past the time of rental will result in loss of room rental privileges and loss of deposit.**
11. The individual or group renting the room is responsible for setting up the room and returning it to its original configuration. Set up and clean up time should be included in the amount of rental time. A schematic map is posted in the room.
12. Any advertising or printed material of events or programs sponsored by the renter must contain the following statement: **THIS EVENT IS NOT AFFILIATED WITH OR SPONSORED BY WILLIAMSON COUNTY.**
13. Public restrooms are available for use during the event.
14. All events, their attendees, caterers, entertainment, etc., must vacate the premises so that the building can be secured no later than 10:00 pm.
15. The County staff does not assist in setting up or dismantling of specials events. These services may be available for an additional fee.
16. The county facility is a public space and there may be public using other parts of the building during the event.
17. Activities must be confined to the rented room or combination of rooms dedicated to the event.
18. Use of the Williamson County grounds for events is prohibited, unless expressly granted permission from the commissioner of the precinct where the room is rented, or if the commissioner is unavailable, the county judge.

WILLIAMSON COUNTY

Miscellaneous Restrictions

1. Smoking is prohibited in any of the meeting rooms.
2. Registration tables, refreshments, or any other activities are not permitted outside of the room rented.
3. No candles or open flames are allowed in any of the meeting rooms.
4. No decorations may be attached in any way to the walls or ceilings of any of the rooms.
5. Fog machines are not allowed.
6. No furniture may be borrowed or moved from other areas of the building.
7. No live animals are allowed in the community rooms, with the exception of the room at the Williamson County Animal Shelter, or service animals.
8. Williamson County reserves the right to cancel or reschedule any meeting in case of an emergency and will notify the representative of any previously scheduled meeting as quickly as possible.
9. Williamson County is not responsible for any articles lost or stolen from any of the rented rooms.
10. Groups requesting exceptions to these rules and policies must do so in writing with an explanation for the exception requested to the precinct commissioner where the building is located. If the commissioner is unavailable you may contact the county judge.
11. Failure to follow the above rules and policies will result in loss of security deposit(s) and refusal of further meeting room bookings.
12. Any circumstances not covered in the above rules and policies will be resolved by decision with the precinct commissioner or county judge.

I have read the Rules and Regulations and fully understand its contents.

_____ _____
Authorized Representative Signature Date

_____
Printed Name of Representative

_____
Name of Organization or Group

Address: _____

City: _____ State: _____

Phone: _____ Alt: _____

E-Mail: _____ Alt: _____

Reset Form Print Form

Williamson County Community Room Usage Consent Form

(See attached list for details on rooms, fees and locations)

- Central Maintenance Facility - URS training & conference room
- Animal Shelter - Community Room
- Williamson County Sheriff's Office - Community Center - Hutto
- Round Rock Annex - Community Room & conference room

All organizations, groups, and businesses interested in renting a community room or conference room from the county will have a responsible representative agree to this consent form by signature.

KEYS OR ACCESS TO THE BUILDING

Each renter will be provided a key or proximity card, or access will be given by a county employee for usage during rental. If you are issued a key or proximity card it should be returned by no later than the 5 p.m. on the next business day after the rental. Failure to return the key in a timely manner will result in the loss of the security deposit or future room rental privileges.

JANITORIAL ISSUES

All facilities rooms should be in good condition when keys or proximity cards are issued for utilized spaces. There are many things that can result in complaints after usage such as, but not limited to, floor staining, trash not being taken out of the facility, or rest rooms in disarray. These are merely examples. **The point is to return the room in the same condition as it was when you arrived. A layout of the room & furniture will be posted at the facility.** This will allow the room to be ready for the next occupant with no more than a normal janitorial service. Any extra cleaning required will be charged to the last user.

EMERGENCIES

When in doubt call 911 for any medical emergency.

Fire alarms in all buildings are monitored by an outside service. In some cases there will be a loud audible trouble alarm. In the event this happens, please call one of the phone numbers below.

If any immediate attention is required during your event please refer to the following numbers:

Facilities Services - (512)943-1599 / Office Hours 7:00 am - 5:00 pm Monday - Friday

Any occurrences outside the above hours please call for on-call personnel:

Williamson County Dispatch (non emergency) - (512) 943-1396 or (512) 943-1419

I have received a copy of the Williamson County Community Rooms Rules and Regulations and fully understand its contents._____(Initial Here)

Authorized Representative Signature: _____ Date: _____

Name: _____

Address: _____

City: _____ State Texas

Phone Number: _____ Alt: _____

Email: _____ Alt: _____

Reset Form | Print Form

October 2, 2025

Jester Community Room

The Jester Community Room has been available for county departments, including Elections, and external rentals since 2011 when the building was opened as home of the Precinct 1 elected officials offices and tax office annex. It is used, and sometimes abused, frequently, including routinely scheduled events including a church. However, the absence of available, inexpensive space in the region has driven its use and the overhead sky high for the administration of the reservations and all that goes with that.

The Precinct 1 Constable's staff have been the administrator since 2017 as they have the ability to manage money, and the Commissioner's office does not (and no cameras). Additionally, in the absence of strict guidelines for rental versus free use have caused confusion as to who qualifies for free use.

It's clear that elections, county functions (including department parties?) qualify for use at no charge. However, Texas CPS have been using it at no charge, offices from Austin to Temple gather– that's probably not what was intended back in 2011; additionally, they want to use it in increasing frequency.

Kerri Foiles of the Constable 1 office is the primary reservations administrator for the room today, although other personnel in that office receive calls about the room, reservation, doors to Jester not unlocking or locking at the end of night meetings. The workload of the Constable's office is increasing, and this room is an irritating fly circling their heads. The configuration of the room area leaves Jester unsecured under cover of night. We also lack a liability Waiver for any injuries (smashed fingers folding tables, etc.).

Use by elections has seldom been an issue although the entire building is open to the public on evenings and nights for many of the voting days.

Community Room Details

Details:

- Size 54' x 54' with dual screens and HDMI support
- Warming (not commercial) kitchen with 2-refrigerators
- Capacity 200 (Assembly style) with ~20 folding tables on wheels & many chairs

Fees:

- Resident: $50.00/hr (two-hour minimum)*
- Non-Resident: $62.50/hr (two-hour minimum)*
- Non-Profit: $37.50/hr (two-hour minimum)*
- Security Deposit $200.00
- Additional fee during non-business hours: $25/hr (two-hour minimum)*
- Additional charges & restrictions for running over scheduled time

Commissioners Court - Regular Session **49.**

Meeting Date: 11/04/2025

Food bank distribution in Jester Annex parking lot

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 the use of the parking lot at the Jester Annex for food distribution by the Central Texas Food Bank on Thursday, November 12 at 5:00pm - 7:00pm.

Background

Due to the pending SNAP cuts that will go into effect on November 1, 2025, the Central Texas Food Bank has asked that the Jester Annex parking lot be used for food distribution on November 12, 2005 at 5:00pm - 7:00pm. Zip Code 78664 in Round Rock is the location of one of their largest SNAP beneficiary populations. They are adding emergency distribution sites in areas of highest need. This will only be an outdoor event.
Constable Precinct 1, Round Rock Police, and WCSO are all being contacted to assist with traffic control.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

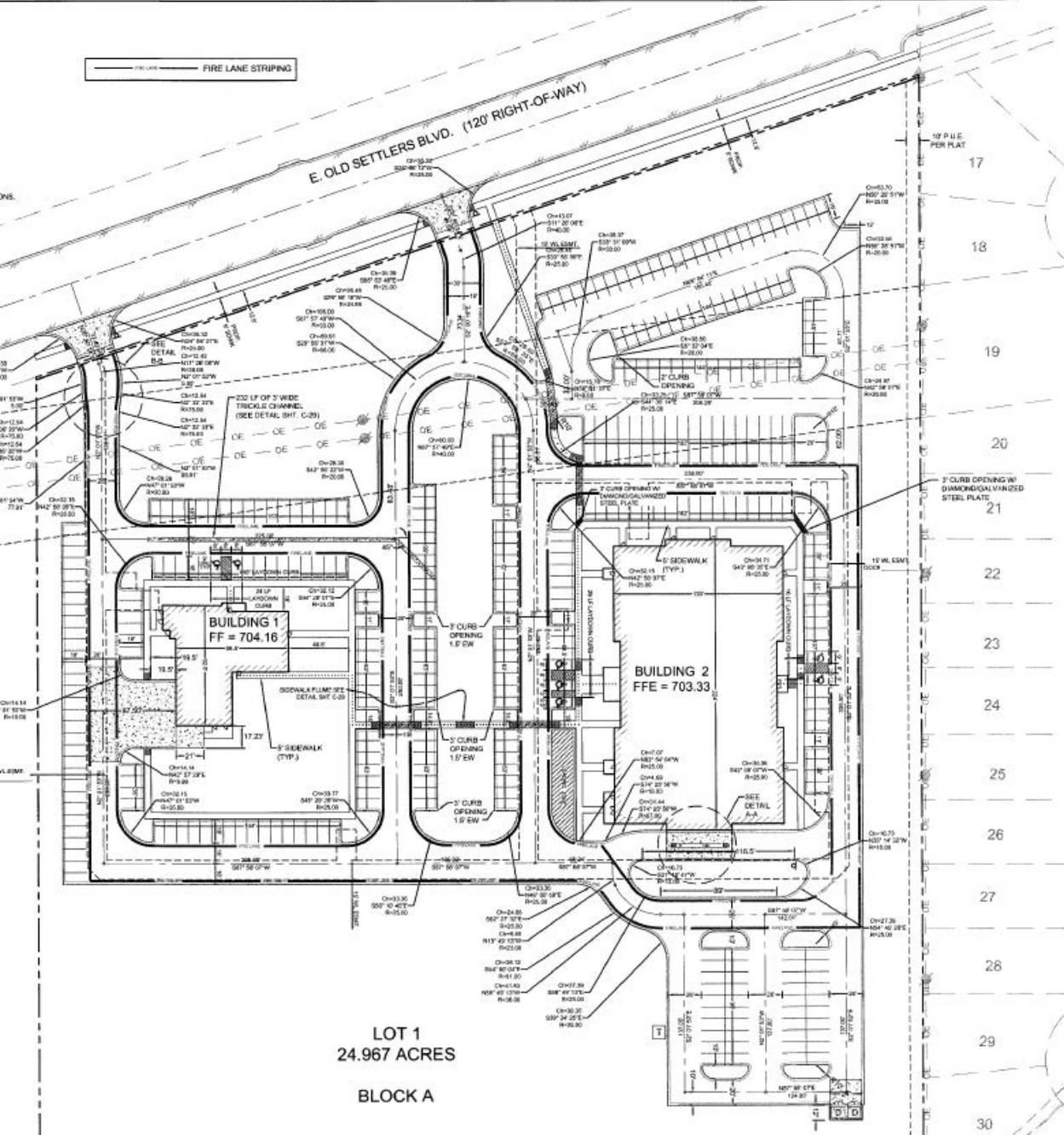
Jester parking lot map 1

Jester parking lot map 2

Jester parking lot map 3

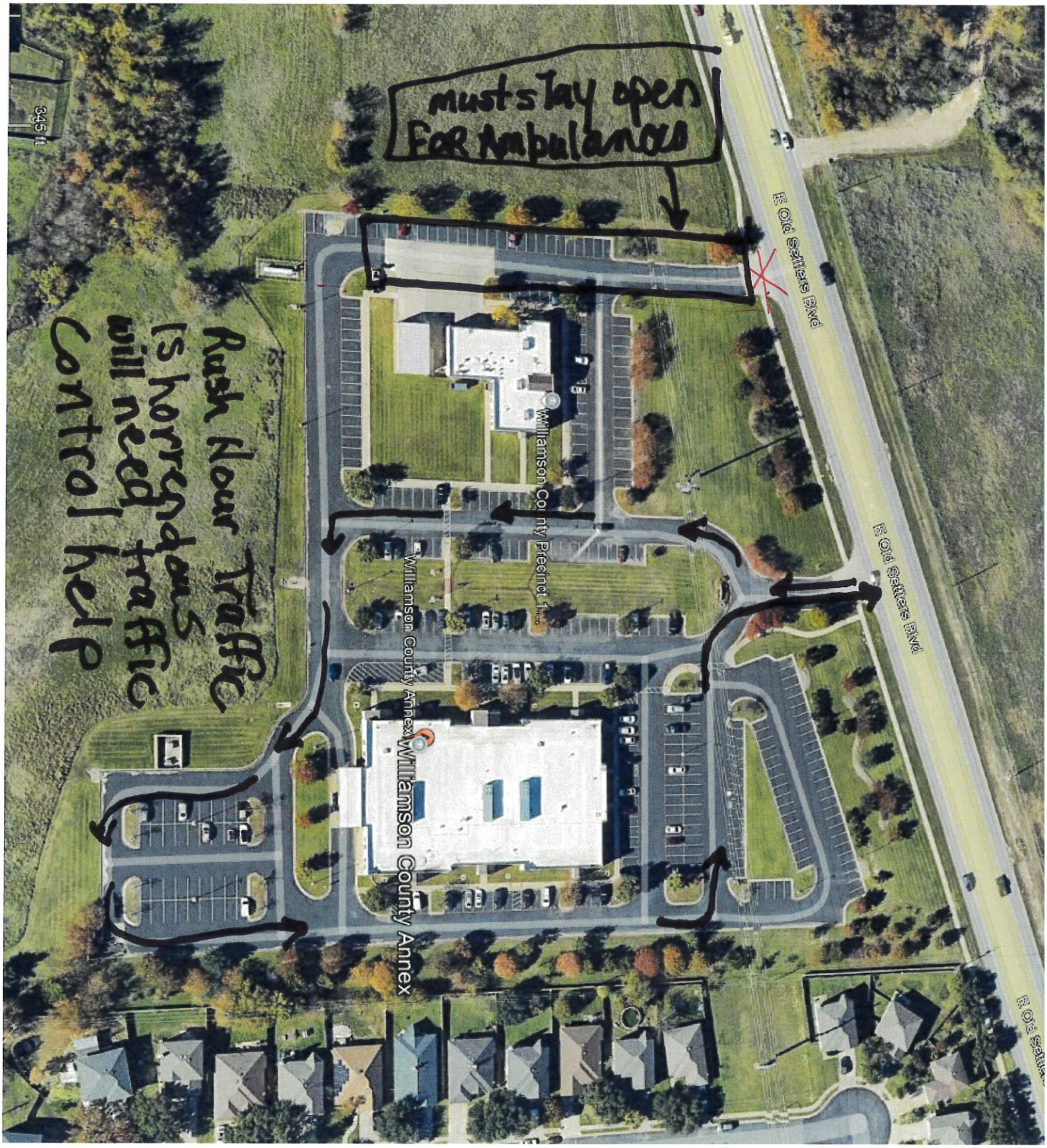
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:24 AM
Form Started By: Garry Brown		Started On: 10/28/2025 05:08 PM
Final Approval Date: 10/29/2025		


FIRE LANE STRIPING
E. OLD SETTLERS BLVD. (120' RIGHT-OF-WAY)
10' P.U.E. PER PLAT
17
18
19
20
21
22
23
24
25
26
27
28
29
30
SEE DETAIL B-B
232 LF OF 3' WIDE TRICKLE CHANNEL (SEE DETAIL SHT. C-29)
2' CURB OPENING
3' CURB OPENING W/ DIAMOND GALVANIZED STEEL PLATE
7' CURB OPENING W/ DIAMOND GALVANIZED STEEL PLATE
15' WL ESMT
5' SIDEWALK (TYP.)
BUILDING 1
FF = 704.16
3' CURB OPENING 1.5' EW
BUILDING 2
FFE = 703.33
SIDEWALK PUMP SEE DETAIL SHT C-29
SEE DETAIL A-A
LOT 1
24.967 ACRES
BLOCK A


E Old Settlers Blvd
E Old Settlers Blvd
E Old Settlers Blvd
Williamson County Precinct 1...
Williamson County Annex
Williamson County Annex
345 ft

Jester Annex 1801 E OLD Settlers



Commissioners Court - Regular Session **50.**

Meeting Date: 11/04/2025

WCAD Board Ballot

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 casting 1,195 votes for Williamson County and FM/RD on the "Williamson Central Appraisal District Board of Directors Nominees Official Ballot 2025" and providing a resolution to the Chief Appraiser as prescribed in Section 6.03 of the Texas Property Tax Code.

Background

Lisa Birkman and Jon Lux were unanimously nominated by the Williamson County Commissioners Court (4-0 vote with Commissioner Bole absent) to serve on the WCAD Board of Directors on September 30th, 2025 with agenda item #48. Lisa Birkman has served on the WCAD Board since June 2024. Jon Lux serves as the WCAD Chair of the Board.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bios

WCAD Ballot

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:23 AM
Form Started By: Kathy Pierce		Started On: 10/28/2025 03:41 PM
Final Approval Date: 10/29/2025		

Birkman, Lisa is a sixth generation Texan, born on Fort Hood in Killeen, Texas, where her father served as an army officer. Her family has owned a heritage farm in the Leander area since 1854. Lisa currently helps manage her family's farm & other real estate/business interests. After Lisa graduated from Georgetown High School, she went on to attend Texas A&M University, where she graduated with a Bachelor of Science degree in elementary education. Mrs. Birkman was a public-school teacher for 13 years, teaching in Granbury, Austin, and Round Rock elementary schools.

After a successful career in education, Lisa decided to run for a seat on the Brushy Creek Municipal Utility District (MUD) Board of Directors. She served the residents of the MUD for four years, before deciding to run for a vacant seat on the Williamson County Commissioners Court. Lisa won the race and was the first woman elected to serve on the court. She was sworn into office on May 3, 2004, and represented Precinct One. Lisa was elected two more times and served Williamson County twelve and a half years as commissioner, where she took on several leadership positions. In 2008, Lisa was appointed by Governor Rick Perry to serve on the statewide Texas Agriculture Financing Authority (TAFA) that provides economic development opportunities to young farmers in rural areas throughout Texas. She served several terms on the TAFA board.

Lisa and her late husband, Rick Birkman, began Texas Roofing Company in 1995, whose focus was commercial roofing. They owned and operated the successful company for twenty-five years, with the main location in the Round Rock area, until it was sold in 2020 after Rick's death.

Lisa retired from Williamson County in 2016, to pursue other interests and activities but has remained passionate about serving her community, including as a commissioner on Emergency Service District #8 Board of Directors from 2020 – 2022. She has served on the Williamson Central Appraisal District board since June of 2024. Also, Mrs. Birkman has been a volunteer Court Appointed Special Advocate (CASA) for local foster kids since 2014. Recently, she was awarded the Elizabeth Brenenstuhl Unsung Hero award by the Central Texas Community Foundation for her leadership in volunteerism.

Mrs. Birkman has two adult daughters, Elizabeth and Ricki, and two precious granddaughters, Amelia and Aurora. In her free time, Lisa enjoys reading mystery novels, doing crafts, and traveling with her family and with The Traveling Aggies!

Jon Lux is a proud U.S. Navy veteran with 21 years of service. After enlistment, he was awarded a Naval ROTC scholarship to the University of New Mexico, where, upon completion of his BA in Economics, he was commissioned as an Ensign in the U.S. Navy. He served as a Surface Warfare Officer on multiple sea tours and ashore he served on the staffs of Commander Mine War Command and Commander Mine Countermeasures Squadron Three, and served as Executive Officer Naval Station in Ingleside, TX. Jon attended the United States Navy Postgraduate School in Monterey, California, where he graduated with a Master of Science in Management. Jon was awarded numerous medals and awards during his distinguished service. After retirement from the U.S. Navy, Jon has worked in the private sector as a Division Manager, Division Chief, and Director for information technology providers.

After traveling the world in his role with the Navy, Jon selected Cedar Park and Williamson County as the place of choice to live, work, play, thrive, and call home for his family. He is married to Michelle and has two adult children. Upon arrival in Cedar Park, Jon immediately jumped into serving the community. He currently, in addition to the WCAD Board of Directors, serves as Chairman of the Leander Independent School District Bond Oversight Committee.

Stephenson, Clint is a dynamic entrepreneur, visionary business leader, and former collegiate athlete whose career blends the grit of construction and development with a deep commitment to community service. A Texas Christian University (TCU) graduate with a degree in psychology, Clint channeled the discipline and teamwork honed on the football field as a Horned Frog into a relentless pursuit of excellence off it.

As owner of LHTX RV Resort—a premier haven for discerning travelers—and founder and president of CLS Excavation, Inc., Clint has built a reputation for innovation and superior execution in infrastructure and property development. His firm earned national acclaim as one of just 12 finalists for Equipment World's Contractor of the Year Award, while ventures like Dilley Development LLC underscore his knack for transforming challenges into lasting value.

For 26 years, Clint has called Liberty Hill, Texas, home, pouring his energy into the community that shaped him. He served on the Liberty Hill ISD Board of Trustees from 2017 to 2020, rising to Vice President and President amid the district's explosive growth, steering pivotal strategies for student success. As co-founder of The Panther Pit Crew, he ignites school spirit and empowers young athletes, embodying the mentorship he once craved.

Clint has been married to his wife, Amber Stephenson, for 31 years. Together, they've

raised two children—Tucker (23) and Payton (21)—who reflect the same values of integrity, drive, and community spirit that define their family.

Fueled by an unwavering passion for leadership and positive change, Clint forges ahead—crafting ventures that honor integrity, foster collaboration, and pioneer bold futures.

Williamson Central Appraisal District
Board of Directors Nominees
Official Ballot 2025

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates' name.

ENTITY Williamson Co. & FM/RD **NUMBER OF VOTES** 1,195

	VOTES
BIRKMAN, LISA	_____
LUX, JON	_____
STEPHENSON, CLINT	_____

ATTEST:

_____

Signature

_____

Date

State of Texas
County of Williamson
Know all men by these presents:

That on the 4th day of November 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:

RESOLUTION:

WHEREAS, Section 6.03(k) of the Property Tax Code provides for the governing body of each taxing unit to cast votes for individuals nominated for the Williamson County Appraisal District Board of Directors; and

WHEREAS, the Williamson County and FM/RD is entitled to 1,195 votes which may be cast for individuals nominated for the Board of Directors; and

WHEREAS, the Williamson County Commissioners Court wishes to cast its 1,195 votes as set forth below:

NOW THEREFORE BE IT RESOLVED by the Williamson County Commissioners Court on behalf of Williamson County and FM/RD hereby casts its votes as follows:

1. _____ _____ Votes
2. _____ _____ Votes
3. _____ _____ Votes

RESOLVED this 4th day of November 2025.

Signed:_____ Attest:_____

Steven Snell, County Judge — County Clerk's Office

Commissioners Court - Regular Session **51.**

Meeting Date: 11/04/2025

Court Quorum

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Commissioner's Court meetings in the month of December 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:24 AM
Form Started By: Rachel Rull		Started On: 10/28/2025 05:04 PM
Final Approval Date: 10/29/2025		

Commissioners Court - Regular Session **52.**

Meeting Date: 11/04/2025

Bullet Resistant Components for LE vehicles grant program for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for funding through the Office of the Governor's FY2026 Bullet-Resistant Components for Law Enforcement Vehicles grant.

Background

The Sheriff's Office is seeking approval to apply for approximately $233,088 through the Bullet-Resistant Components for Law Enforcement Vehicles grant. Funds awarded will be used to purchase bullet-resistant windshields, side glass and door panels for 24 patrol vehicles. This grant requires no match. A resolution and CEO/Law Enforcement Certification and Assurances Form are required. Staff recommends the following action: Approve the Sheriff's Office to apply for the FY2026 Bullet-Resistant Components for Law Enforcement Vehicles grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request

CEO/Law Enforcement Cert & Assurances Form

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 04:58 PM
Form Started By: Starla Hall		Started On: 10/28/2025 04:32 PM
Final Approval Date: 10/28/2025		

Grant Title/Project Name:	Williamson County Sheriff's Office Bullet-Resistant Components for Law Enforcement Vehicles Grant Program
Department:	Sheriff's Office
Requestor:	Sean Feldmann
Contact Email:	sean.feldmann@wilcotx.gov
Contact Phone Number:	512.943.1168
Start Date:	3/1/2026
End Date:	2/28/2027
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Funding will provide bullet-resistant components for 24 patrol vehicles, including windshields, driver window, driver door reinforcement, passenger window, and passenger door reinforcement. These will be evenly divided among the county on each patrol shift (per shift there will be 3 cars in eastern WILCO and 3 cars in western WILCO).
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$233,088.00
Please provide a breakdown of the total cost above.	Bullet-resistant materials for patrol vehicles - windshield, driver window and door, and passenger window and door: $8,082 per car, $193,968 for 24 cars; Shipping cost: $7,920; Installation: $1,300 per car, $31,200 for 24 cars.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	NA
How is this asset request different from any similar assets currently in the County and/or region?	Current assets are not bullet-resistant. The items requested will offer protection to deputies against gunfire during high-risk incidents.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	Daily
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	NA

Where will the asset be stored?	NA
What is the useful life of the asset?	Once installed, these will be used throughout the life of the vehicle. When that vehicle is removed from service, they will be transferred to a different vehicle with similar design, if possible.
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	NA
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	NA
How will this asset be funded when the grant ends?	The only additional funding needed will be for removing these items from an expiring vehicle and re-installing into a new vehicle. Any replacement items will attempt to be purchased using grant funds. If grant funds are not acquired, the items will be requested through the normal budget process.
What is the impact if the grant is not received?	Deputies will not receive the additional protection from bullet-resistant materials.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	

How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	NA
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	NA
What is the cost and frequency to maintain/update the additional equipment?	The only possible cost would be installation to a different vehicle at the end of the current vehicle's life cycle.
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking normally associated with grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	NA
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	Data will be collected to track the number of calls for service involving weapons or armed subjects that ballistic-equipped vehicles respond to.
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	140

Version	2.0
Attachments	False
Created	10/28/2025 12:47 PM
Created By	Dana Foster
Modified	10/28/2025 12:52 PM
Modified By	Dana Foster

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Williamson County	**Date:**
Agency/Department Name: Williamson County Sheriff's Office	
Name of Chief Executive Officer: Judge Steven Snell	
Name of Head of Law Enforcement Agency: Sheriff Matthew Lindemann	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Williamson County ("Grantee") and as head of Williamson County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2026 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2026 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

IN THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

WHEREAS, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the WCSO Bullet-Resistant Components for Law Enforcement Vehicles be operated for the FY2026; and

WHEREAS, Williamson County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Williamson County Commissioners Court designates the Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioners Court approves submission of the grant application for the WCSO Bullet-Resistant Components for Law Enforcement Vehicles to the Office of the Governor.

Passed by Commissioners Court and Signed on this date: November 4, 2025

_____

Steven Snell, County Judge
On behalf of the Williamson County Commissioners Court Members

Grant Number: 5638101

Commissioners Court - Regular Session **53.**

Meeting Date: 11/04/2025

Facilities Department Footwear Policy

Submitted By: Andy Hoffman, Commissioners Court

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding approval of a Safety Footwear Policy for the Facilities Management Department.

Background

Given the nature of their position along with their work conditions, proper footwear is essential. Approving this policy is a proactive approach to mitigating risks that safety-sensitive field tech employees, within the Facilities Management department, are exposed to on a daily basis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Safety Footwear Policy Facilities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 02:09 PM
Form Started By: Andy Hoffman		Started On: 10/28/2025 09:51 AM
Final Approval Date: 10/28/2025		

Williamson County Facilities Management

SAFETY FOOTWEAR POLICY

Sensitivity: Controlled
Criticality: Moderate
Primary Type: Policy

Purpose

To ensure the safety of Williamson County Facilities Management field personnel in safety-sensitive positions by supplying appropriate protective footwear and maintaining compliance with workplace safety standards.

Policy

The County will provide one pair of department-approved safety footwear to all eligible full-time field personnel, with use restricted exclusively to official County duties.

Eligibility

- All full-time field personnel.
- Must occupy a safety-sensitive position, such as a facilities technician, heavy equipment operator, fieldworker, construction inspector or where safety footwear is required as part of personal protective equipment (PPE).
- Seasonal personnel are ineligible under this policy.
- Office personnel are ineligible under this policy.

New Hires

- New hires are not permitted to begin work in safety-sensitive positions until they have received and signed for their department-approved safety footwear.

Frequency and Allowance

- Eligible full-time field personnel are provided with one pair of department-approved safety footwear per fiscal year.
- The department will manage a list of annual footwear issuance dates for reordering.

Standards and Requirements

Safety footwear must meet or exceed the most current version of the requirements and specifications as outlined below:

- Based on departmental uniform standards, specific safety footwear will be required.
- Employees are required to select safety footwear from the department's approved vendor.
- Occupational Safety and Health Administration (OSHA) standard 29 CFR 1910.136 Personal Protective Equipment Foot Protection
    - ASTM F2413 General Footwear Standard
    - ASTM F2413-18 Protective Footwear Standard
- All safety footwear must meet or exceed ASTM F2413 standards (impact, compression, and slip resistance).

Use and Responsibility

- Use of County safety footwear is prohibited outside official County duties.
- Employees are required to wear approved safety footwear at all times.
- Employees must sign the Safety Footwear Agreement form upon receipt of safety footwear.
- Employees are responsible for maintaining their safety footwear in serviceable condition.
- Safety footwear may be replaced at County expense only if the loss is due to documented work-related circumstances.
    - Additional footwear may be approved in cases of job-related damage, subject to supervisor verification and budget availability.
    - Any replacement issued will reset the annual replacement date.
- If an employee resigns, is terminated, or otherwise separates from County employment after receiving safety footwear, the cost of the footwear will be deducted from their final paycheck as follows:
    - **100%** of the cost if separation occurs within six (6) months of receipt.
    - **50%** of the cost if separation occurs between six (6) months and one (1) year of receipt.
- Employees are responsible for replacing safety footwear at their own expense if a replacement is needed or required by management before their annual replacement eligibility, or if supplied footwear is lost or stolen.

- Supervisors are responsible for identifying safety-sensitive positions, monitoring footwear compliance, and managing procurement and reimbursement requests.

Non-Compliance and Enforcement

Department supervisors will monitor compliance with the safety footwear policy through daily visual inspections at the start of each shift. Employees found not wearing department-approved safety footwear will be sent home without pay and will not be permitted to return to work in a safety-sensitive capacity until they obtain and wear the required footwear. Repeated non-compliance may result in progressive disciplinary action, up to and including termination, in accordance with County policy.

Exceptions and Special Cases

Requests for exceptions to the safety footwear policy will be considered on a case-by-case basis and must be supported by valid justification. Exceptions may include, but are not limited to:

- Medical Needs: Employees who are unable to wear standard department-approved safety footwear due to a medical condition must provide documentation from a licensed healthcare provider.
- Temporary Duties: Exemption may apply during non-safety-sensitive assignments, with supervisor approval.

All exceptions must be documented, approved in writing by a supervisor, and retained in the employee's departmental file.

Appeals Process

If an employee disagrees with a supervisor's decision (e.g., denial of replacement or exemption), they may submit a written appeal to the Facilities Management Division Director within 10 business days. The Director will respond in writing within 10 business days of receiving the appeal.

Policy Review and Updates

This policy will be reviewed annually, or as operational needs change.

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to an employee's department leadership or Risk Management.

Revision History

Version	Date	Description	Revised By
1.0	7/2025	Safety Footwear Policy	Dale Butler; Albert Scales; Andy Hoffman

Safety Footwear Acknowledgment and Agreement Form

- ☐ I acknowledge that I have received, read, and understood Williamson County's Facilities Management Safety Footwear Policy.
- ☐ I agree to comply with all requirements stated within this policy.
- ☐ I further agree that if I am terminated, resign or otherwise separate from County employment after receiving safety footwear, the cost of the footwear will be deducted from my final paycheck as follows:
    - **100%** of the cost if separation occurs within six (6) months of receipt.
    - **50%** of the cost if separation occurs between six (6) months and one (1) year of receipt.

Employee Signature: _____
Date: _____

Supervisor Signature: _____
Date: _____

Commissioners Court - Regular Session **54.**

Meeting Date: 11/04/2025

Approval of Purchase Contract #2026-069 for Adobe Enterprise License Agreement from SHI Government Solutions, Inc. 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 Purchase Contract #2026-069 between Williamson County and SHI Government Solutions, Inc. for Adobe Enterprise licenses and subscription renewals, for a total amount of $175,822.90 pursuant to Sourcewell #121923-SHI and authorizing the execution of this contract.

Background

The Adobe license annual purchase and subscription cover the term of 10/22/2025 – 10/21/2026. The quote attached provides for 10,000 Adobe Sign transactions, Adobe Acrobat Pro Enterprise Term license, Adobe Creative Cloud Enterprise Term license and Adobe Creative Cloud Single App Enterprise Term license, for complete PDF solutions. Pricing has been verified. Funding Source is 01.0100.0503.005741 for FY26. Origination #4121. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SHI Government Solutions Agreement - Adobe

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/22/2025 09:12 AM
Form Started By: Barbi Hageman		Started On: 10/21/2025 02:55 PM
Final Approval Date: 10/22/2025		

WILLIAMSON COUNTY
PURCHASE CONTRACT
WITH
SHI GOVERNMENT SOLUTIONS INC
(QUOTATION #26555694)

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 **SHI Government Solutions Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall supply the County the goods described in **Quotation #26555964** being marked as **Exhibit "A,"** provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

II.

Effective Date and Term: This Contract shall be in full force and effect from the date of the last party's execution below and shall continue through October 21, 2026, unless terminated sooner pursuant to the terms of this contract.

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 Sourcewell: #121923-SHI. The not-to-exceed amount for the life of this contract shall be One Hundred Seventy-Five Thousand Eight Hundred Twenty-Two Dollars and Ninety Cents ($175,822.90).

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.

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.

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 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 THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE 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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

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.

XII.

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

XIII.

No Assignment: Service Provider may not assign this Contract.

XIV.

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.

XV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their

knowledge, 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.

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 **Quotation #26555964**, marked as **Exhibit "A"**;
B. The cooperative purchasing contract Sourcewell: #121923-SHI, incorporated by reference; and
C. Any Amendments agreed to by both parties.

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

XXIV.

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___

SHI GOVERNMENT SOLUTIONS INC.:

DocuSigned by:
Paul Linhardt
_____
Authorized Signature

Paul Linhardt
Printed Name

10/21/2025
Date: _____,_____ 20___

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 21 2025 Time: 4:48 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 22 2025 Time: 8:21 am

Exhibit “A”
Quotation #26555964

Pricing Proposal
Quotation #: 26555694
Created On: 8/22/2025
Valid Until: 10/21/2025

TX-County of Williamson

Tammy McCulley
301 SE Inner Loop
Suite 105
Georgetown, TX 78626
United States
Phone:
Fax:
Email: tammy.mcculley@wilcotx.gov

Client Solutions Manager

Richard Lettiere
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months Customer may process up to 10,000 Transactions Adobe - Part#: 65315738 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/22/2025 – 10/21/2026	1	$20,000.00	$20,000.00
2	Adobe Acrobat Premium Enterprise Term License - Per User - 12 Months Adobe - Part#: 30009338 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/22/2025 – 10/21/2026	975	$103.16	$100,581.00
3	Adobe All Apps Edition 4 Term License - Per User - 12 Months Adobe - Part#: 65330520 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/22/2025 – 10/21/2026	40	$1,017.89	$40,715.60
4	Adobe Creative Cloud Single App Edition 4 Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330514 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/22/2025 – 10/21/2026	30	$484.21	$14,526.30
			Total	$175,822.90

Additional Optional Items

	Adobe Acrobat Premium Enterprise Term License - Per User - 12 Months Adobe - Part#: 30009338 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237	1	$103.16	$103.16

Note: TRUE UP COST

Adobe All Apps Edition 4 Term License - Per User - 12 Months Adobe - Part#: 65330520 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 **Note: TRUE UP COST**	1	$1,017.89	$1,017.89
Adobe Creative Cloud Single App Edition 4 Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330514 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 **Note: TRUE UP COST**	1	$644.10	$644.10

Additional Comments

Please Note: Adobe has a zero returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

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:
2025-1379398

Date Filed:
10/21/2025

Date Acknowledged:

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

SHI Government Solutions
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.

2026-069
SHI Q-26555694 FY26 Adobe ETLA

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 Travis County, State of TX, on the 21st day of October (month), 2025 (year).

Marquise Stewart

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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SHI Government Solutions
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Williamson County

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

2026-069
SHI Q-26555694 FY26 Adobe ETLA

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 **55.**

Meeting Date: 11/04/2025

Approval of the Services and Goods Contract #2026-066 with Mobile Communications America (MCA) 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 to approve the Service and Goods Contract #2026-066 between Mobile Communication America (MCA) and Williamson County for Security Cameras for the new Williamson County Headquarters Building in Georgetown in the not-to-exceed amount of $197,494.63, pursuant to DIR Cooperative Contract #DIR-CPO-4494, and authorizing the execution of the contract. Funding source is P577.

Background

Approval of this item will support operations for Information Services for the installation of video surveillance for Williamson County's new Headquarters Building in Georgetown. All cameras will be added to Williamson County's existing Enterprise base license. All cabling, pathways, and conduits shall be provided by another vendor. System installation includes hardware, system licenses, and configuration unless otherwise stated. Project completion date is initially set to be on or before April 30, 2026. However, this date may be amended at the sole discretion of the County. The funding for this project : P577; 2021 TAN; Task 4.2 for FY26. Origination #4019. The department's point of contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:39 AM
Form Started By: Barbi Hageman		Started On: 10/24/2025 11:25 AM
Final Approval Date: 10/28/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
MOBILE COMMUNICATIONS AMERICA, INC.
(Quote [redacted])

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

THIS 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 **MOBILE COMMUNICATIONS AMERICA, 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 to be provided include new security system at the Williamson County HQ Building, Georgetown, TX 78626. The services include but are not limited to the services and work described in the attached **MCA Quote** [redacted] marked as **Exhibit "A,"** which is incorporated herein to the extent that it meets or exceeds the requirements of County's solicitation, if applicable.

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 they (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 when signed by all parties 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 **April 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"** and in accordance with DIR COOP contract number DIR-CPO-4494. The not-to-exceed amount for the life of this contract shall be **One Hundred Ninety-Seven Thousand, Four Hundred Ninety-Four Dollars and Sixty-Three Cents ($197,494.63)**.

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 Texas Government Code, Chapter 552, the Public Information Act (PIA) as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Service Provider further understands that any solicitation, including proposals, quotes, presentations, pricing, references and any supporting documentation, shall become the property of Williamson County and are subject to public disclosure in accordance with the PIA. Service Provider further understands that such documents are made part of the public facing agenda and meeting minutes in open meetings of Commissioners Court. Information, documentation, and other material in connection with this Contract or any resulting contract may be subject to public disclosure pursuant to the Texas PIA.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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.

XXV.

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. This Contract between The County and Service Provider;
B. As described in the attached **MCA Quote** [redacted], marked as **Exhibit "A"**;
C. The cooperative purchasing COOP contract number DIR-CPO-4494, incorporated by reference;
D. Insurance certificates evidencing coverages required herein above and
E. Any Amendments agreed to by both parties.

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

XXVI.

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___

Mobile Communications America, Inc.:

Barry Downs
Authorized Signature

Barry Downs
Printed Name

Date: October, 22 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 23 2025 Time: 1:07 pm

Reviewed by General Counsel's Office
Jacqueline Lentz
General Counsel, Commissioners Court
Date: Oct 23 2025 Time: 2:01 pm

Exhibit “A”

MCA Quote [redacted]

Williamson County

Williamson County - New HQ Building

[redacted]

Provided By:

Patrick Stevenson

PatrickStevenson@callmc.com

Date:
9/12/2025

Quote:
[redacted]

Expiration Date:
12/11/2025

Table of Contents

Scope of Work

Bill of Materials

System Investment

Service Level Agreement (SLA)

Payment Terms

Customer Acceptance

DCJS No.: 11-17936 and NC 2610-CSA

[redacted]

DIR-CPO-4494

This quote will follow Williamson County and MCA's MSA.

Williamson County will issue their PO for the purchase of this project prior to November 26, 2025 and the project will begin in February of 2026

Mobile Communications America (MCA) will provide and install video surveillance additions for Williamson County's new Headquarters. All cameras will be added to the customer's existing Enterprise base license and cabling, pathways, and conduit shall be provided by others. System installation includes hardware, system licenses, and configuration unless otherwise stated.

Video Surveillance System

MCA will furnish and install the following:

- 122 - Genetec Omnicast Enterprise camera licenses
    - Each with 1 year ADV coverage

- First Floor
    - 40 - Axis P3267-LV 5MP cameras
        - Interior - to be mounted directly to the ceiling tile or wall
        - With Lightfinder 2.0, Axis Deep Learning technology
    - 31 - Axis M3086-V 4MP cameras
        - Interior - to be mounted directly to the ceiling tile or wall
        - With Lightfinder, Axis Deep Learning technology
        - For individual Tax Office and County Clerk Teller booths

- 3 - Axis P3267-LVE 5MP cameras
    - Exterior - to be mounted to the wall using a pendant and arm. Includes surge suppression.
    - With Lightfinder 2.0, Axis Deep Learning technology
- 6 - Axis P4707-PLVE 2x5MP multi sensor cameras
    - 4 - Interior - to be mounted directly to the ceiling tile or wall
    - 2 - Exterior - to be mounted to the wall using a pendant and arm. Includes surge suppression.
    - With Lightfinder 2.0, Axis Deep Learning technology
- 10 - Axis P3737-PLE 4x5MP multi sensor cameras
    - 2 - Interior - to be mounted directly to the ceiling tile or wall
    - 7 - Exterior - to be corner mounted to the using a pendant, arm, and bracket. Includes surge suppression.
    - 1 - Exterior - to be pole mounted mounted to the using a pendant, and arm. Viewing the EV Charging Station. Includes surge suppression.
    - With Lightfinder 2.0, Axis Deep Learning technology
- 8 - Axis M5075-G 2MP mini-PTZ cameras with 5X optical zoom and 12x digital zoom

- Second Floor
    - 19 - Axis P3267-LV 5MP cameras
        - Interior - to be mounted directly to the ceiling tile or wall
        - With Lightfinder 2.0, Axis Deep Learning technology
    - 6 - Axis P4707-PLVE 2x5MP multi sensor cameras
        - 2 - Interior - to be mounted directly to the ceiling tile or wall
        - 4 - Exterior - to be mounted to the wall using a pendant and arm
        - With Lightfinder 2.0, Axis Deep Learning technology

    - 1 - Axis P3737-PLE 4x5MP multi sensor camera
        - Interior - to be mounted directly to the ceiling tile or wall
        - With Lightfinder 2.0, Axis Deep Learning technology

- Third Floor
    - 13 - Axis P3267-LV 5MP cameras
        - Interior - to be mounted directly to the ceiling tile or wall
        - With Lightfinder 2.0, Axis Deep Learning technology
    - 4 - Axis P4707-PLVE 2x5MP multi sensor cameras
        - 3 - Interior - to be mounted directly to the ceiling tile or wall
        - 1 - Exterior - to be mounted to the wall using a pendant and arm
        - With Lightfinder 2.0, Axis Deep Learning technology

Initial programming will include:

- Enrolling the cameras and setting up Deep Learning Analytics
- One administrative account
- One view only account
- Estimated days of storage 30
- 2MP-5MP at H.264 and 12FPS
- Calculations are based on 40% motion detection or event recording
- For 30 days of storage, these additions will require 143TB of raw storage and 1,105Mbits of bandwidth

The NVR storage capacity is an approximate estimate based on general conditions that MCA does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches, patch panels , and certified network cabling
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- Installation of conduit with a pull string to security devices where needed

Engineering

MCA shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. MCA will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

Williamson County will be responsible to install all the wiring and connections providing communication and/or control between MCA supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.

MCA will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. MCA

is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

MCA will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

MCA is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. MCA is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

MCA trained personnel will program the security system to provide a functioning operational system. MCA will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. MCA will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. MCA will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing

MCA will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by MCA and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. MCA will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, an MCA job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training

Training is not included with this proposal.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for door hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by MCA is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project

construction schedule will result in additional mobilization and project management charges.

7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.
9. Due to extreme supply chain issues, MCA reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than MCA can absorb.

MCA Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond MCA control.
7. Final terminations and connections to equipment other than provided by MCA.
8. Any trade installation that MCA is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.

10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Bill of Materials

Manufacturer	MPN	MSRP	Unit Price	Quantity	Row Total
Genetec	DIR-GSC-Om-E-1C	$300.00	$211.58	125	$26,447.50
1 Enterprise camera connection, mandatory Genetec Advantage					
Genetec	DIR-ADV-CAM-E-1Y	$55.00	$38.79	125	$4,848.75
Genetec Advantage for 1 Omnicast Enterprise Camera - 1 year					
Axis	DIR-02329-001	$849.00	$658.63	74	$48,738.62
High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant indoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 5MP stream in 4:3 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Includes mounting bracket.					
Axis	DIR-02416-001	$1,159.00	$899.12	10	$8,991.20
AXIS P4707-PLVE offers two channels with 5MP per channel, at a frame rate of 30 fps. With its unique design, this multidirectional camera offers cost-effective installation and flexible positioning of both varifocal camera heads. Each head can be controlled individually, so you can capture scenes in two directions in wide angle or zoomed-in views, with up to 2.5x zoom. It features Axis Lightfinder and Axis Forensic WDR for true colors and great details in challenging or poor light. The camera comes with a Deep Learning Processing Unit and can run analytics on both channels simultaneously. Furthermore, Zipstream with support for H.264 and H.265 significantly lowers bandwidth and storage requirements.					
Axis	DIR-02347-004	$689.00	$534.51	8	$4,276.08
Ceiling-mount mini PTZ dome camera with 5x Optical zoom and autofocusing, HDTV 1080p (1920x1080) 30fps in H.264/H.265 with Zipstream and Motion JPEG. IP51 protection against dust and water. Wireless I/O connectivity with Z-Wave PlusÂ® gateway for home automation devices. Text overlay from Z-wave sensors. Featuring a built-in microphone, includes built-in analytics such as scream detection. Only PoE, midspan not included. Surface ceiling mounting brackets included.					
Axis	DIR-02634-001	$1,799.00	$1,395.62	10	$13,956.20
AXIS P3737-PLE Panoramic Camera offers 4x5 MP sensors and is perfect for 360Â° and 270Â° surveillance. Youâ€™ll be able to count on both high-quality overviews and detailed coverage thanks to the brilliant design of this cost-effective solution. With 360Â° IR illumination, the product provides excellent image quality around the clock, even in challenging lighting. With ARTPEC-8 and its deep learning processing unit, the product supports analytics and metadata on all sensors.					
Axis	DIR-01513-001	$105.00	$81.46	7	$570.22
AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.					
Axis	DIR-02076-001	$73.00	$56.63	3	$169.89
AXIS T94N02D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3715-PLVE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3715-PLVE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.					
Axis	DIR-02330-001	$999.00	$775.00	6	$4,650.00
High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 5MP stream in 4:3 up to 30fps.. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.					

Date:
9/12/2025

Quote:
[redacted]

Expiration Date:
12/11/2025

Manufacturer	MPN	MSRP	Unit Price	Quantity	Row Total
Axis	DIR-02548-001	$84.00	$65.17	3	$195.51
Outdoor pendant kit for AXIS P3265-LVE, P3267-LVE, P3268-LVE. Compatible with Axis mounts: ceiling, wall, parapet, poll and 1.5" NPS threaded pipes.					
Axis	DIR-5017-641	$94.00	$72.92	7	$510.44
Corner Bracket that is compatible with several wall mounts: AXIS T91B61 Wall Mount, AXIS T91D61 Wall Mount 1.5â€ NPS, AXIS T91G61 Wall Mount, AXIS T91H61 Wall Mount, AXIS T91L61 Wall-and-Pole Mount. These wall mounts in turn are compatible with AXIS P55-series, AXIS Q60/61/63-series, AXIS M32-series, AXIS Q37-series, AXIS M55-series, AXIS P56-series and their associated pendant kits.					
Axis	DIR-5504-821	$105.00	$81.46	16	$1,303.36
Chromated and powder coated aluminum wall mount with 1.5" NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4" conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White					
Axis	DIR-02374-001	$389.00	$301.78	17	$5,130.26
AXIS M3086-V is an ultra-compact, indoor fixed mini dome with Deep Learning Processing Unit (DLPU). Dust - and IK08 vandal-resistant casing, fixed lens, horizontal/vertical field of view 130Â°/93Â°. D/N functionality with automatically removable IR-cut filter. Lightfinder. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4MP at 30 fps with WDR. Zipstream for reduced bandwidth and storage. MicroSD memory card slot for local storage. Audio and I/Owith optional accessories. Axis Object Analytics, video motion detection and active tampering alarm. Axis Edge Vault for increased cybersecurity Powered by IEEE 802.3af/802.3at Type 1 Class 2					
Ditek Surge Protection	DTK-MRJPOES	$95.00	$95.00	16	$1,520.00
Ditek DTK-MRJPOES Ethernet Surge Protector PoE+/HiPoE Cat 5E/6/6A Shielded RJ45 Connector					
Ditek	DTK-RM12NETS	$835.00	$835.00	2	$1,670.00
DITEK DTK-RM12NETS 12 Channel Rackmount POE/Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE					
Panduit	UTP28SP1YL	$17.22	$17.22	150	$2,583.00
CU Patch Crd Cat 6 SD 1ft YL					
	MISC-PRT		$3,490.98	1	$3,490.98
Miscellaneous parts and equipment					
Subtotal					$129,052.01
	MCA-SEC-IN-LABOR-R4	$155.50	$139.95	264	$36,946.80
Initial Installation Labor					
	MCA-SEC-PM-LABOR-R4	$243.00	$218.70	48	$10,497.60
Project Management Labor					
	MCA-SEC-EN-LABOR-R4	$205.50	$185.00	8	$1,480.00
Engineering Labor System Design					

Date:
9/12/2025

Quote:
[redacted]

Expiration Date:
12/11/2025

Manufacturer	MPN	MSRP	Unit Price	Quantity	Row Total
	MCA-SEC-IN-CONFIG-R4	$189.03	$189.03	60	$11,341.80
Install Configuration Staging Programming					
	MCA-SEC-SC-LABOR				$8,176.42
Sub-Contracted Labor					
Subtotal					$68,442.62

Subtotal: $197,494.63

Date:
9/12/2025

Quote:
[redacted]

Expiration Date:
12/11/2025

System Investment

Purchase Price, Excluding Taxes:	**$197,494.63**
Estimated Taxes:	**$0.00**
Purchase Price, Including Taxes:	**$197,494.63**

Service Level Agreement

For this system we are proposing: SecurePlan with coverage for 36 Months

The proposal SecurePlan option is billed Annually at $24,396.00

I am interested in SecurePlan: _____
The terms and conditions of SecurePlan can be previewed at this link: LINK
A SecurePlan contract to be sent closer to the start date for signature.

IN SECURITY THERE ARE NO SECOND CHANCES.

A crisis is no time to discover system errors. That's why it's critical to your business to have full coverage with SecurePlan from MCA. SecurePlan is an exclusive program designed to match your growing security needs and ensure maximum uptime in a cost-effective manner. Superior to any warranty on the market. SecurePlan keeps you one step ahead of your overall security needs with proactive system issue resolution, guaranteed same-day response, and warranty device replacement, all backed by our "**Service First DNA**" culture. MCA is committed to a personal level of service and support. Here are eight critical reasons to consider SecurePlan:

PRIORITY DISPATCH WITH GUARANTEED SAME-DAY RESPONSE Only SecurePlan clients receive a priority dispatch with a guaranteed same-day service response. If you have requested a service call before noon on a regular business day and an MCA Service Technician fails to respond to your request on the same day, you'll receive a free month of SecurePlan.

LABOR AND TRAVEL COST DURING NORMAL BUSINESS HOURS IS INCLUDED Never receive surprise expenses with SecurePlan. From 8:00 am to 5:00 pm CST, the labor costs of repairs and replacement parts are included. This reduces your overhead costs and allows you to budget for a fixed amount.

SECUREPLAN PROVIDES A 10% DISCOUNT ON LABOR RATES What happens if your system needs service after-hours? Because service issues don't run on your schedule, this usually results in costly repairs and fees. However, as a SecurePlan customer, you will have the advantage of a 10% discount on emergency overtime service and system expansion additions.

DEVICE REPAIR OR REPLACEMENT SecurePlan covers normal wear and tear, so there is no need to worry about the cost of an expensive NVR or pan-tilt-zoom camera replacement. So whether you're in or out of warranty, SecurePlan ensures device repairs and replacement at no additional cost.

SYSTEM SOFTWARE UPGRADES AND LICENSE FEES Are you getting the latest software updates? What about manufacturer support and technical upgrades? Are there any subscription charges? SecurePlan includes all of these. No need to worry about the latest versions or the cost of an upgrade. MCA's SecurePlan does it for you!

FREE LOANER EQUIPMENT If your system experiences a malfunction, it may need to be repaired by the manufacturer. It is not uncommon for manufacturer repairs to take several weeks, or even a month. That's time you just can't afford to be without your security system. This is yet another example of why SecurePlan is superior to any warranty. While the equipment is off to get repaired, your system stays online with MCA's loaner equipment so you can have peace of mind.

ANNUAL FUNCTIONAL TESTS It is essential to keep your security system operating at peak performance. As a SecurePlan customer, you'll receive annual visits to your business by our trained professionals to review the system and test its overall functionality. If repairs are required, MCA will provide, at no additional charge, repairs to the system and the equipment; we'll even test the batteries and replace them at no additional cost. However, SecurePlan repairs exclude vandalism, tampering, or services performed by persons other than MCA personnel.

NO SURPRISE EXPENSES How do you eliminate costly surprise service expenses? With SecurePlan, take advantage of MCA's exclusive priority dispatch, guaranteed same-day response (if a service call is placed by noon on a business day), annual functional tests, and free loaner equipment. Working together to protect you and your budget from the unexpected, SecurePlan provides clients with much more than a "simple warranty". Because when it comes to security, there are no second chances.

Payment Terms

Assumptions:

MCA's proposal is based on the basic investigation of your site together with the available information provided. MCA's goal is to provide the system solution desired; however, MCA reserves the right to make adjustments should we discover that material facts or circumstances relating to the project or specification have been omitted or inadvertently missed at the time of project design, engineering, or during the installation. All adjustments will be formally documented on a revised MCA proposal document if the job has not commenced; or a MCA "Additional Work Authorization" or "Change Order" document if the adjustments are discovered after the work has begun. These documents will be presented for your review and approval.

Post-Installation Service and Support:

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Warranty will begin upon completion of the installation, or at a time where "beneficial use" of the system occurs; or of any of its' component sub-systems. Upon request, MCA can also provide a customized maintenance plan that fits the customers application and budget. Our value-added service maintenance plans can include all parts and labor to correct system failures, as well as a preventative maintenance program to minimize system downtime.

Customer Acceptance

IN WITNESS WHEREOF, the Parties hereto execute and accept this proposal and agree to be bound by all parts, including the terms and conditions, which together form the complete agreement (hereinafter the “Agreement”) between the Parties. The terms and conditions are incorporated by reference as fully set forth herein and available at Terms and Conditions (the “Terms”). This Agreement is in effect on the date proposal is signed. Customer agrees that it has read the Terms prior to customer’s acceptance of this proposal. MCA hereby reserves the right to amend the Terms from time to time and without notice to Customer. This Agreement shall not be binding to MCA unless approved in writing by an Authorized Signer of MCA. In the event of non- approval, the sole liability of MCA shall be to refund to buyer the deposit amount that has been paid to MCA by Customer.

Agree to MCA's Terms

Agree to Other Terms: _____

MCA Location

Mobile Communications
America, Inc.
4509 Freidrich Lane
Suite 110
Austin TX 78744
(512) 892-8801
United States

Delivery Address

Accounts Payable
Williamson County
3101 SE Inner Loop
Georgetown Texas 78626
(800) 100-0000
United States

Billing Address

Accounts Payable
Williamson County
301 SE Inner Loop
Ste. 105,
Georgetown Texas 78626
(800) 100-0000
United States

Seller

_____
MCA Representative

_____
Title

_____
Approved MCA Authorized Signer

Customer

Barry Downs
Printed Name

VP Sales
Title

Barry Downs 10/22/2025
Signature Authorized Signer Date

Date:
9/12/2025

Quote:
[redacted]

Expiration Date:
12/11/2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1379005

Date Filed:
10/20/2025

Date Acknowledged:

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

Mobile Communications America, 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.

2026-066
MCA Q-4130000633 - New HQ Building Surveillance Cameras

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 Bastrop County, State of Texas, on the 20 day of 10 (month), 20 26 (year).

Patrick Stevenson
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:
2025-1379005

Date Filed:
10/20/2025

Date Acknowledged:
10/24/2025

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

Mobile Communications America, 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.

2026-066
MCA Q-4130000633 - New HQ Building Surveillance Cameras

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 **56.**

Meeting Date: 11/04/2025

Approval of the Design and Engineering Services Agreement with DBR Engineering Consultants, Inc. for the Inner Loop Annex Dehumidification for Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to DBR Engineering Consultants, Inc. for the Inner Loop Annex Dehumidification, in the amount of One Hundred Twelve Thousand Four Hundred Twenty-Five and No/100 Dollars ($112,425.00) authorize execution of the agreement.

Background

DBR Engineering Consultants, Inc., is recommended for the award through RFSQ #24RFSQ53, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. DBR Engineering Consultants, Inc., is recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool. This Agreement for Design Services between Williamson County and DBR Engineering Consultants, Inc is for The Inner Loop Annex Dehumidification located at 301 SE Inner Loop, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1043.004100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Design & Engineering Services Agreement

Form 1295 DBR Engineering Consultants, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 04:15 PM
Form Started By: Michelle McKinney		Started On: 10/23/2025 03:02 PM
Final Approval Date: 10/27/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Inner Loop Annex Dehumidification** ("Project")

ARCHITECT/ ENGINEER: **DBR Engineering Consultants, Inc.** ("A/E")
Zac Morton, PE, LEED AP, Partner
2500 South Highway 183, Suite 500
Austin, Texas 78744

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, 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, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **upgrade HVAC system at Williamson County Inner Loop Annex (ILA)**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Hundred Twelve Thousand Four Hundred Twenty-Five and No/100 Dollars ($112,425.00)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand One Hundred Twenty-Four and No/100 Dollars ($ 1,124.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

DBR Engineering Consultants, Inc.
Zac Morton, PE, LEED AP, Partner
2500 South Highway 183, Suite 500
Austin, Texas 78744

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: DBR Engineering Consultants, Inc.
2500 South Highway 183, Suite 500
Austin, Texas 78744

Attention: Zac Morton, PE, LEED AP
Partner

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.
A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as “A/E Work Products”) prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E’s work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E’s subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County’s sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

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

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR

ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:

25.1.1 Worker's Compensation in accordance with statutory requirements.

25.1.2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4 Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage. Prior to the performance of any A/Eing Services, A/E shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.3 Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

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

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

25.5 Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

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

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.6 Notices by A/E. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit

or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

25.8 Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.9 No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.10 Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for A/E's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

A/E shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. A/E must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

25.11 Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.
The standard of care for all professional, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.
Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.
Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context

otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

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

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

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

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

30.13 Governing Terms and Conditions.
If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.
County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as

determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY OF SECURED FACILITIES

To the extent the services hereunder relate to a secured facility or a critical infrastructure type facility of the County ("Secured Facility"), A/E must ensure that information relating all areas of the Secured Facility must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Secured Facility that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Secured Facility, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Secured Facility to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Secured Facility and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the County will perform checks. County shall retain the right to deny right of entry to the Secured Facility to anyone.

ARTICLE 37
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated

representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
DBR Engineering Consultants, Inc

By: _____
Signature

Zac Morton PE, LEED AP
Printed Name

Partner
Title

Date Signed: 10/15/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Inner Loop Annex
301 SE Inner Loop, Georgetown, TX 78626
4100-1043

Engineering services for upgrades to the HVAC system at the Williamson County Inner Loop Annex (ILA) to include evaluation and replacement of up to nineteen rooftop units with new equipment provided with dehumidification control, evaluation and possible replacement of the existing dedicated outdoor air unit, and modifications to HVAC for additional panels and power recently added to some spaces. Panels were added to a storage room that is to be converted to an electrical room.

HVAC evaluation to include analyzing whether the best course of action is to retain the configuration with the makeup air unit or utilize each rooftop unit for providing outdoor air. Existing HVAC units to be evaluated based on age, condition, and whether they are equipped with hot gas reheat humidity control or not.

Following evaluation and cost estimating, the replacement of up to nineteen RTUs or the replacement of one makeup air unit and the addition of a second makeup air unit to be designed.

Local code requirements to be reviewed concerning condensate collection and routing, and a compliant solution designed.

Services to include:

- Mechanical
    - Duct layout
    - Piping layout
    - Final specification
    - Mechanical details
    - Mechanical schedules
    - Control sequences (drawings)
- Electrical
    - Power plans
    - Panelboard schedules
    - Load analysis
    - One line diagram

  - Schedules
  - Details
- Plumbing
  - Piping plans
  - Details
- Fire Protection
  - Fire sprinkler performance specifications only

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully-executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within

three (3) business days of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$ 112,425.00**	100%
78%	**DBR**	**$ 88,000.00**	
11%	**Method Architecture**	**$ 11,925.00**	
11%	**Alpha Consulting Engineers**	**$ 12,500.00**	
Phase I - SCHEMATIC DESIGN		**$ 16,863.75**	15%
	DBR	$ 13,200.00	
	Method Architecture	$ 1,788.75	
	Alpha Consulting Engineers	$ 1,875.00	
Phase II - DESIGN DEVELOPMENT		**$ 22,485.00**	20%
	DBR	$ 17,600.00	
	Method Architecture	$ 2,385.00	
	Alpha Consulting Engineers	$ 2,500.00	
Phase III - CONSTRUCTION DOCUMENTS		**$ 33,727.50**	30%
	DBR	$ 26,400.00	
	Method Architecture	$ 3,577.50	
	Alpha Consulting Engineers	$ 3,750.00	
Phase IV - REGULATORY REVIEW AND PERMITS		**$ 5,621.25**	5%
	DBR	$ 4,400.00	
	Method Architecture	$ 596.25	
		$ 625.00	
Phase V - BIDDING, AWARD, AND EXECUTION		**$ 5,621.25**	5%
	DBR	$ 4,400.00	
	Method Architecture	$ 596.25	
	Alpha Consulting Engineers	$ 625.00	
Phase VI - CONSTRUCTION ADMINISTRATION		**$ 22,485.00**	20%
	DBR	$ 17,600.00	
	Method Architecture	$ 2,385.00	
	Alpha Consulting Engineers	$ 2,500.00	

Phase VII - PROJECT CLOSE-OUT	**$**	**5,621.25**	5%
DBR	$	4,400.00	
Method Architecture	$	596.25	
Alpha Consulting Engineers	$	625.00	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Five Hundred Thirty-Five (535) calendar days** from the date of the Agreem

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	**11/04/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	12/09/25
30% Plans, Specifications and Estimate deliverables	01/13/26
County written authorization to proceed to next phase	01/27/26
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	02/24/26
County written authorization to proceed to next phase	03/10/26
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	04/07/26
County written authorization to proceed to next phase	04/21/26
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	05/05/26
Plans submittal to TDLR and Permit application submittal to City	05/12/26
Construction Permits received from City	06/11/26
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	06/18/26
County advertises project for Bid	07/14/26
Contract Award	08/18/26

Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	08/25/26
Construction Substantial Completion	02/22/27
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	03/24/27
All services shall be complete on, or before:	**04/23/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

DBR Engineering Consultants, Inc.

Signature of Certifying Official

ZAC MORTON, PE
Printed Name of Certifying Official

PARTNER
Title of Certifying Official

10·15·2025
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Zac Morton (Signatory Name) the Partner (Signatory Title) of DBR (Entity Name), on behalf of said firm.

LILIANA MORENO
My Notary ID # 12252368
Expires February 22, 2029

Liliana Moreno
Notary Public in and for the
State of Texas

My commission expires: 02-22-2029

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1376506

Date Filed:
10/14/2025

Date Acknowledged:

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

DBR Engineering Consultants, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

Design and Engineering
Inner Loop Annex Dehumidification

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Morton, Zac	San Antonio, TX United States	X	
Uhlrich, Brian	San Antonio, TX United States	X	
Puentes, Edward	Austin, TX United States	X	
Roland, Kenny	Dallas, TX United States	X	
Jenkins, Brian	Houston, TX United States	X	
West, Carrie	Houston, TX United States	X	
Moe, Brent	Houston, TX United States	X	
Jones, Adam	Houston, TX United States	X	
MacDonald, Erik	Houston, TX United States	X	
Pfeiffer, Kevin	Houston, TX United States	X	
Meister, Will	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1376506

Date Filed:
10/14/2025

Date Acknowledged:

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

DBR Engineering Consultants, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

Design and Engineering
Inner Loop Annex Dehumidification

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Bexar County, State of Texas, on the 14th day of October (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:
2025-1376506

Date Filed:
10/14/2025

Date Acknowledged:
10/23/2025

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

DBR Engineering Consultants, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

Design and Engineering
Inner Loop Annex Dehumidification

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Morton, Zac	San Antonio, TX United States	X	
Uhlrich, Brian	San Antonio, TX United States	X	
Puentes, Edward	Austin, TX United States	X	
Roland, Kenny	Dallas, TX United States	X	
Jenkins, Brian	Houston, TX United States	X	
West, Carrie	Houston, TX United States	X	
Moe, Brent	Houston, TX United States	X	
Jones, Adam	Houston, TX United States	X	
MacDonald, Erik	Houston, TX United States	X	
Pfeiffer, Kevin	Houston, TX United States	X	
Meister, Will	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1376506

Date Filed:
10/14/2025

Date Acknowledged:
10/23/2025

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

DBR Engineering Consultants, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

Design and Engineering
Inner Loop Annex Dehumidification

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, 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 **57.**

Meeting Date: 11/04/2025

Jail South AHU Replacement - Cleary Zimmerman - PSA Supplemental Agreement 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 Supplemental Agreement 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and Cleary Zimmermann Engineers, LLC relating to the Jail South AHU Replacement.

Background

This Supplemental Agreement for Design and Engineering Services between Williamson County and Cleary Zimmermann Engineers, LLC is for additional compensation regarding owner-requested services outside the original scope of work to evaluate the existing chilled water system relating to the Williamson County Jail South AHU Replacement project. The agreement is to increase the total sum by $22,500.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail South AHU Repl - PSA-SA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/24/2025 01:54 PM
Form Started By: Gretchen Glenn		Started On: 10/24/2025 11:28 AM
Final Approval Date: 10/24/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail South AHU Replacement** ("Project")

ARCHITECT / ENGINEER: **Cleary Zimmermann Engineers, LLC** ("A/E")
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste 200
Austin, TX 78723

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, **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 **Agreement for Design and Engineering Services** being dated effective **January 29, 2025** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to evaluate existing chilled water system; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services:

Review the existing chilled water system for both the north and south jails, including chiller plant evaluations, review of the existing controls sequencing, reviewing trend data, for the purpose of investigating noted flow issues and existing pump control issues.

The expected deliverable shall include a report detailing the existing conditions with any recommendations for system improvement.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-Two Thousand Five Hundred and No/100 Dollars ($ 22,500.00)**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before October 28, 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:
Cleary Zimmermann Engineers, LLC.

By: Aaron Lovelock Digitally signed by Aaron Lovelock DN: C=US, E=aaronl@clearyzimmermann.com, O=Cleary Zimmermann Engineers, OU=Principal, CN=Aaron Lovelock Date: 2025.10.23 08:54:58-05'00'
Signature

Aaron Lovelock
Printed Name

Principal
Title

Date Signed: 10/23/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

Steve Snell
Printed Name

Williamson County Judge
Title

Date Signed: _____

Commissioners Court - Regular Session **58.**

Meeting Date: 11/04/2025

Approval of the Master Service Agreement No. 2026-056 with Cotton Commercial USA, Inc. DBA Target Solutions for Disaster Restoration and Emergency Recovery services with Williamson County for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement No. 2026-056 between Williamson County and Cotton Commercial USA, Inc. DBA Target Solutions for Disaster Restoration and Emergency Recovery services, in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00), pursuant to Cooperative Contract #TIPS 25050101, and authorize execution of the agreement.

Background

This Agreement for Disaster Restoration and Emergency Recovery Services between Williamson County and Cotton Commercial USA, Inc. DBA Target Solutions is for an as-needed basis throughout Williamson County Properties. The funding source is 01.0100.0509.004510 and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Cotton Commercial USA, Inc DBA Target Solutions Complete

---

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 04:16 PM
Form Started By: Michelle McKinney		Started On: 10/23/2025 03:31 PM
Final Approval Date: 10/27/2025		

Docusign Envelope ID: 80B1A0D5-BB94-464A-82C2-DFE0252929AF

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH COTTON COMMERCIAL USA, INC. DBA TARGET SOLUTIONS

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 **Cotton Commercial USA, Inc. DBA Target 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: The services to be provided include disaster restoration and emergency recovery services such as water or storm damage cleanup, fire restoration, mold remediation, etc. as needed throughout Williamson County property. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provider 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 disaster restoration and emergency recovery services such as water or storm damage cleanup, fire restoration, mold remediation, etc. as needed throughout Williamson County property. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through July 31, 2028. Unless terminated sooner pursuant to paragraph XXII below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

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

V.

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

VI.

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

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic

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

X.

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.

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XI.

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

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in a SOW and in accordance with Coop Contract - TIPS Contract #25050101. The not-to-exceed amount payable by County under this Agreement shall be **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address

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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 upon written notice to Contractor, 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 and such conditions have not cured within a reasonable time after written notice. 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:

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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

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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:

Each party acknowledges that, in connection with this Agreement, it may receive or have access to confidential or proprietary information of the other party ("Confidential Information"). Each party expressly agrees that it will not use any incidental confidential information obtained during the performance of this Agreement for its own benefit, will not enter unauthorized areas or access confidential information of the other party, and will not disclose any such information to unauthorized third parties. Each party shall take reasonable precautions to guard the security and confidentiality of the other party's information at all times.

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Notwithstanding the foregoing, County's obligations are subject to the Texas Public Information Act (Texas Government Code Chapter 552), and nothing herein shall prevent the County from disclosing information required to be disclosed under applicable law after providing notice to Service Provider to the extent permitted.

The obligations of confidentiality shall survive termination of this Agreement..

XXII.

Termination: This Agreement may be terminated at any time at the option of either Party, 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 written 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
Cotton Commercial USA, Inc. DBA
Target Solutions
6900 North State Hwy 6
Waco, TX 76712

With a copy to:

Docusign Envelope ID: 80B1A0D5-BB94-464A-82C2-DFE0252929AF

Cotton Commercial USA, In.c
840 W Sam Houston Pkwy N
Houston TX 77024
Attn: Legal Dept.
Legal@cottonteam.com

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. Notwithstanding anything to the contrary, in the event funds are not available and Service Provider is performing services under this Agreement, Service Provider shall immediately cease all services and County shall remain liable for all services performed up to the date of termination of funds.

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 and any amend amendments agreed to by both parties (if any);
B. Coop Contract - TIPS Contract #25050101, incorporated by reference
C. Statements of Work (SOWs) issued under the Agreement and
D. Insurance certificates evidencing coverages required herein above.

Docusign Envelope ID: 80B1A0D5-BB94-464A-82C2-DFE0252929AF

In the event a dispute arises between terms and conditions of this (1) Agreement and amendments (if any) and (2) Coop Contract - TIPS Contract #25050101 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) the terms and conditions of this Agreement, and amendments (if any) (2) Coop Contract - TIPS Contract #25050101 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__

COTTON COMMERCIAL USA, INC. DBA TARGET SOLUTIONS

Signed by:
DC9EB6449A41461...
Authorized Signature

Justin Phillpott
Printed Name

Dated: 10/21/2025 | 10:13 AM PDT, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 21 2025 Time: 2:55 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 21 2025 Time: 12:35 pm

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:
2025-1379671

Date Filed:
10/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cotton Commercial USA DBA Target Solutions
Waco, 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.
2026-056
Master Service Agreement

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 JUSTIN THILPOTT, 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 MCLENNAN County, State of TEXAS, on the 21ST day of OCT (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:
2025-1379671

Date Filed:
10/21/2025

Date Acknowledged:
10/23/2025

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

Cotton Commercial USA DBA Target Solutions
Waco, 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.

2026-056
Master Service Agreement

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **59.**

Meeting Date: 11/04/2025

CJC Attic IT Fire Suppression_Texas Air Systems - Change Order 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No.1 from Texas Air Systems for the Justice Center Attic Information Technology (IT) Fire Suppression project to add louver and extend time by 25 days for the completion of the project, which was approved by Williamson County Project Manager, Thomas Crockett, pursuant to the Commissioner's Court prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This Change Order results in a net increase of $8,618. The original Contract amount was $217,175.00. As a result of this Change Order, the net increase is 3.9% in the Contract cost with a new contract sum of $225,793.00. Williamson County Facilities Project Manager, Thomas Crockett was delegated change order approval authority for this project on January 23, 2024, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Attic IT Fire Suppression_TAS_CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 09:26 AM
Form Started By: Christy Matoska		Started On: 10/24/2025 02:03 PM
Final Approval Date: 10/29/2025		

CHANGE ORDER
Attic IT Fire Suppression

CHANGE ORDER NO: 01 NTP Date: 1July 25
DATE OF ISSUANCE: 10/17/2025
Contractor: Texas Air Systems
Architect/ Engineer: Cleary Zimmemann

EXPLANATION:

The Contractor had to add a Louver to the fire system; this was not caught during the design phase of the project.

CONTRACT CHANGE:

1. Additional services required

A.	Original Contract Amount	$ 217,175.00
B.	Adjusted Contract Sum by previous Change Orders	$ 0.00
C.	Contract Sum increased by this Change Order in the amount of	$ 8,618.00
D.	New Contract Sum including this Change Order will be	$ 225,793.00

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 3.9%

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 21 October 2025

RECOMMENDED BY:

Texas Air Systems — Contractor
Signature — Date: 10-23-2025

REVIEWED BY:

Cleary Zimmermann — Architect/ Engineer
Signature — Date

ACCEPTED BY:

Tommy Crockett — County's Representative
Thomas Crockett — Signature
Date

Commissioners Court - Regular Session **60.**

Meeting Date: 11/04/2025

Temporary road closure of Limestone Terrace from Quarry Rim Dr to the Jarrell Community Library

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary road closure of Williamson County's portion of Limestone Terrace from Quarry Rim Drive to the Jarrell Community Library on Saturday, November 15, 2025, from 10 AM to 6 PM and approval of a temporary diversion plan for traffic during the closure. The City of Jarrell has granted approval for a temporary closure of the portion of Limestone Terrace within their jurisdiction.

Background

This temporary road closure is for Jarell Fall Festival community event. A temporary diversion plan for traffic is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

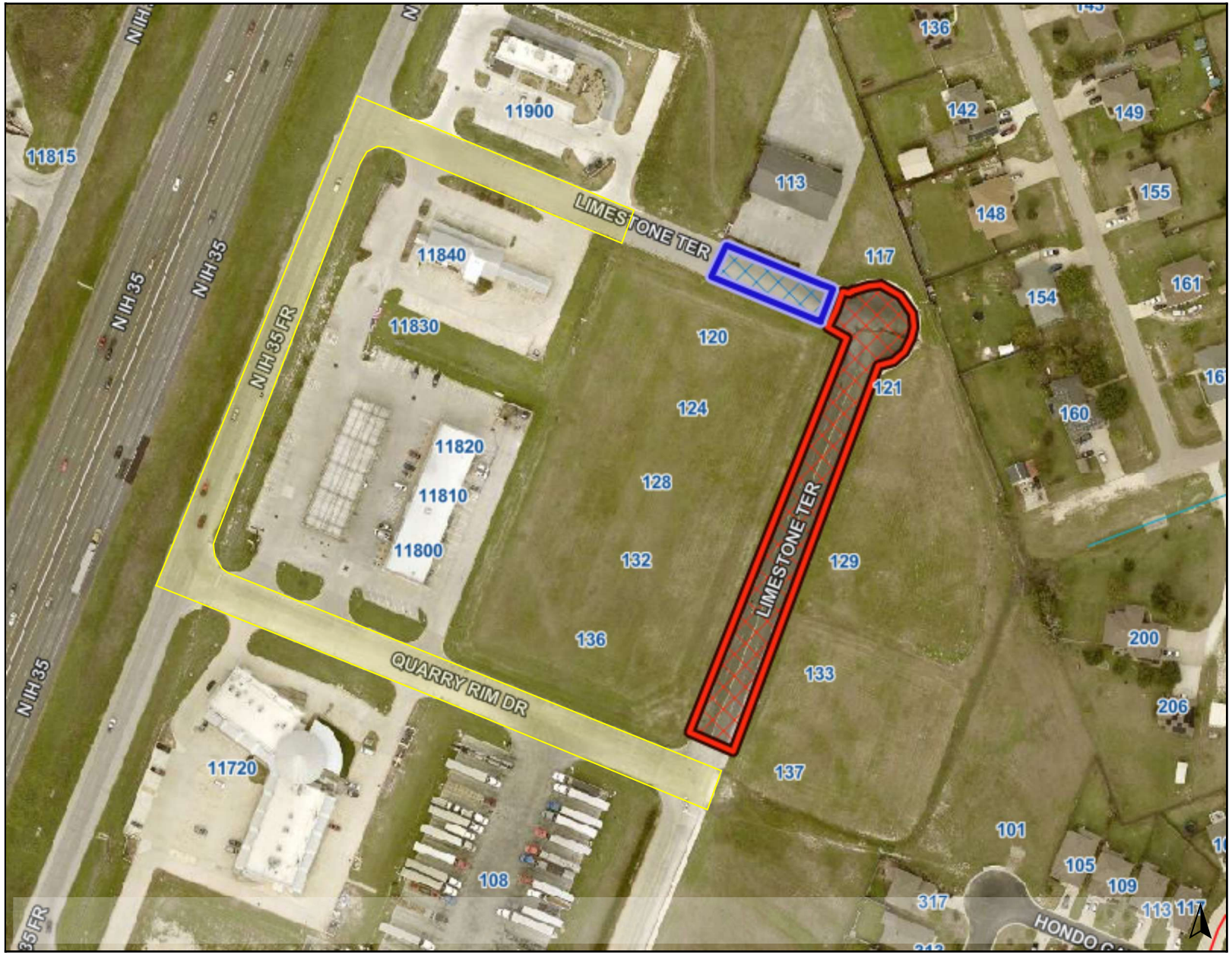
Limestone Terrace temporary diversion plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:21 AM
Form Started By: Misti Schulz		Started On: 10/07/2025 12:53 PM
Final Approval Date: 10/29/2025		

WILLIAMSON COUNTY

Road Closure - Nov 15th 10AM-6PM





Legend

- Williamson County Maintained Closure Area
- City of Jarrell Closure Area
- Temporary Diversion

0 300 600 ft

1:2500

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

11/6/2024 11:33:36 AM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Commissioners Court - Regular Session **61.**

Meeting Date: 11/04/2025

Approval of Contract #2026-059 for the Purchase of 2025 John Deere 544P Loader from RDO Equipment Co. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract# 2026-059 for the Purchase of 2025 John Deere 544P Loader replacing UTL0211 from RDO Equipment Co. for the total amount of $240,791.33 pursuant to Co-Op Sourcewell 011723-JDC and authorizing the execution of the agreement.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 and Origination ID# is 3678. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RDO Agreement REDACTED

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:17 AM
Form Started By: Fernando Ramirez		Started On: 10/21/2025 07:59 AM
Final Approval Date: 10/28/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS
RDO EQUIPMENT CO.
(Deal [redacted])

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

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

I.

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

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

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with Cooperative Contract Sourcewell# 011723-JDC. The not-to-exceed amount for the life of this contract shall be **Two Hundred Forty Thousand Seven Hundred Ninety-One Dollars and Thirty-Three Cents ($240,791.33)**.

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

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

IV.

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

V.

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

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

No Assignment: Service Provider may not assign this Contract.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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.

XIX.

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 **RDO Equipment Co. Deal** [redacted], marked as **Exhibit "A"**;
B. The cooperative purchasing Contract Sourcewell# 011723-JDC, incorporated by reference and
C. Any Amendments agreed to by both parties.

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

XX.

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___

RDO EQUIPMENT CO.:

_____
Authorized Signature

Shannon Brooks Fitzgerald
Printed Name

Date: Oct 15 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 20 2025 Time: 11:34 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 20 2025 Time: 3:20 pm

Exhibit "A"
RDO Equipment Co. Deal [redacted]

Investment Proposal (Quote)

RDO Equipment Co.
16415 N Interstate 35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
WILLIAMSON COUNTY FLEET SERVICES
3151 SE INNER LOOP STE B
GEORGETOWN, TX, 786266343
WILLIAMSON

Investment Proposal Date:
Pricing Valid Until:
Deal Number:
Customer Account#:
Sales Professional: Shannon Brooks Fitzgerald
Phone: 1 (512) 220-3665
Fax:
Email: SBrooks@rdoequipment.com

Comments

Sourcewell Contract 011723-JDC
Williamson County Sourcewell Member ID 9076

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	TBD TBD	0	New 2025 JOHN DEERE 544P	$364,955.00
			Freight in FACTORY FREIGHT	$6,000.00
			Freight Out DELIVERY TO CUSTOMER	$495.00
			Prep / Reconditioning PDI AND FUEL	$4,365.00
			Other RDO PROMISE | INCLUDES FREE FIELD SVC TRAVEL, FREE LOANERS and MUCH MORE	
			Customer Discount SOURCEWELL - 39% OFF LIST	($142,332.45)
			Warranty -John Deere MFG. Base-12 Months, 9999999 Hours,Deductible: 0, Exp Date: 3/6/2026	$0.00
			Warranty -John Deere Comprehensive-48 Months, 5000 Hours,Deductible: 200, Exp Date: 3/6/2029	$7,000.00
			Equipment Subtotal:	**$240,482.55**

Purchase Order Totals

Balance:	$240,482.55
Total Taxable Amount:	$0.00
TX STATE TAX:	$0.00
TX SPECIAL TAX:	$0.00
Sales Tax Total:	$0.00
HEI:	$308.78
Sub Total:	$240,791.33
Cash with Order:	$0.00
Balance Due:	**$240,791.33**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2025 JOHN DEERE 544P	None

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:
2025-1377558

Date Filed:
10/15/2025

Date Acknowledged:
10/16/2025

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

RDO EQUIPMENT
FARGO, ND 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.

2026-059
2025 JOHN DEERE 544P LOADER

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCGOVERN, RONDI	FARGO, ND United States	X	
OFFUTT, CHRISTI	FARGO, ND United States	X	
OFFUTT, RYAN	FARGO, ND United States	X	
OFFUTT, RON	FARGO, ND United States	X	
NEAL, SHELLY	FARGO, ND 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:
2025-1377558

Date Filed:
10/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RDO EQUIPMENT
FARGO, ND 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.
2026-059
2025 JOHN DEERE 544P LOADER

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCGOVERN, RONDI	FARGO, ND United States	X	
OFFUTT, CHRISTI	FARGO, ND United States	X	
OFFUTT, RYAN	FARGO, ND United States	X	
OFFUTT, RON	FARGO, ND United States	X	
NEAL, SHELLY	FARGO, ND United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (city) (state) 78660 (zip code) USA (country)

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

Executed in Travis County, State of Texas, on the 15 day of Oct (month), 20 25 (year)

SBF

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **62.**

Meeting Date: 11/04/2025

Approval of Contract #2026-060 for the Purchase of MowerMax Prime Mover from ATMAX Equipment Co. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract# 2026-060 for the purchase of a new MowerMax Prime Mover, replacing UJ1051 and UJ0908 heavy equipment from ATMAX Equipment Co. for the total amount of $288,337.59 pursuant to Co-Op BuyBoard 706-23, and authorizing the execution of the agreement.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 and Origination ID# is 3708. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement ATMAX REDACTED

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 11:16 AM
Form Started By: Fernando Ramirez		Started On: 10/20/2025 03:20 PM
Final Approval Date: 10/28/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS
ATMAX EQUIPMENT CO.
(Quote no. [redacted]

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

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

I.

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

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

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with cooperative contract number BuyBoard# 706-23. The not-to-exceed amount for the life of this contract shall be **Two Hundred Eighty-Eight Thousand Three Hundred Thirty-Seven Dollars and Fifty-Nine Cents ($288,337.59)**.

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

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

IV.

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

V.

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

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

No Assignment: Service Provider may not assign this Contract.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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.

XIX.

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 **ATMAX Equipment Co. Quote** [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: BuyBoard# 706-23, incorporated by reference and
C. Any Amendments agreed to by both parties.

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

XX.

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___

ATMAX EQUIPMENT CO.:

_____
Authorized Signature

Timothy B. Ward, President
Printed Name

Date: October, 16 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 20 2025 **Time:** 11:06 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 20 2025 Time: 2:41 pm

Exhibit "A"
ATMAX Equipment Co. Quote [redacted]

QUOTE

[redacted]

Quote Nbr.:
Order Date:
Valid Until:
Sales Person:
Customer ID:
Reference:
Payment Terms:
For: Thoene, Gary
Contract: BuyBoard Contract 706-23
Grounds Maint. Equip.

ATMAX Equipment Co.
6902 E. 7th Ave
Tampa, FL, 33619
Phone: 813-634-1111

Web: www.mowermax.com

BILL TO:
Williamson Co TX
3151 S. E. Inner Loop
Georgetown TX 78626
United States of America

SHIP TO:
Williamson Co TX
3151 S. E. Inner Loop
Georgetown TX 78626
United States of America

NO.	ITEM	QTY.	PRICE	AMOUNT
1	810-1003: MowerMax Prime Mover, 22ft-26ft, FLA Capable,Gen 4 154 HP Cummins Turbo Diesel, Stage V 4-Speed Hydrostatic Transmission Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Rear Axle Stabilizer Full time 4WD 3 Steering Modes, Front, Crab and 4 Wheel ISO Mounted Cab, Certified ROPS - ISO 3471 and FOPS - ISO3449 1/2" High Impact Lexan on right side of cab 10" Touchscreen Color Monitor Grammer cloth seat, 12v Air-ride, with lumbar, tilt, arm rest & two safety switches Climate controlled with AC and Heat AM/FM Stereo with Blue Tooth, 6" touch screen Tires: Heavy duty Radial Multi-Purpose Safety: Headlights with LED daytime running lights, turn signal and brake lights Class 1 LED Strobe, 12 LED Mini Strobes and 1 - 36in LED Directional Bar Back-up alarm Mirror Back Up Camera and Front-View camera Reversing Radiator Cleanout Fan Training - Operator and Safety	1.00	204,414.85	204,414.85
2	810-2052: Boom Arm, 24ft, Stucchi QD 24' Boom Arm Includes: Quick Disconnect System with Single Pin Removal & Multi-Plate Hydraulic Disconnect	1.00	17,988.20	17,988.20
3	810-3054: Boom Attachment, Rotary Deck, 60in, Articulate Capable, Stucchi QD Hydraulic Limb Door with 180° Deck Swivel Quick Disconnect System: with Single Pin Removal & Multi-Plate Hydraulic Disconnect	1.00	21,700.66	21,700.66
4	810-6012: Option, Articulate, Rotary, 45/45 Deg. Rotary Deck: 45°/45° left to right articulate	1.00	.00	0.00
5	810-3070: Boom Attachment, Quad Saw with 90 Deg. Articulate and Stucchi QD SawMax, 90" (4) 26" Carbide Blades Quick Disconnect System with Single Pin Removal & Multi-Plate Hydraulic Disconnect	1.00	24,730.75	24,730.75
6	810-4001: Front Lift Arms with Universal Attachment Mount	1.00	14,503.13	14,503.13

Tax Total: 0.00
Total (USD): 288,337.59

QUOTE

[redacted]

Quote Nbr.:
Order Date:
Valid Until:
Sales Person:
Customer ID:
Reference:
Payment Terms:
For: Thoene, Gary
Contract: BuyBoard Contract 706-23
Grounds Maint. Equip.

ATMAX Equipment Co.
6902 E. 7th Ave
Tampa, FL, 33619
Phone: 813-634-1111

Web: www.mowermax.com

BILL TO:
Williamson Co TX
3151 S. E. Inner Loop
Georgetown TX 78626
United States of America

SHIP TO:
Williamson Co TX
3151 S. E. Inner Loop
Georgetown TX 78626
United States of America

NO.	ITEM	QTY.	PRICE	AMOUNT
	Front Lift System: Skid Steer Type Quick Attach & Hydraulic Quick Disconnect			
7	810-6001: Option, Radial Tires/Wheels, Set of 4 460/70-R24 Radial Tire Multiuse Tread	1.00	.00	0.00
8	810-6014: Option, Reversing, Cleanout Radiator Fan	1.00	.00	0.00
9	SHIPPING: Shipping and Handling	1.00	.00	5,000.00

Quote Total:	288,337.59
Tax Total:	0.00
Total (USD):	288,337.59

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:
2025-1377694

Date Filed:
10/16/2025

Date Acknowledged:
10/17/2025

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

ATMAX Equipment Co.
Tampa, FL United States

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

Williamson County, Texas

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

[redacted]
MowerMax Boom Mower

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

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Tampa, FL United States

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Williamson County, Texas

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

[redacted]
MowerMax Boom Mower

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 Timothy B. Ward, and my date of birth is [redacted].

My address is [redacted], [redacted] (city), FL (state), 33619 (zip code), USA (country).

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

Executed in Hillsborough County, State of Florida, on the 16 day of October (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **63.**

Meeting Date: 11/04/2025

Approval of Contract# 2026-070 for the Purchase of 2026 WST Equipment 49X Haul Truck from Doggett Freightliner of South Texas LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract# 2026-070 for the purchase of a 2026 WST Equipment 49X Haul Truck replacing UTT1502 from Doggett Freightliner of South Texas LLC for the total amount of $185,900.00 pursuant to Co-Op TIPS 230802 and authorizing the execution of the agreement.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005700 and Origination ID# is 3619. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/27/2025 03:56 PM
Form Started By: Fernando Ramirez		Started On: 10/21/2025 03:30 PM
Final Approval Date: 10/27/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS
DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC
(Invoice Dated 10/20/2025)

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

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

I.

Goods: Service Provider shall supply the County the goods described in the **Doggett Invoice dated 10/20/2025** attached as **Exhibit "A,"** provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with cooperative contract number TIPS# 230802. The not-to-exceed amount for the life of this contract shall be **One Hundred Eighty-Five Thousand Nine Hundred Dollars ($185,900.00)**.

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

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

IV.

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

V.

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

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

No Assignment: Service Provider may not assign this Contract.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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.

XIX.

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 **Doggett Invoice dated 10/20/2025** marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: TIPS#230802, incorporated by reference and
C. Any Amendments agreed to by both parties.

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

XX.

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___

Doggett Freightliner of South Texas LLC:

Dana Plumpe
Authorized Signature

Dana Plumpe
Printed Name

Date: October, 21 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 21 2025 Time: 1:13 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 21 2025 Time: 3:08 pm

Exhibit “A”
Doggett Invoice dated 10/20/2025

DOGGETT FREIGHTLINER SOUTH TEXAS

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:

DATE: 10/20/2025

INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE
WILLIAMSON COUNTY				
ADDRESS		CITY	STATE	ZIP CODE
3151 S E INNER LOOP STE B		GEORGETOWN	TX	78626
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2026	WST	49X HAUL TRUCK	TBD	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

DISCLAIMER OF WARRANTIES

Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:	TRADE-IN			
YEAR	MAKE	MODEL/BODY	VIN	

MILEAGE:			
	TIPS CONTRACT PRICING W/ TARIFF SURCHARGE		$153,400.81
	ADDITIONAL SPEC OPTIONS		$16,499.19
	WET KIT, CAB GUARD, LIGHT BAR INSTALL		$16,000.00
	TIPS CONTRACT 230-802		

PAYOFF TO:		SUBTOTAL	$185,900.00
ADDRESS: FAX:		SALES TAX	$0.00
GOOD UNTIL:		DEALER'S INVENTORY TAX	$0.00
QUOTED BY:		TITLE FEE	$0.00
SHOW LIEN TO:		LICENSE FEE	$0.00
ADDRESS:	Body Type:	DOCUMENTARY FEE	**$0.00**
	License Wt.:	FEDERAL EXCISE TAX	$0.00
	State Insp.:	TOTAL SALE PRICE	$185,900.00
DATED: LIEN AMOUNT $	License:	LESS TRADE	$0.00
DRAFT FOR $	Title:	EXT. WARRANTY	$0.00
DRAFT THRU:	Transfer:	LESS DEPOSIT	$0.00
ADDRESS:		TOTAL BALANCE DUE	$185,900.00

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

1. These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence, Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.

2. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchaser are limited as set forth in this Order.

3. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. Purchaser waives all other claims for any damages resulting from a manufacture's change in pricing and/or a related cancellation.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** Dana Plumpe **DATE** _____

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:
2025-1379583

Date Filed:
10/21/2025

Date Acknowledged:
10/21/2025

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

Doggett Freightliner of South Texas, LLC
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.

2026-070
2026 WST Equipment 49X Haul Truck

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:
2025-1379583

Date Filed:
10/21/2025

Date Acknowledged:

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

Doggett Freightliner of South Texas, LLC
Austin, TX United States

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

Williamson County

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2026-070
2026 WST Equipment 49X Haul Truck

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 Dana Plumpe, and my date of birth is [redacted].

My address is [redacted], [redacted], TX, 78717, USA.
(city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 21 day of October, 20 25.
(month) (year)

Dana Plumpe
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **64.**

Meeting Date: 11/04/2025

23IFB67 Corridor C - SH29 Bypass Change Order #3 (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. 3 in the amount of ($373,288.56) for Project 23IFB67 Corridor C - SH29 Bypass (Capital Excavation).

Background

This Change Order adjusts the excavation and embankment items due to the landscape of the project changing from the time of the design to construction. This Change Order also 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. Multiple items will be added by this Change Order. Please see attached Change Order for additional details.

This Change Order results in a net decrease of $373,288.56 to the Contract amount, for an adjusted Contract total of $30,183,328.97. The original Contract amount was $30,540,848.03. As a result of this and all Change Orders to-date, $357,519.06 has been deducted from the Contract, resulting in an 1.17% net decrease in the Contract cost. Zero (0) days will be deducted from the Contract as a result of this Change Order.

P: 459 Funding Source Bond in Commissioners Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB67-CorridorC-SH29-CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:22 AM
Form Started By: Julissa Romero		Started On: 10/28/2025 08:54 AM
Final Approval Date: 10/29/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Contract Award Date:	8/22/2023
Project Number:	*23IFB67*
Funding Source:	*P459*
Roadway:	*SH 29 Bypass*
CSJ Number:	N/A

Contractor: **Capital Excavation** NTP Required: ☐ Yes ☑ No

Project Name: **Corridor C - SH 29 Bypass**

Change Order Work Limits: Sta. **90+77.97** to Sta. **264+98.01**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2C, 2E** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2C. New development (conditions changing after PS&E completed) This Change Order adds items for additional excavation and embankment due to the landsacpe of the project changing from the time of the design to construction. **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: **N/A**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date _____

By Joe Chesney Digitally signed by Joe Chesney DN: C=US, E=jchesney@capitalexcavation.com, CN=Joe Chesney Date: 2025.10.24 12:34:54-05'00'

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($373,288.56)**

Original Contract Amount:	**$30,540,848.03**
Total Change Orders To-Date:	**-$357,519.06**
Percent Change in Original Contract:	**-1.17%**

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 10/27/2025 Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — 10/28/2025 Date

Program Manager — 10/28/2025 Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *23IFB67*

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
110-6001	EXCAVATION (ROADWAY)	CY	$12.02	71,105.00	$854,682.10	8,219.00	79,324.00	$953,474.48	$98,792.38
132-6005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	$22.00	219,520.00	$4,829,440.00	11,469.00	230,989.00	$5,081,758.00	$252,318.00
164 WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	SY	$0.23	111,942.00	$25,746.66	29,503.00	141,445.00	$32,532.35	$6,785.69
164 WC11	SEEDING FOR EROSION CONTROL(TY II)	SY	$0.26	335,818.00	$87,312.68	(214,703.53)	121,114.47	$31,489.76	($55,822.92)
166 6002	FERTILIZER	TON	$2,210.00	14.00	$30,940.00	(0.63)	13.37	$29,547.70	($1,392.30)
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.30	11,978.00	$15,571.40	4,469.55	16,447.55	$21,381.82	$5,810.42
169 6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	$5.95	3,462.00	$20,598.90	(538.45)	2,923.55	$17,395.12	($3,203.78)
260 6002	LIME (HYDRATED LIME (SLURRY))	TON	$340.00	1,031.00	$350,540.00	(437.44)	593.56	$201,810.40	($148,729.60)
260 6027	LIME TRT (EXST MATL)(8")	SY	$6.05	57,303.00	$346,683.15	(19,474.00)	37,829.00	$228,865.45	($117,817.70)
310 6001	PRIME COAT (MULTI OPTION)	GAL	$3.90	12,396.00	$48,344.40	(5,096.00)	7,300.00	$28,470.00	($19,874.40)
316 6193	AGGR(TY-D GR-5 SAC-B)	CY	$175.00	379.00	$66,325.00	69.00	448.00	$78,400.00	$12,075.00
316 6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	$4.00	18,209.00	$72,836.00	(2,308.00)	15,901.00	$63,604.00	($9,232.00)
351 6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	$54.20	2,118.00	$114,795.60	(2,118.00)	0.00	$0.00	($114,795.60)
354 6021	PLANE ASPH CONC PAV(0" TO 2")	SY	$5.60	4,813.00	$26,952.80	11,966.53	16,779.53	$93,965.37	$67,012.57
506 6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	$30.05	545.00	$16,377.25	(30.00)	515.00	$15,475.75	($901.50)
506 6011	ROCK FILTER DAMS (REMOVE)	LF	$10.75	1,105.00	$11,878.75	(30.00)	1,075.00	$11,556.25	($322.50)
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$2.80	19,993.00	$55,980.40	(410.00)	19,583.00	$54,832.40	($1,148.00)
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.05	19,993.00	$20,992.65	(410.00)	19,583.00	$20,562.15	($430.50)
506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$6.45	476.00	$3,070.20	(476.00)	0.00	$0.00	($3,070.20)
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$1.05	476.00	$499.80	(476.00)	0.00	$0.00	($499.80)
545 6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	EA	$7,900.00	11.00	$86,900.00	(2.00)	9.00	$71,100.00	($15,800.00)
618 6062	CONDT (RM) (3/4")	LF	$54.70	320.00	$17,504.00	10.00	330.00	$18,051.00	$547.00
	TOTALS				$7,103,971.74			$7,054,272.00	($49,699.74)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # 23IFB67***

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
658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	$135.00	11.00	$1,485.00	13.00	24.00	$3,240.00	$1,755.00
666 6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	LF	$1.80	540.00	$972.00	(192.00)	348.00	$626.40	($345.60)
666 6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	$1.80	1,085.00	$1,953.00	(23.00)	1,062.00	$1,911.60	($41.40)
666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	$9.50	163.00	$1,548.50	(33.00)	130.00	$1,235.00	($313.50)
666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	EA	$200.00	10.00	$2,000.00	2.00	12.00	$2,400.00	$400.00
666 6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	$210.00	10.00	$2,100.00	2.00	12.00	$2,520.00	$420.00
666 6146	REFL PAV MRK TY I (Y)24"(SLD)(090MIL)	LF	$9.50	600.00	$5,700.00	(49.00)	551.00	$5,234.50	($465.50)
666 6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	$0.45	39,280.00	$17,676.00	(8,659.00)	30,621.00	$13,779.45	($3,896.55)
666 6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$0.60	540.00	$324.00	(126.00)	414.00	$248.40	($75.60)
666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.60	1,085.00	$651.00	(157.00)	928.00	$556.80	($94.20)
666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$5.30	163.00	$863.90	(33.00)	130.00	$689.00	($174.90)
666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	$120.00	10.00	$1,200.00	2.00	12.00	$1,440.00	$240.00
666 6192	REFL PAV MRK TY II (W) (WORD)	EA	$135.00	10.00	$1,350.00	2.00	12.00	$1,620.00	$270.00
666 6208	REFL PAV MRK TY II (Y) 6" (BRK)	LF	$0.45	3,112.00	$1,400.40	(332.00)	2,780.00	$1,251.00	($149.40)
666 6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	$0.45	29,428.00	$13,242.60	(3,285.00)	26,143.00	$11,764.35	($1,478.25)
666 6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$5.30	600.00	$3,180.00	(49.00)	551.00	$2,920.30	($259.70)
666 6285	REF PROF PAV MRK TY I(W)6"(SLD)(090MIL)	LF	$1.35	39,280.00	$53,028.00	(8,529.00)	30,751.00	$41,513.85	($11,514.15)
666 6289	REF PROF PAV MRK TY I(Y)6"(SLD)(090MIL)	LF	$1.35	17,413.00	$23,507.55	2,115.00	19,528.00	$26,362.80	$2,855.25
666 6317	RE PM W/RET REQ TY I (Y)6"(BRK)(090MIL)	LF	$0.95	3,112.00	$2,956.40	(332.00)	2,780.00	$2,641.00	($315.40)
666 6320	RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	LF	$0.95	12,015.00	$11,414.25	(608.00)	11,407.00	$10,836.65	($577.60)
672 6007	REFL PAV MRKR TY I-C	EA	$6.80	36.00	$244.80	22.00	58.00	$394.40	$149.60
672 6009	REFL PAV MRKR TY II-A-A	EA	$6.80	1,208.00	$8,214.40	(333.00)	875.00	$5,950.00	($2,264.40)
672 6010	REFL PAV MRKR TY II-C-R	EA	$6.80	50.00	$340.00	5.00	55.00	$374.00	$34.00
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	$3.80	184.00	$699.20	16.00	200.00	$760.00	$60.80
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	$16.20	91.00	$1,474.20	(16.00)	75.00	$1,215.00	($259.20)
678 6008	PAV SURF PREP FOR MRK (24")	LF	$1.10	60.00	$66.00	0.00	60.00	$66.00	$0.00
730 6107	FULL - WIDTH MOWING	CYC	$4,400.00	6.00	$26,400.00	(5.00)	1.00	$4,400.00	($22,000.00)
3076 6001	D-GR HMA TY-B PG64-22	TON	$94.60	14,045.00	$1,328,657.00	(970.98)	13,074.02	$1,236,802.29	($91,854.71)
3076 6050	D-GR HMA TY-D SAC-B PG76-22	TON	$122.00	13,265.00	$1,618,330.00	(513.19)	12,751.81	$1,555,720.82	($62,609.18)
3076 6051	D-GR HMA TY-D PG76-22 (LEVEL-UP)	TON	$133.00	1,500.00	$199,500.00	(357.00)	1,143.00	$152,019.00	($47,481.00)
3081 6008	TOM-C PG76-22 SAC-B	TON	$180.00	827.00	$148,860.00	124.73	951.73	$171,311.40	$22,451.40
3084 6001	BONDING COURSE	GAL	$4.10	1,317.00	$5,399.70	1,518.00	2,835.00	$11,623.50	$6,223.80
The "Totals" from Table B of the previous work sheet:					$7,103,971.74			$7,054,272.00	($49,699.74)
TOTALS					$10,588,709.64			$10,327,699.51	($261,010.13)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *23IFB67*

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
999 WC01	FORCE ACCOUNT	DOL	$1.00	50,000.00	$50,000.00	(50,000.00)	0.00	$0.00	($50,000.00)
3076 WC01	PROD. BONUS/PENALTY (TY B)	DOL	$1.00	76,200.00	$76,200.00	(38,019.68)	38,180.32	$38,180.32	($38,019.68)
3076 WC02	PROD. BONUS/PENALTY (TY D)	DOL	$1.00	95,700.00	$95,700.00	(64,515.27)	31,184.73	$31,184.73	($64,515.27)
502 WC01	FORCE ACCOUNT - LAW ENFORCEMENT PERSONNEL	DOL	$1.00	50,000.00	$50,000.00	52,864.46	102,864.46	$102,864.46	$52,864.46
585 WC01	RIDE QUALITY BONUS/PENALTY	DOL	$1.00	34,400.00	$34,400.00	(31,537.00)	2,863.00	$2,863.00	($31,537.00)
999 WC02	REMOVE & REPLACE CCA	LS	$9,815.04	0	$0.00	1.00	1.00	$9,815.04	$9,815.04
999 WC03	REMOVE/INSTALL BARBED WIRE FENCE	LS	$4,399.92	0	$0.00	1.00	1.00	$4,399.92	$4,399.92
999 WC04	ADDITIONAL SIGNS/SIGN REMOVAL	LS	$4,714.10	0	$0.00	1.00	1.00	$4,714.10	$4,714.10
The "Totals" from Table B of the previous work sheet:					$10,588,709.64			$10,327,699.51	($261,010.13)
TOTALS					$10,895,009.64			$10,521,721.08	($373,288.56)

Williamson County Road Bond Program

Corridor C SH 29 Bypass
Williamson County Project No. 23IFB67

Change Order No. 3

Reason for Change

This Change Order adjusts the excavation and embankment items due to the landscape of the project changing from the time of the design to construction. This Change Order also 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.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999 WC02	REMOVE & REPLACE CCA	1	LS
999 WC03	REMOVE/INSTALL BARBED WIRE FENCE	1	LS
999 WC04	ADDITIONAL SIGNS/SIGN REMOVAL	1	LS

This Change Order results in a net decrease of $373,288.56 to the Contract amount, for an adjusted Contract total of $30,183,328.97. The original Contract amount was $30,540,848.03. As a result of this and all Change Orders to-date, $357,519.06 has been deducted from the Contract, resulting in an 1.17% net decrease in the Contract cost. Zero (0) days will be deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Corridor C - SH 29 Bypass		Solicitation #:	23IFB67
Date awarded	8/22/2023			
Awarded Contract Amount		$30,540,848.03		
			Percentage Change	
	Change order #1	$6,201.00	0.02%	
	Change order #2	$9,568.50	0.03%	
	Change order #3	-$373,288.56	-1.22%	
	Total changes to date	($357,519.06)	-1.17%	(Running totals here)
	Adjusted contract amount	$30,183,328.97		

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

Item: 999-WC02

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 7

Date: 10/14/2024

QuoteTo: Brian Soileau
CAPITAL EXCAVATION COMPANY

Project: SH 29 BYPASS (1059)
Capital Project #: 1059
Description: Force Account - Remove & Replace CCA

Item	Description	Quantity	Unit	Unit Price	Amount
	Remove & Replace CCA	1.00	LS	9,815.04	9,815.04
GRAND TOTAL					9,815.04

Scope: On 7/30/24, HNTB/CX had ESSI remove and replace a damaged crash cushion attenuator on the SH 29 Bypass project.

Capital Excavation Requests an additional : TIA day(s)

Subcontractor Total: $9,255.11

5% Subcontractor Mark-Up: $466.61

1% Bond Mark-Up: $93.32

Total Cost: $9,815.04

Item: 999-WC02

Environmental Safety Services, Inc.
PO Box 54
Buda, TX 78610
Phone 512-989-2259 Fax 512-372-9375

DAILY STATEMENT OF FORCE ACCOUNT WORK

Date of Work: July 30, 2024 **Invoice #:** 0724-2176 FA

Invoice Date: 8/21/24

Project Number :		**Sub Contractor**	ENVIRONMENTAL SAFETY SERVICES, INC
CSJ Number :		**General Contractor**	Capital Excavation # 1059
County :	Williamson	**GC Project Manager:**	**Phone:**
Highway :	Corridor C-SH 29 Bypass	**State Inspector**	**Phone:**

Work Performed: Remove Damaged CCA - Install NewTL3 Sled CCA 1 EA West of Barricades

STATEMENT OF EQUIPMENT

TYPE	YEAR	EQUIPMENT NUMBER (OR RENTAL VENDOR)	HOURS USED	RATE	AMOUNT
Ford Pick Up Truck 1 Ton 4x4	2017	Truck #137	4.5	43.82	$ 197.19
Trailer	2016	Trailer #212	4.5	20.15	$ 90.68
Track Loader	2019	#339	4.5	73.25	$ 329.63
				Subtotal	$ 617.49
				Equipment Markup (15%)	$ 92.62
				Total	$ 710.11

STATEMENT OF LABOR

NAME	CLASSIFICATION	(H)RLY (S)AL.	HOURS REG	HOURS OT	RATE REG	RATE OT	AMOUNT
Felix Zuniga	Common Laborer	H	4.500		18.000	27.000	$ 81.00
Horacio Ponce	Common Laborer	H	4.500	0.000	17.500	26.250	$ 78.75
Jesus Martinez	Common Laborer	H	4.500	0.000	22.500	33.750	$ 101.25
Jesus Pacheco	Common Laborer	H	4.500		17.000	25.500	$ 76.50
						Subtotal	$ 337.50
						55% Compensation for Labor Insurance & Taxes & WC:	$ 185.63
						25% Overhead, Superintendence, Profit & Small Tools	$ 84.38
						Labor Total	$ 607.50

STATEMENT OF MATERIAL

DESCRIPTION	VENDOR	QUANTITY	U/M	PRICE	AMOUNT
TL3 Sled CCA	Pathmark Traffic	1.00	EA	$ 6,350.00	$ 6,350.00
		-	CY	$ -	$ -
				Subtotal	$ 6,350.00
				25% Compensation	$ 1,587.50
				Material Total	$ 7,937.50

STATEMENT OF SUBCONTRACTOR WORK

DESCRIPTION				U/M	PRICE	AMOUNT
N/A						
					Subtotal or Total	$ -
					15% Compensation	$ -
					Total	$ -

TOTAL AMOUNT DUE: $ 9,255.11

Certified Payroll Report

Contractor ENVIRONMENTAL SAFETY SERVICES, INC.
P.O. Box 54
Buda, TX 78610
Tax ID 26-0203041

Project Capital Excavation Co.:2176 - Wilco Corridor C-SH 29 Byp
PO Box 1301
Austin, TX 78767

Project/Contract #
Payroll Number 7
For Week Ending 8/3/2024

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day Sun 28	Mon 29	Tue 30	Wed 31	Thu 1	Fri 2	Sat 3	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Felix Zuniga Mendieta**	7018	1172 - Common Laborer-RT	RT			4.50					4.50	4.50	18.00	81.00	0.03	DD24574	971.42	59.71	13.97	49.00	0.00	8.37	131.05	838.70
Horacio Ponce Perez**	8231	1172 - Common Laborer-RT	RT			4.50					4.50	4.50	17.50	78.75	0.03	DD24579	1,016.67	62.64	14.65	45.00	0.00	6.35	128.64	886.36
Jesus Martinez{emp}	2301	1172 - Common Laborer-RT	RT			4.50					4.50	4.50	22.50	101.25	0.03	DD24585	1,374.17	84.68	19.81	162.00	0.00	8.37	274.86	1,097.64
Jesus Pacheco Pacheco	2179	1172 - Common Laborer-RT	RT			4.50					4.50	4.50	17.00	76.50	0.03	5058	936.67	57.68	13.49	45.00	0.00	6.35	122.52	812.48

Item: 999-WC02

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

August 21, 2024

Ford SUPER DUTY F-350 XLT 4X4 DIESEL
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for SUPER DUTY F-350 XLT 4X4 DIESEL

Power Mode	**Diesel**	Wheelbase	**142 Inches**
Model Trim	**XLT**	Gross Vehicle Weight Rating	**10000 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,695.00	USD $1,035.00	USD $260.00	USD $39.00	USD $23.96	USD $44.95
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 94.62%)	(USD $198.87)	(USD $55.71)	(USD $13.99)	(USD $2.10)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,496.13**	**USD $979.29**	**USD $246.01**	**USD $36.90**	**USD $23.96**	**USD $43.82**

Non-Active Use Rates

	Hourly
Standby Rate	USD $10.73
Idling Rate	USD $32.24

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	22%	USD $812.90/mo
Overhaul (ownership)	46%	USD $1,699.70/mo
CFC (ownership)	15%	USD $554.25/mo
Indirect (ownership)	17%	USD $628.15/mo
Fuel (operating) @ USD 3.66	51.67%	USD $12.38/hr

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Stacey Reinhart (stacey@essitx.com)

Item: 999-WC02

EquipmentWatch.

www.equipmentwatch.com

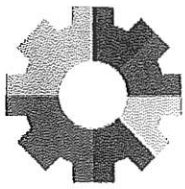
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 29, 2024

Miscellaneous LEVEL 3 50
Fixed Gooseneck Equipment Trailers

Size Class:
All
Weight:
14500 lbs



Configuration for LEVEL 3 50

Capacity	**50.0 t**	Deck Length	**17' - 20'**
Deck Type	**Level**	Number Of Axles	**3.0**
Power Mode	**Manual**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,165.00	USD $605.00	USD $150.00	USD $23.00	USD $8.31	USD $20.61
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 96.26%)	(USD $81.07)	(USD $22.65)	(USD $5.62)	(USD $0.86)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,083.93**	**USD $582.35**	**USD $144.38**	**USD $22.14**	**USD $8.31**	**USD $20.15**

Non-Active Use Rates

	Hourly
Standby Rate	USD $8.29
Idling Rate	USD $11.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD $995.90/mo
Overhaul (ownership)	30%	USD $649.50/mo
CFC (ownership)	11%	USD $238.15/mo
Indirect (ownership)	13%	USD $281.45/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Stacey Reinhart (stacey@essitx.com)

Item: 999-WC02

EquipmentWatch.

www.equipmentwatch.com

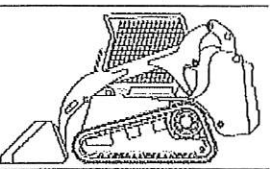
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 29, 2024

Bobcat T740
Compact Track Loaders

Size Class:
2851 - 3200 lbs
Weight:
N/A



Configuration for T740

Horsepower	**74.0 hp**	Operating Capacity (35% Of Tip Load)	**3200.0 lbs**
Operator Protection	**Cab**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $7,875.00	USD $2,205.00	USD $550.00	USD $83.00	USD $28.55	USD $73.29
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 99.9%)	(USD $7.95)	(USD $2.23)	(USD $0.56)	(USD $0.08)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,867.05**	**USD $2,202.77**	**USD $549.44**	**USD $82.92**	**USD $28.55**	**USD $73.25**

Non-Active Use Rates

	Hourly
Standby Rate	USD $21.46
Idling Rate	USD $55.73

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $1,811.25/mo
Overhaul (ownership)	52%	USD $4,095.00/mo
CFC (ownership)	11%	USD $866.25/mo
Indirect (ownership)	14%	USD $1,102.50/mo
Fuel (operating) @ USD 4.03	38.63%	USD $11.03/hr

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Stacey Reinhart (stacey@essitx.com)

Item: 999-WC02

ENVIRONMENTAL SAFETY SERVICES, INC.

6204 Old Lockhart RD
Buda, Texas 78602
Phone: 512-989-2259 Fax: 512-372-9375

Date: 07/30/2024 Job Name : SH 29 BYPASS CX #2176 PA

Working Condtions : ESSI Supt : Willie Mendoza

Daily Notes:
REMOVED AND REINSTALLED CCA.

Worked Preformed

Item	Item Description	Quantity	Unit	Comments
545-6019	CRASH CUSH ATTEN (INSTALL) S, M, TL3 (SLED OR ABSORB)	1	EA	West of barricades. Removed damage CCA and set new.
	Fave Acct			

Employees

Employee Name	ST	OT	Employee Name	ST	OT
Jesus Martinez	4.5				
Horacio Ponce Perez	4.5				
Jesus Pacheco Pacheco	4.5				
Felix Zuniga Mendieta	4.5				

Equipment

Unit	Description	Unit	Description
137	Crew Truck		
212	20 Foot Flatbed		
339	Track Loader		

Material

Quantity	Item Number	UOM	Quantity	Item Number	UOM
1	CRASH CUSH ATTEN (INSTL)	EA			

Item: 999-WC03

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 6

Date: 6/19/2024

QuoteTo:

Project: SH 29 BYPASS (1059)
Capital Project #: 1059
Description: Fence at CR 106

Item	Description	Quantity	Unit	Unit Price	Amount
	Remove/Install Barbed Wire Fence	162.00	LF	27.16	4,399.92
GRAND TOTAL					4,399.92

Scope: Remove and replace barbed wire fence at CR 106.

Capital Excavation Requests an additional : TIA day(s)

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 8

Date: 2/4/2025

QuoteTo:

Project: SH 29 BYPASS (1059)
Capital Project #: 1059
Description: Sign Blade Revisions

Item 999 WC04

Item	Description	Quantity	Unit	Unit Price	Amount
	Signs 4 & 7 to 48"x48" with Slip Base Pole (Sheet 317)	2.00	EA	721.12	1,442.24
	Sign 7 to 48"x48" with S80(1)SA(T) Post (Sheet 323)	1.00	EA	1,316.25	1,316.25
	Signs 1, 3, & 4 to 36"x36"	3.00	EA	113.63	340.89
	Remove Existing Sign Post	3.00	EA	538.24	1,614.72
GRAND TOTAL					4,714.10

Scope: Revised dimensions of street signs.

Capital Excavation Requests an additional : day(s)

Meeting Date: 11/04/2025

24IFB57 Ronald Reagan Blvd. Widening - Change Order #7 (Tower Road Chnages)

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. 7 in the amount of ($240,227.75) for Project 24IFB57 Ronald Reagan Blvd. Widening (Chasco Constructors).

Background

This Change Order revises the grading of Tower Road and the storm sewer system to ensure all improvements remain within the existing right-of-way (ROW) and easements. Additionally, it modifies the profile of Ronald Reagan Boulevard to provide a smoother tie-in at the intersection with Tower Road. Please see the attached Change Order for additional details. This Change Order results in a net decrease of $240,227.75 to the Contract amount, for an adjusted Contract total of $52,242,520.75. The original Contract amount was $52,159,299.00. As a result of this and all Change Orders to-date, $83,221.75 has been added to the Contract, resulting in a 0.16% 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: 336 Funding Source 2019 Road Bond in Commissioners Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB57 RR Blvd Widening-CO#7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:22 AM
Form Started By: Julissa Romero		Started On: 10/28/2025 09:11 AM
Final Approval Date: 10/29/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Contract Award Date:	**7/16/2024**
Project Number:	***24IFB57***
Funding Source:	***P336***
Roadway:	***Ronald Reagan Boulevard***
CSJ Number:	**N/A**

Contractor: **Chasco Constructors**

NTP Required: ☑ Yes ☐ No

Project Name: **Ronald Reagan Boulevard Widening**

Change Order Work Limits: Sta. **2563+00** to Sta. **2583+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 revises the grading of Tower Road and the storm sewer system to ensure all improvements remain within the existing right-of-way (ROW) and current easements. Additionally, it modifies the profile of Ronald Reagan Boulevard to provide a smoother tie-in at the intersection with Tower Road.

Work to be performed in accordance with Items: **See attached.**

New or revised plan sheet(s) are attached and numbered: **16, 20, 21, 22, 24, 28, 53, 63, 68, 78, 117, 134, 135, 136, 137, 138, 139, 140, 157, 158, 176, 185, 284, 292, 293, 300, 310,**

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 10/22/2025

By _____

Typed/Printed Name Scott Ambrus

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: **($240,227.75)**

Original Contract Amount:	**$52,159,299.00**
Total Change Orders To-Date:	**$83,221.75**
Percent Change in Original Contract:	**0.16%**

RECOMMENDED FOR EXECUTION:

10/22/2025
Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

10/28/2025
Department of Infrastructure Date
Williamson County

10/27/2025
Program Manager Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *7* ***Project #*** *24IFB57*

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
104-6009	REMOVING CONC (RIPRAP)	SY	$15.00	4631.00	$69,465.00	16.00	4,647.00	$69,705.00	$240.00
104-6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	$6.00	1,801.00	$10,806.00	(270.00)	1,531.00	$9,186.00	($1,620.00)
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$3.75	119,019.00	$446,321.25	(396.00)	118,623.00	$444,836.25	($1,485.00)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.50	96,438.00	$144,657.00	1,075.00	97,513.00	$146,269.50	$1,612.50
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$43.00	51,732.00	$2,224,476.00	(740.00)	50,992.00	$2,192,656.00	($31,820.00)
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	$335.00	1,333.00	$446,555.00	(40.00)	1,293.00	$433,155.00	($13,400.00)
260-6017	LIME TRT(MIX EXST MATL & NEW BASE)(8")	SY	$3.50	74,133.00	$259,465.50	(2,228.00)	71,905.00	$251,667.50	($7,798.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.00	23,836.00	$95,344.00	(317.00)	23,519.00	$94,076.00	($1,268.00)
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	$5.25	1,905.00	$10,001.25	(509.00)	1,396.00	$7,329.00	($2,672.25)
316-6467	AGGR(TY-D GR-5)	CY	$550.00	39.00	$21,450.00	(10.00)	29.00	$15,950.00	($5,500.00)
402-6001	TRENCH EXCAVATION PROTECTION	LF	$7.00	1,801.00	$12,607.00	(302.00)	1,499.00	$10,493.00	($2,114.00)
464-6003	RC PIPE (CL III)(18 IN)	LF	$70.00	401.00	$28,070.00	(167.00)	234.00	$16,380.00	($11,690.00)
464-6005	RC PIPE (CL III)(24 IN)	LF	$85.00	2,097.00	$178,245.00	(62.00)	2,035.00	$172,975.00	($5,270.00)
464-6007	RC PIPE (CL III)(30 IN)	LF	$120.00	945.00	$113,400.00	(387.00)	558.00	$66,960.00	($46,440.00)
465-6009	JCTBOX(COMPL(PJB)(5FTX5FT)	EA	$9,500.00	2.00	$19,000.00	(1.00)	1.00	$9,500.00	($9,500.00)
467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	EA	$3,500.00	38.00	$133,000.00	(2.00)	36.00	$126,000.00	($7,000.00)
496-6002	REMOV STR (INLET)	EA	$2,000.00	4.00	$8,000.00	(2.00)	2.00	$4,000.00	($4,000.00)
496-6007	REMOV STR (PIPE)	EA	$25.00	2,705.00	$67,625.00	(561.00)	2,144.00	$53,600.00	($14,025.00)
508S-I10S	COA INLET, STANDARD 10 FT	EA	$6,500.00	4.00	$26,000.00	(2.00)	2.00	$13,000.00	($13,000.00)
	TOTALS				$4,314,488.00			$4,137,738.25	($176,749.75)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***7*** ***Project #*** ***24IFB57***

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	
529-6008	CONC CURB & GUTTER (TY II)	LF	$35.00	1,361.00	$47,635.00	(962.00)	399.00	$13,965.00	($33,670.00)	
529-6038	CONC CURB (RIBBON)	LF	$33.00	632.00	$20,856.00	(2.00)	630.00	$20,790.00	($66.00)	
3076-6040	D-GR HMA TY-D PG70-22	TON	$99.00	37,859.00	$3,748,041.00	(361.00)	37,498.00	$3,712,302.00	($35,739.00)	
467-6388	SET (TY II)(24 IN)(RCP)(3:1)(C)	EA	$2,998.50	0.00	$0.00	2.00	2.00	$5,997.00	$5,997.00	New

Williamson County Road Bond Program

Ronald Reagan Boulevard Widening
Williamson County Project No. 24IFB57

Change Order No. 7

Reason for Change

This Change Order revises the grading of Tower Road and the storm sewer system to ensure all improvements remain within the existing right-of-way (ROW) and easements. Additionally, it modifies the profile of Ronald Reagan Boulevard to provide a smoother tie-in at the intersection with Tower Road.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	UNIT	QUANTITY
467-6388	SET (TY II)(24 IN)(RCP)(3:1)(C)	EA	2.00

This Change Order results in a net decrease of $240,227.75 to the Contract amount, for an adjusted Contract total of $52,242,520.75. The original Contract amount was $52,159,299.00. As a result of this and all Change Orders to-date, $83,221.75 has been added to the Contract, resulting in a 0.16% 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	Ronald Reagan Blvd. Widening	Solicitation #	24IFB57	
Date awarded	7/16/2024			
Awarded Contract Amount		$52,159,299.00		
			Percentage Change	
	Change Order #1	$145,428.00	0.28%	
	Change Order #2	$29,362.00	0.06%	
	Change Order #3	$28,962.50	0.06%	
	Change Order #4	$90,550.00	0.17%	
	Change Order #5	$16,261.00	0.03%	
	Change Order #6	$12,886.00	0.02%	
	Change Order #7	($240,227.75)	-0.46%	
	Total changes to date	$83,221.75	0.16%	(Running totals here)
	Adjusted contract amount	$52,242,520.75		

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

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

24080 - Ronald Reagan Blvd.Widening
CP 017 - RFI 66 - Added SET

10/6/2025

BID ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1	SET (TY II) (24 IN) (RCP) (3:1) (C)	1	EA	$ 2,998.50

	TOTAL PROPOSAL	***$ 2,998.50***

This quotation is good for 30 days. If you have any question, please call our office at 512-244-0600.

Thank you for your business!

Commissioners Court - Regular Session **66.**

Meeting Date: 11/04/2025

22IFB139 FM3349 at US79 - Change Order #26 (Utility Delays)

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. 26 in the amount of $142,001.98 for Project 22IFB139 FM3349 at US79 (James Construction Group).

Background

This Change Order compensates the Contractor for standby time, due to a delay in the relocation of the MCI fiber line, which created a conflict with the scheduled box culvert construction within the Union Pacific Railroad (UPRR) right-of-way. Per the Contract, the MCI fiber line was originally scheduled to be relocated by June 8, 2024. However, the actual relocation did not occur until September 26, 2025. The Contractor was scheduled to begin box culvert construction within the UPRR right-of-way on August 25, 2025, but was unable to proceed due to the unresolved utility conflict. As a result, the construction crew was placed on standby until the fiber line was relocated. This delay impacted the Contractor's ability to perform work as scheduled and warrants compensation for the standby period. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $142,001.98 to the Contract amount, for an adjusted Contract total of $85,714,677.78. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,773,639.65 has been added to the Contract, resulting in an 4.61% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

P: 332 Funding Source: 2019 Road Bond in Commissioners Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#26

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:22 AM
Form Started By: Julissa Romero		Started On: 10/28/2025 08:34 AM
Final Approval Date: 10/29/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 26

Contract Award Date:	9/13/2022
Project Number:	22IFB139
Funding Source:	P332
Roadway:	FM 3349
CSJ Number:	3486-01-008

Contractor: James Construction Group, LLC

NTP Required: ☐ Yes ☑ No

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta. 7885+00 to Sta. 7895+00

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 6C (3 Max. - In order of importance - Primary first)

Describe the work being revised:

6C. Untimely ROW/Utilities. Utilities not clear.: This Change Order compensates the Contractor for standby time due to a delay in the relocation of the MCI fiber line, which created a conflict with the scheduled box culvert construction within the Union Pacific Railroad (UPRR) right-of-way. Per Contract, the MCI fiber line was originally scheduled to be relocated by June 8, 2024. However, the actual relocation did not occur until September 26, 2025. The Contractor was scheduled to begin box culvert construction within the UPRR right-of-way on August 25, 2025, but was unable to proceed due to the unresolved utility conflict.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: NA

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 10-21-25

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $142,001.98

Original Contract Amount:	$81,941,038.13
Total Change Orders To-Date:	$3,773,639.65
Percent Change in Original Contract:	4.61%

RECOMMENDED FOR EXECUTION:

10/21/2025

Senior Construction Engineer — Date

RECOMMENDED FOR EXECUTION:

10/28/2025

Department of Infrastructure, Williamson County — Date

Christen Eschberger 10/27/2025

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: 26 ***Project # 22IFB139***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC20	STANDBY TIME DUE TO UTILITY CONFLICT - 008	DAY	$4,896.62	0.00	$0.00	29.00	29.00	$142,001.98	$142,001.98
	TOTALS				$0.00			$142,001.98	$142,001.98

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 26

Reason for Change

This Change Order compensates the Contractor for standby time, due to a delay in the relocation of the MCI fiber line, which created a conflict with the scheduled box culvert construction within the Union Pacific Railroad (UPRR) right-of-way.

Per the Contract, the MCI fiber line was originally scheduled to be relocated by June 8, 2024. However, the actual relocation did not occur until September 26, 2025. The Contractor was scheduled to begin box culvert construction within the UPRR right-of-way on August 25, 2025, but was unable to proceed due to the unresolved utility conflict. As a result, the construction crew was placed on standby until the fiber line was relocated.

This delay impacted the Contractor's ability to perform work as scheduled and warrants compensation for the standby period.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
MCI Fiber	STANDBY TIME DUE TO MCI CONFLICT	29	DAY

This Change Order results in a net increase of $142,001.98 to the Contract amount, for an adjusted Contract total of $85,714,677.78. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,773,639.65 has been added to the Contract, resulting in an 4.61% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name FM3349 at US79 Solicitation # 22IFB139

Date awarded 9/13/2022

Awarded Contract Amount $81,941,038.13

		Percentage Change
Change order #1	$925,354.41	1.13%
Change order #2	$82,000.00	0.10%
Change order #3	$195,302.81	0.24%
Change order #4	-$472,492.20	-0.58%
Change order #5	-$5,274.97	-0.01%
Change order #6	$130,053.00	0.16%
Change order #7	$661,031.30	0.81%
Change order #8	$327,321.48	0.40%
Change order #9	-$368,749.53	-0.45%
Change order #10	$67,965.30	0.08%
Change order #11	$271,902.72	0.33%
Change order #12	$64,791.00	0.08%
Change order #13	$82,301.65	0.10%
Change order #14	$101,248.22	0.12%
Change order #15	$24,513.18	0.03%
Change order #16	$35,324.07	0.04%
Change order #17	$11,849.07	0.01%
Change order #18	$18,623.43	0.02%
Change order #19	$9,869.00	0.01%
Change order #20	$167,583.65	0.20%
Change order #21	$5,462.50	0.01%
Change order #22	$16,354.80	0.02%
Change order #23	$147,187.12	0.18%
Change order #24	$883,598.55	1.08%
Change order #25	$248,517.11	0.30%
Change order #26	$142,001.98	0.17%
Total changes to date	$3,773,639.65	4.61%
Adjusted contract amount	$85,714,677.78	

(Running totals here)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

CHANGE ORDER REQUEST

Date: 9/19/2025

Invoice #

Primoris Services Corporation
James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
FM3349 & HWY 79
ASIF MIRZAZADA
3486-01-008

Qty	UM	Description	Unit Price	Total
29.00	DAY	JCG - STANDBY TIME DUE TO MCI LINE CONFLICT- 8/25/25 - 10/5/25_ MON-FRI	$4,896.62	**$142,001.98**
		**EXTENDED OVERHEAD DAILY RATE FOR STANDY TIME TO BE INVOICED AFTER APPROVED TIA AND SCHEDULE REVISION.		
		PREPARED BY: KYLE OLDHAM		
			Total	**$142,001.98**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	10/3/2025	**Project:**	FM339 & HWY79	**County:**	WILLIAMSON
CO Pricing Good For:		**Control:**	3486-01-008	**Highway:**	FM3349
Description:	STANDBY RATE- UPRR MCI LINE DELAY	**Original Contract:**		**Net CO:**	**Revised Contract:**
Estimated Qty:	1.00 DAY	**Narrative:**	STANDBY RATE- UPRR MCI FIBER OTPIC_CRITICAL PATH DELAY_BEGIN 8/25/25		
Estimated Change in Contract Sum:	$ 4,896.62				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
SUPPORT CREW						
CREW CHIEF (ROBERTO GONZALES)	2.00	0.00	HR	$ 38.79	$ 58.19	$ 77.58
LABORER (ETHAN ALLISON)	2.00	0.00	HR	$ 16.00	$ 24.00	$ 32.00
FIELD SAFETY (ANDRES BARRERA)	2.00	0.00	HR	$ 32.78	$ 49.17	$ 65.56
RDWY & STRUCTURE CREW						
FORM BUILDER - STRUCTURES (CARLOS YANES)	8.00	2.00	HR	$ 25.00	$ 37.50	$ 275.00
FORM BUILDER - STRUCTURES (ALBERTO G)	8.00	2.00	HR	$ 27.00	$ 40.50	$ 297.00
LABORER-CARPENTER (OSCAR DOMINGUEZ)	8.00	2.00	HR	$ 24.00	$ 36.00	$ 264.00
LABORER-UTILITY (JONATHAN HERNANDEZ)	8.00	2.00	HR	$ 20.00	$ 30.00	$ 220.00
FORM BUILDER - STRUCTURES (FLORENTINO BANEGAS)	8.00	2.00	HR	$ 26.00	$ 39.00	$ 286.00
MEDIUM DUTY OPR (RAFAEL NAVA)	8.00	2.00	HR	$ 19.00	$ 28.50	$ 209.00
EXCAVATOR OPERATOR <50,000 LBS (MANUEL SIMENTAL)	8.00	2.00	HR	$ 24.50	$ 36.75	$ 269.50
CRAWLER TRACTOR (JAIME TREJO)	8.00	2.00	HR	$ 26.00	$ 39.00	$ 286.00
					Subtotal	$ 2,281.64
					35% Burdens	$ 798.57
					Total Labor	**$ 3,080.21**

EQUIPMENT	**QTY**	**UM**	**FHWA Rate**	**Extended**
FOREMAN TRUCK (RAM 2500)	8	HRS	$ 55.35	$ 442.80
SURVEY TRUCK (RAM 1500)	2	HRS	$ 33.20	$ 66.40
SAFETY TRUCK (F150 ANDRES)	2	HRS	$ 46.93	$ 93.86
CAT938 LOADER	8	HRS	$ 65.31	$ 522.48
CAT 420 BACKHOE	8	HRS	$ 59.38	$ 475.04
CAT D3 DOZER	8	HRS	$ 77.30	$ 618.40
CAT 340 EXCAVATOR	8	HRS	$ 165.23	$ 1,321.84
CARGO TRAILER	8	HRS	$ 11.50	$ 92.00
			Subtotal	$ 3,632.82
			50% FHWA Rate for Standby	$ 1,816.41
			Total Equipment	**$ 1,816.41**

TOTAL OF WORK PERFORMED	**$ 4,896.62**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 4,896.62**

CHARGE DAY COUNT	DAY	DATE	STANDBY RATE	
1	MONDAY	8/25/2025	$ 4,896.62	
2	TUESDAY	8/26/2025	$ 4,896.62	
3	WEDNESDAY	8/27/2025	$ 4,896.62	
4	THURSDAY	8/28/2025	$ 4,896.62	
5	FRIDAY	8/29/2025	$ 4,896.62	
	SATURDAY	8/30/2025	$ -	
	SUNDAY	8/31/2025	$ -	
	MONDAY	9/1/2025	$ -	(LABOR DAY)
6	TUESDAY	9/2/2025	$ 4,896.62	
7	WEDNESDAY	9/3/2025	$ 4,896.62	
8	THURSDAY	9/4/2025	$ 4,896.62	
9	FRIDAY	9/5/2025	$ 4,896.62	
	SATURDAY	9/6/2025	$ -	
	SUNDAY	9/7/2025	$ -	
10	MONDAY	9/8/2025	$ 4,896.62	
11	TUESDAY	9/9/2025	$ 4,896.62	
12	WEDNESDAY	9/10/2025	$ 4,896.62	
13	THURSDAY	9/11/2025	$ 4,896.62	
14	FRIDAY	9/12/2025	$ 4,896.62	
	SATURDAY	9/13/2025	$ -	
	SUNDAY	9/14/2025	$ -	
15	MONDAY	9/15/2025	$ 4,896.62	
16	TUESDAY	9/16/2025	$ 4,896.62	
17	WEDNESDAY	9/17/2025	$ 4,896.62	
18	THURSDAY	9/18/2025	$ 4,896.62	
19	FRIDAY	9/19/2025	$ 4,896.62	
	SATURDAY	9/20/2025	$ -	
	SUNDAY	9/21/2025	$ -	
20	MONDAY	9/22/2025	$ 4,896.62	
21	TUESDAY	9/23/2025	$ 4,896.62	
22	WEDNESDAY	9/24/2025	$ 4,896.62	
23	THURSDAY	9/25/2025	$ 4,896.62	
24	FRIDAY	9/26/2025	$ 4,896.62	
	SATURDAY	9/27/2025	$ -	
	SUNDAY	9/28/2025	$ -	
25	MONDAY	9/29/2025	$ 4,896.62	
26	TUESDAY	9/30/2025	$ 4,896.62	
27	WEDNESDAY	10/1/2025	$ 4,896.62	
28	THURSDAY	10/2/2025	$ 4,896.62	
29	FRIDAY	10/3/2025	$ 4,896.62	
	SATURDAY	10/4/2025	$ -	
	SUNDAY	10/5/2025	$ -	
			$ 142,001.98	

Commissioners Court - Regular Session **67.**

Meeting Date: 11/04/2025

Award of IFB #25IFB84 RM 2243 Realignment Demolition Project to AAR Incorporated for Road Bonds/HNTB

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 awarding IFB #25IFB84 to AAR Incorporated for the RM 2243 Realignment Demolition Project for Road Bonds/HNTB in the amount of $324,198.00 and authorize execution of this agreement. The funding source is P326.

Background

Williamson County sent out Seven Hundred Sixteen (716) notifications with Eighty-Four (84) document takers and received Nine (9) submittals that were reviewed, and the apparent low bid, AAR Incorporated was found to be responsive and materially balanced. It is recommended that Williamson County award to AAR Incorporated. The funding source is P326, the Origination ID #3586, and Loretta SchietingerC, P.E. (HNTB) is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB84 Recpmmendation Package

1295 Form AAR Inc REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 12:04 PM
Form Started By: Vickie Johnson		Started On: 10/23/2025 10:26 AM
Final Approval Date: 10/29/2025		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and AAR Incorporated (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P326 - RM 2243 Realignment Demolition**

Article 2. Engineer of Record

The Project has been designed by **HNTB**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **110** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Three Hundred Twenty-Four Thousand, One Hundred Ninety-Eight Dollars and Zero Cents $324,198.00(dollars)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 2, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

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

7.6 The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

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

This Agreement shall be effective upon the last party's execution below (which is the "Effective Date" of the Agreement).

COUNTY	CONTRACTOR
By: _____	By: Bill Post
Name: _____	Name: Bill J. Post
Title: As Presiding Officer of the Williamson County Commissioners Court	Title: District Manager
Date: _____, 20____	Date: October 23, 2025

Williamson County Road Bond Program
RM 2243 Realignment Demolition
October 22, 2025

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
AAR Incorporated	$ 324,198.00	1	($712,370.50)	-68.72%	$ -	0.0%
Rise Up Construction LLC	$ 354,999.99	2	($681,568.51)	-65.75%	$ 30,801.99	9.5%
Total Demolition, Inc.	$ 410,357.25	3	($626,211.25)	-60.41%	$ 86,159.25	26.6%
Liberty Civil Construction	$ 598,077.55	4	($438,490.95)	-42.30%	$ 273,879.55	84.5%
Rotten Apple Services LLC	$ 649,699.50	5	($386,869.00)	-37.32%	$ 325,501.50	100.4%
1 Priority Environmental Services, LLC	$ 754,588.97	6	($281,979.53)	-27.20%	$ 430,390.97	132.8%
Denton Fort Worth Installation & Emergency Services LLC	$ 815,209.38	7	($221,359.12)	-21.35%	$ 491,011.38	151.5%
American Abatement LLC	$ 923,571.00	8	($112,997.50)	-10.90%	$ 599,373.00	184.9%
RNDI Companies Inc	$ 1,000,368.00	9	($36,200.50)	-3.49%	$ 676,170.00	208.6%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		AAR Incorporated		Rise Up Construction LLC		Total Demolition, Inc.		Liberty Civil Construction		Rotten Apple Services LLC		↑ Priority Environmental Services, LLC		Denton Fort Worth Installation & Emergency Services LLC		American Abatement LLC		RNDI Companies Inc	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	D100-WC01	7300 RM 2243, Leander, TX (Parcel 200 R032147)	1	LS	$ 57,468.00	$ 57,468.00	$11,700.00	$ 11,700.00	$11,232.59	$ 11,232.59	$12,900.00	$ 12,900.00	$24,895.60	$ 24,895.60	$25,000.00	$ 25,000.00	$19,945.00	$ 19,945.00	$25,110.00	$ 25,110.00	$38,000.00	$ 38,000.00	$24,215.00	$ 24,215.00
2	D100-WC02	17600 Ronald Reagan Blvd., Leander, TX (Parcel 204 R032144)	1	LS	$ 53,505.00	$ 53,505.00	$16,800.00	$ 16,800.00	$11,232.59	$ 11,232.59	$14,100.00	$ 14,100.00	$33,698.10	$ 33,698.10	$35,000.00	$ 35,000.00	$20,730.00	$ 20,730.00	$24,000.00	$ 24,000.00	$25,750.00	$ 25,750.00	$32,044.00	$ 32,044.00
3	D100-WC03	17580 Ronald Reagan Blvd., Leander, TX (Parcel 205 P1 R473778	1	LS	$ 9,456.00	$ 9,456.00	$8,700.00	$ 8,700.00	$11,232.59	$ 11,232.59	$8,300.00	$ 8,300.00	$9,145.60	$ 9,145.60	$15,000.00	$ 15,000.00	$11,470.00	$ 11,470.00	$25,622.00	$ 25,622.00	$3,600.00	$ 3,600.00	$20,385.00	$ 20,385.00
4	D100-WC04	7650 RM 2243, Leander, TX (Parcel 206 P3R032110)	1	LS	$ 238,940.00	$ 238,940.00	$47,950.00	$ 47,950.00	$33,232.59	$ 33,232.59	$124,800.00	$ 124,800.00	$93,009.35	$ 93,009.35	$95,000.00	$ 95,000.00	$133,015.00	$ 133,015.00	$26,558.00	$ 26,558.00	$48,918.00	$ 48,918.00	$171,500.00	$ 171,500.00
5	D100-WC05	7200 RM 2243, Leander, TX (Parcel 207 R032124)	1	LS	$ 65,292.00	$ 65,292.00	$20,400.00	$ 20,400.00	$11,232.59	$ 11,232.59	$16,100.00	$ 16,100.00	$34,445.60	$ 34,445.60	$24,000.00	$ 24,000.00	$26,150.00	$ 26,150.00	$23,511.00	$ 23,511.00	$18,700.00	$ 18,700.00	$25,350.00	$ 25,350.00
6	D100-WC06	6531 RM 2243, Leander, TX (Parcel 211 R031733)	1	LS	$ 57,860.00	$ 57,860.00	$22,800.00	$ 22,800.00	$24,232.59	$ 24,232.59	$15,400.00	$ 15,400.00	$52,816.85	$ 52,816.85	$34,500.00	$ 34,500.00	$47,675.00	$ 47,675.00	$27,355.00	$ 27,355.00	$34,800.00	$ 34,800.00	$50,000.00	$ 50,000.00
7	D100-WC07	17520 Ronald Reagan Blvd., Leander, TX (Parcel 221 R334857)	1	LS	$ 66,122.00	$ 66,122.00	$15,300.00	$ 15,300.00	$11,232.59	$ 11,232.59	$21,100.00	$ 21,100.00	$35,250.60	$ 35,250.60	$55,000.00	$ 55,000.00	$33,130.00	$ 33,130.00	$27,443.00	$ 27,443.00	$27,650.00	$ 27,650.00	$25,000.00	$ 25,000.00
8	D100-WC08	3549 Hero Way, Leander, TX (Parcel 335 R031297 & R555246)	1	LS	$ 102,060.00	$ 102,060.00	$30,400.00	$ 30,400.00	$36,232.59	$ 36,232.59	$19,300.00	$ 19,300.00	$79,036.85	$ 79,036.85	$40,000.00	$ 40,000.00	$53,572.00	$ 53,572.00	$27,462.00	$ 27,462.00	$66,697.00	$ 66,697.00	$35,000.00	$ 35,000.00
9	D100-WC09	3957 Hero Way, Leander, TX (Parcel 335(2) R031279, R031280 & 335 R555247)	1	LS	$ 50,710.00	$ 50,710.00	$18,500.00	$ 18,500.00	$26,232.59	$ 26,232.59	$13,000.00	$ 13,000.00	$26,424.35	$ 26,424.35	$33,000.00	$ 33,000.00	$30,310.00	$ 30,310.00	$33,214.00	$ 33,214.00	$32,580.00	$ 32,580.00	$43,655.00	$ 43,655.00
10	D100-WC10	3399 & 3477 Hero Way, Leander, TX (Parcel 333 R031352)	1	LS	$ 76,990.00	$ 76,990.00	$24,700.00	$ 24,700.00	$11,232.57	$ 11,232.57	$21,100.00	$ 21,100.00	$49,510.60	$ 49,510.60	$59,000.00	$ 59,000.00	$49,495.00	$ 49,495.00	$31,400.00	$ 31,400.00	$21,200.00	$ 21,200.00	$37,000.00	$ 37,000.00
11	D100-WC11	929 Stubblefield Lane, Liberty Hill, TX (Parcel R652260)	1	LS	$ 58,260.00	$ 58,260.00	$11,600.00	$ 11,600.00	$11,232.59	$ 11,232.59	$29,800.00	$ 29,800.00	$36,975.60	$ 36,975.60	$42,500.00	$ 42,500.00	$79,740.00	$ 79,740.00	$45,211.00	$ 45,211.00	$33,250.00	$ 33,250.00	$14,134.00	$ 14,134.00
12	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	2,750	SY	$ 5.00	$ 13,750.00	$5.20	$ 14,300.00	$20.00	$ 55,000.00	$7.75	$ 21,312.50	$10.22	$ 28,105.00	$2.00	$ 5,500.00	$7.06	$ 19,415.00	$51.00	$ 140,250.00	$99.00	$ 272,250.00	$30.00	$ 82,500.00
13	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	2,750	SY	$ 1.00	$ 2,750.00	$1.40	$ 3,850.00	$3.50	$ 9,629.02	$0.42	$ 1,155.00	$1.61	$ 4,427.50	$1.25	$ 3,437.50	$1.27	$ 3,492.50	$21.33	$ 58,657.50	$7.20	$ 19,800.00	$40.00	$ 110,000.00
14	164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	1,375	SY	$ 0.50	$ 687.50	$1.08	$ 1,485.00	$3.50	$ 4,812.50	$1.47	$ 2,021.25	$1.49	$ 2,048.75	$2.00	$ 2,750.00	$1.00	$ 1,375.00	$18.22	$ 25,052.50	$22.50	$ 30,937.50	$20.00	$ 27,500.00
15	166-7002	FERTILIZER	0.17	TON	$ 900.00	$ 153.00	$4,800.00	$ 816.00	$29,411.75	$ 5,000.00	$4,500.00	$ 765.00	$7,302.47	$ 1,241.42	$2,500.00	$ 425.00	$3,131.50	$ 532.36	$21,114.00	$ 3,589.38	$850.00	$ 144.50	$4,500.00	$ 765.00
16	168-WC01	VEGETATIVE WATERING	83	MG	$ 15.00	$ 1,245.00	$55.00	$ 4,565.00	$60.24	$ 5,000.00	$175.00	$ 14,525.00	$35.74	$ 2,966.42	$20.00	$ 1,660.00	$932.75	$ 77,418.25	$321.00	$ 26,643.00	$1,290.00	$ 107,070.00	$1,500.00	$ 124,500.00
17	500-7001	MOBILIZATION	1	LS	$ 95,000.00	$ 95,000.00	$2,800.00	$ 2,800.00	$15,000.00	$ 15,000.00	$3,500.00	$ 3,500.00	$5,000.00	$ 5,000.00	$100,000.00	$ 100,000.00	$59,030.00	$ 59,030.00	$87,455.00	$ 87,455.00	$22,750.00	$ 22,750.00	$30,000.00	$ 30,000.00
18	506-7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	858	SY	$ 25.00	$ 21,450.00	$20.00	$ 17,160.00	$5.83	$ 5,000.00	$15.75	$ 13,513.50	$15.57	$ 13,359.06	$10.00	$ 8,580.00	$23.35	$ 20,034.30	$64.00	$ 54,912.00	$35.00	$ 30,030.00	$30.00	$ 25,740.00
19	506-7024	CONSTRUCTION EXITS (REMOVE)	858	SY	$ 15.00	$ 12,870.00	$9.00	$ 7,722.00	$5.83	$ 5,000.00	$7.50	$ 6,435.00	$10.35	$ 8,880.30	$9.00	$ 7,722.00	$15.32	$ 13,144.56	$33.00	$ 28,314.00	$18.00	$ 15,444.00	$10.00	$ 8,580.00
20	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	5,500	LF	$ 3.00	$ 16,500.00	$1.90	$ 10,450.00	$2.00	$ 11,000.00	$2.86	$ 15,730.00	$4.13	$ 22,715.00	$3.75	$ 20,625.00	$3.53	$ 19,415.00	$6.75	$ 37,125.00	$5.50	$ 30,250.00	$10.00	$ 55,000.00
21	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	5,500	LF	$ 1.00	$ 5,500.00	$0.40	$ 2,200.00	$2.00	$ 11,000.00	$1.00	$ 5,500.00	$0.75	$ 4,125.00	$2.00	$ 11,000.00	$1.00	$ 5,500.00	$1.15	$ 6,325.00	$2.50	$ 13,750.00	$5.00	$ 27,500.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																								
22	999-WC01	FORCE ACCOUNT	30000	DOL	$ 1.00	$ 30,000.00	1	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 1,036,568.50**		**$ 324,198.00**		**$ 354,999.99**		**$ 410,357.25**		**$ 598,077.55**		**$ 649,699.50**		**$ 754,588.97**		**$ 815,209.38**		**$ 923,571.00**		**$ 1,000,368.00**
		ACTUAL BID PROPOSAL						$324,198.00		$354,999.99		$410,357.25		$598,077.55		$649,699.50		$754,588.97		$815,209.38		$923,571.00		$1,000,368.00
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		N		Y		Y		Y		Y		Y		Y		Y
		Anti-Boycott Statement						Y		Y		Y		Y		Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		N		N		Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y		Y		Y		Y

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

October 23, 2025

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
RM 2243 Realignment Demolition
Williamson County Project No. 25IFB84
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (AAR Incorporated) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1. AAR Incorporated	$324,198.00
2. Rise Up Construction LLC	$354,999.99
3. Total Demolition, Inc.	$410,357.25
4. Liberty Civil Construction	$598,077.55
5. Rotten Apple Services LLC	$649,699.50
6. 1 Priority Environmental Services, LLC	$754,588.97
7. Denton Fort Worth Installation & Emergency Services LLC	$815,209.38
8. American Abatement LLC	$923,571.00
9. RNDI Companies Inc	$1,000,368.00

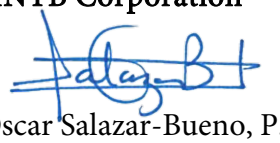
The lowest bidder was 68.72% under the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 9.5% of each other.

In addition to meeting the bid qualifications subject to being low bidder, AAR Incorporated has completed projects with similar scope of work in Central Texas. Based on the favorable feedback from the references provided by the bidder, we recommend award of the RM 2243 Realignment Demolition construction contract to AAR Incorporated in the amount of $324,198.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Standard Agreement, Form 1295

Cc: Judge Snell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Matt Williamson, Williamson County
Christen Eschberger, HNTB Corporation

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1380540

Date Filed:
10/23/2025

Date Acknowledged:

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

AAR Incorporated
Houston, TX United States

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

Williamson County

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

251FB84
P326-RM 2243 Realignment Demolition

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 William "Bill" Post, 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 Williamson County, State of Texas, on the 23 day of October (month), 20 25 (year).

Bill Post

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:
2025-1380540

Date Filed:
10/23/2025

Date Acknowledged:
10/23/2025

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

AAR Incorporated
Houston, TX United States

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

Williamson County

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

251FB84
P326-RM 2243 Realignment Demolition

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 **68.**

Meeting Date: 11/04/2025

Consent to Contract Assignment from Atkins North America, Inc. (the Assignor) to AtkinsRealis, USA Inc. (the Assignee)

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, Atkins North America, Inc. (the Assignor) to AtkinsRealis, USA Inc. (the Assignee) in relation to the Corridor C / SH 29 Bypass contract, being dated March 13, 2017, and FM 971 contract, being dated March 19, 2024.

Background

Atkins North America, Inc is requesting approval of assigning all contract terms and responsibilities relating to Corridor C / SH 29 Bypass [P459] contract, being dated March 13, 2017, and FM 971 [P688] contract, being March 19, 2024, to AtkinsRealis, USA Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Contract Assignment from Atkins North America, Inc. (the Assignor) to AtkinsRealis, USA Inc. (the Assignee)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:22 AM
Form Started By: Ragan Riggs		Started On: 10/27/2025 05:04 PM
Final Approval Date: 10/29/2025		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Atkins North America, Inc.** (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **AtkinsRéalis USA Inc.** (hereinafter "Assignee") in the contract(s) described as follows:

> Williamson County Contract for Engineering Services, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment 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 Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

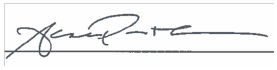
By: _____
Printed
Name: _____
Title: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____

Continued next page

ASSIGNOR:

Atkins North America, Inc.

By: 

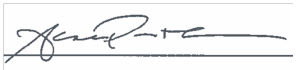
Printed Name: Scott Richrath

Title: Vice President

Date: October 24, 2025

ASSIGNEE:

AtkinsRéalis USA Inc.

By: 

Printed Name: Scott Richrath

Title: Vice President

Date: October 24, 2025

Commissioners Court - Regular Session **69.**

Meeting Date: 11/04/2025

Chandler Corridor, Seg 1 - DEC – Contract Amendment #3

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 3 to the Chandler Corridor, Segment 1 contract executed September 29, 2022, between Williamson County and DEC- Central Texas, LLC relating to the LTP/Corridor Program.

Background

This DEC-Central Texas, LLC Contract Amendment No. 3 amends the contract by replacing the name “Gannett Fleming, Inc.” with the name “GFT Infrastructure, Inc.” wherever it appears in the Agreement. Project: P599 Fund Source: LTP/Corridor Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chandler Corridor, Seg 1 - DEC – Contract Amendment #3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 04:21 PM
Form Started By: Ragan Riggs		Started On: 10/27/2025 05:03 PM
Final Approval Date: 10/28/2025		

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
22RFSQ134 Chandler Corridor Segment 1 (SH130 to CR101/Corridor E) ("Project")

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Gannett Fleming, Inc., as successor in interest to DEC – Central Texas, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 29, 2022 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, Gannett Fleming, Inc. changed its name to GFT Infrastructure, Inc. by an amendment to its certificate of incorporation effective May 30, 2025; and,

WHEREAS, the County and Gannett Fleming, Inc. desire to amend the Agreement to reflect the above-mentioned name change; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Agreement is amended by replacing the name "Gannett Fleming, Inc." with the name "GFT Infrastructure, Inc." wherever it appears in the Agreement .

II. This Amendment accomplishes a change of corporate name only and (i) all rights and obligations of the County and GFT Infrastructure, Inc. as set forth in the Agreement remain in full force and effect, and (ii) all terms and conditions of the Agreement which are not expressly modified herein shall be unaffected.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
GFT Infrastructure, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Chad G. Gartner	
Printed Name	Printed Name
Regional Business Line Leader, Central Region	
Title	Title
October 22, 2025	
Date	Date

APPROVED
By Christen Eschberger at 3:03 pm, Oct 27, 2025

Commissioners Court - Regular Session **70.**

Meeting Date: 11/04/2025

Corridor C – Atkins – SWA#3 to WA#3

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 3 to the Corridor C/ SH 29 Bypass contract executed on March 13, 2017, between Williamson County and AtkinsRealis, USA Inc. relating to the LTP/Corridor Program.

Background

AtkinsRealis, USA Inc. Supplemental No. 3 to Work Authorization No. 3 extends the termination date to March 31, 2026. Project: P459 Fund Source: LTP/Corridor Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor C – Atkins – SWA#3 to WA#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:21 AM
Form Started By: Ragan Riggs		Started On: 10/20/2025 03:46 PM
Final Approval Date: 10/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY CORRIDOR PROJECT:
Corridor C SH29 Bypass

This Supplemental Work Authorization No. 3 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 13, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **AtkinsRéalis, USA Inc.**, as the successor in interest to Atkins North America, Inc.(the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective **May 18, 2022** (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **March 31, 2026**. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "A" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER: AtkinsRéalis	**COUNTY: Williamson County, Texas**
By: _____	By: _____
Signature	Signature
Daphne King	
Printed Name	Printed Name
Division Manager	
Title	Title
September 19, 2025	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:06 pm, Oct 20, 2025

Attachment C - Work Schedule

Williamson County Corridor C SH 29 Bypass
Data Recovery Excavations for Site 41WM1398 - Phases 2 and 3: Laboratory Analysis, Draft and Final Reporting, and Curation

September 19, 2025

Phase 2 Schedule	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26
Artifact Analysis																													
Analysis Sample Submission																													
Artifact Analysis Post-Processing																													
Geoarchaeological/Geomorphological Analysis																													
Draft Final Reporting																													
Client & Agency Review, Revisions																													
Draft Final Reporting																													
Client & Agency Review, Revisions																													
Final Report Submission																													
Phase 3 Schedule																													
Curation																													
THC Permit Closure Processing																													

Commissioners Court - Regular Session **71.**

Meeting Date: 11/04/2025

TXDOT Resolution and AFA for CR 366

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 with TXDoT for a locally funded Improvement Project (off-system) which will allow for the Highway Safety Improvement Program (HSIP) to install a traffic signal along CR 366 at Chandler Rd.

Background

Funding Source: 2019 Road Bonds P296

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:23 AM
Form Started By: Don Childs		Started On: 10/28/2025 04:23 PM
Final Approval Date: 10/29/2025		

CCSJ #	**0914-05-250**		
AFA CSJs	**0914-05-250**		
District #	**14**	**AFA ID**	**Z00011733**
Code Chart 64 #	**50246**		
Project Name	**2025_AUS_Williamson County**		

Attachment "C"

RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY SAFETY IMPROVEMENT PROJECT (HSIP) TO INSTALL TRAFFIC SIGNAL ALONG CR 366 AT CHANDLER RD. IN WILLIAMSON COUNTY, TEXAS:

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of _____ 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

WHEREAS, on August 21, 2025, via Minute Order 116997, the Texas Transportation Commission authorized 2025_AUS_Williamson County project (the "Project") to receive **Highway Safety Improvement Program (HSIP)** funds for project construction and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS Williamson County (the "County") shall enter into an Advance Funding Agreement with TXDOT for the Project, generally described as **Highway Safety Improvement Program (HSIP) to install traffic signal along CR 366 at Chandler Road** in Williamson County, Texas.

WHEREAS, Williamson County commits to provide the match. The local match is comprised of cash or 2019 Road Bond funds; and

WHEREAS, Williamson County is responsible for non-reimbursable costs identified by TxDOT as well as all construction overruns above the federal funds, if any; and

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

CCSJ #	**0914-05-250**		
AFA CSJs	**0914-05-250**		
District #	**14**	**AFA ID**	**Z00011733**
Code Chart 64 #	**50246**		
Project Name	**2025_AUS_Williamson County**		

_____

Steven Snell, County Judge

Attest:

_____

Nancy E. Rister, County Clerk

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-250	AFA ID	Z00011733		CFDA No.	20.205
AFA CSJs	0914-05-250				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		2025_AUS_Williamson County			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program (HSIP)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Highway Safety Improvement Program (HSIP) to install traffic signal.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **xx/xx/xxxx**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-250	AFA ID	Z00011733		CFDA No.	20.205
AFA CSJs	0914-05-250				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		2025_AUS_Williamson County			*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

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

1	**Local Government***	Utilities	Article 8
2.	**Local Government***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

Period of the Agreement
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

Scope of Work
The scope of work for the Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) for install traffic signal along County Road 366 at Chandler Rd in Williamson County, as shown on Attachment A.

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

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT

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

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

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

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

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

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

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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

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

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

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

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

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

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

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

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

Termination of This Agreement

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

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

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

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

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

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

Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

Construction Responsibilities

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

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

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

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

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

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

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

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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

The Local Government shall be responsible for the following:

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

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

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

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

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

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

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

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

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

Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Notices
All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Legal Construction
If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Responsibilities of the Parties
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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

Compliance with Laws
The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

Sole Agreement
This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

Procurement and Property Management Standards
The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

Inspection of Books and Records
The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Civil Rights Compliance
The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in

consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under

this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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

Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be

obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-250	AFA ID	Z00011733		CFDA No.	20.205
AFA CSJs	0914-05-250				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		2025_AUS_Williamson County			*AFA Not Used For Research & Development*	

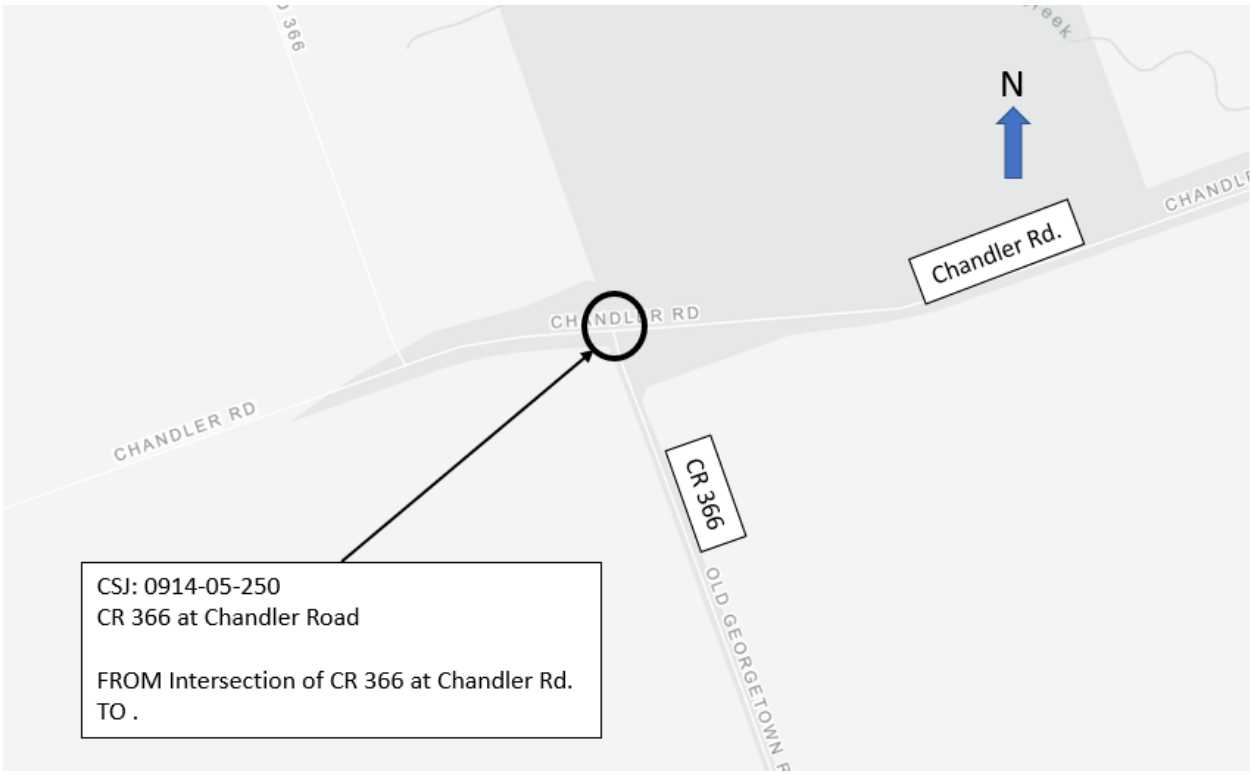
Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-250	AFA ID	Z00011733		CFDA No.	20.205
AFA CSJs	0914-05-250				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		2025_AUS_Williamson County			*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT MAP



TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-250	AFA ID	Z00011733		CFDA No.	20.205
AFA CSJs	0914-05-250				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		2025_AUS_Williamson County			*AFA Not Used For Research & Development*	

ATTACHMENT B

PROJECT BUDGET

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

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$50,775	0%	$0	0%	$0	100%	$50,775
Construction (by State)	$619,613	100%	$619,613	0%	$0	0%	$0
Subtotal	$670,388		$619,613		$0		$50,775
Environmental Direct State Costs	$3,352	0%	$0	0%	$0	100%	$3,352
Right of Way Direct State Costs	$838	0%	$0	0%	$0	100%	$838
Engineering Direct State Costs	$5,028	0%	$0	0%	$0	100%	$5,028
Utility Direct State Costs	$838	0%	$0	0%	$0	100%	$838
Construction Direct State Costs	$23,464	0%	$0	0%	$0	100%	$23,464
Indirect State Costs (5.29%)	$35,464	0%	$0	100%	$35,464	0%	$0
TOTAL	$739,371		$619,613		$35,464		$84,294

Initial payment by the Local Government to the State: $10,056
Payment by the Local Government to the State before construction: $23,464
Estimated total payment by the Local Government to the State $33,520
This is an estimate.The final amount of Local Government participation will be based on actual cost.

Commissioners Court - Regular Session **72.**

Meeting Date: 11/04/2025

E. Wilco Highway Segment 6- Right of Entry

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 temporary Right of Entry Agreement with Kang Lee to access his property for survey purposes related to the proposed right of way acquisition for the E. Wilco Highway Segment 6 project. (Parcel 105)

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	10/29/2025 08:23 AM
Form Started By: Don Childs		Started On: 10/28/2025 04:30 PM
Final Approval Date: 10/29/2025		

E. Wilco Highway, Segment 6
Parcel 105A

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, Kang Lee (herein "Owner"), is the fee simple owner, whether one or more, of a certain tract of land described in Exhibit A attached hereto and described as "Exhibit A" (herein "the Property"); and,

WHEREAS, Williamson County, and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein "Condemnor") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the purpose of surveying and performing archeological and non-invasive geotechnical services upon said tract; and,

WHEREAS, Owner hereby grants permission to Condemnor to assist Condemnor in completing the requested surveying and archeological and non-invasive geotechnical services on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to Condemnor, upon the following terms and conditions:

1. That Condemnor, its agents and contractors, shall have the right to enter the Property from and after October 20, 2025, to January 20, 2025, for a period not to exceed three (3) months, for the purposes described herein. Condemnor shall provide written notice to Owner's authorized representative (Kang Lee) and to counsel for Owner (Barron, Adler, Clough & Oddo, PLLC, attn: Nick Laurent at 512-478-4995 at least two (2) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with Condemnor in allowing Condemnor to have access to the Property under the terms described herein and for the purposes described herein. Condemnor shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. That Condemnor shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by Condemnor, and all gates will be left in the same manner as they were prior to entry by Condemnor. Some trimming of underbrush and branches for access and line of sight surveying is

allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That Condemnor agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by Condemnor, its employees, servants, agents, or contractors.

4. That Condemnor agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, Condemnor will promptly remediate any damage.

5 That any gates used by Condemnor will be closed and secured by Condemnor after passing through same. Further, no fences will be cut or damaged by Condemnor.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by Condemnor in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That Condemnor further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in Condemnor's possession, custody, or control.

8. By execution below, Condemnor acknowledges that Condemnor has been advised by Owner of the existence of hazards which may exist on the Property including but are not limited to: abandoned barbed wire fences which may lie within vegetation; broken glass or pottery which may lie within vegetation; wild boar herds, poisonous snakes, coyotes, and other predators; abandoned water wells and other trenches, holes, and ditches which may lie within vegetation; and the conduct by third parties of illegal hunting with firearms without permission of Owner. CONDEMNOR AND ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES WORKING ON CONDEMNOR'S BEHALF AND GAINING ACCESS UNDER THIS TEMPORARY RIGHT OF ENTRY AGREE TO INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ALL CLAIMS, LIABILITY, AND DAMAGES, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR IN ANY WAY CONNECTED WITH THE ACCESS OF THE PROPERTY PURSUANT TO THIS TEMPORARY RIGHT OF ENTRY AND/OR FOR THE PURPOSES DESCRIBED HEREIN, WHETHER BY CONDEMNOR, ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES, UNDER SAID TEMPORARY RIGHT OF ENTRY,

EXCEPT FOR SUCH CLAIMS, LIABILITIES, OR DAMAGES ARISING FROM OWNER'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. That Condemnor will promptly reimburse Owner for any and all damage to any real or personal property of Owner caused by Condemnor's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Condemnor shall pay any of the sums which may become due and owing hereunder as a result of the actions or inactions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Owner shall not be required to seek recovery of any of such sums from the offending entity, rather Condemnor shall pay such sums to Owner and then it will be Condemnor's burden to seek repayment should it so desire.

10. That in connection with the survey work to be performed on the Property, Condemnor will stake the width at intervals of at minimum 200 feet and the length of the proposed permanent and/or temporary easement(s) in question.

11. That Condemnor and its contractors will maintain insurance providing coverage for any damage or injuries during survey activities at levels customary in their respective industries.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed on this 22 day of October 2025.

OWNER(S):

Kang Lee

CONDEMNOR:
WILLIAMSON COUNTY, TEXAS

Steven Snell

County Judge

Commissioners Court - Regular Session **73.**

Meeting Date: 11/04/2025

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 with Jeff and Geraldine George related to the acquisition of 2.863 AC needed as right of way for the construction of E. Wilco Highway segment 2 (Parcel 33).

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	10/29/2025 08:23 AM
Form Started By: Don Childs		Started On: 10/28/2025 04:33 PM
Final Approval Date: 10/29/2025		

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 7, 2025

RULE 11 SETTLEMENT AGREEMENT

Via e-mail dgattis@gattislaw.com
c/o Jeff and Geraldine George

Re: Southeast Loop Roadway Project
Cause No. 22-1430-CC1; *Williamson County, Texas v. Jeff George and Geraldine George*; filed in the County Court at Law No. 1 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 Jeff and Geraldine George ("Owner"), in connection with the project identified herein and the 2.863 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 the Agreed Docket Control Order filed in this cause on February 20, 2025.

4. Condemnor agrees to pay the total compensation of SEVEN HUNDRED NINETY-FIVE THOUSAND and 00/100 Dollars ($795,000.00) 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 33), 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 SEVEN HUNDRED NINETY-FIVE THOUSAND and 00/100 Dollars ($795,000.00) 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 THREE HUNDRED NINETY-SIXTY THOUSAND ONE HUNDRED SEVEN AND 00/100 DOLLARS ($396,107.00) was previously deposited with the court on or about February 15, 2023, pursuant to the written Agreed Amended Award of Special Commissioners filed among the papers of this cause on or about February 7, 2023.

    b. The remaining amount owed by the County is the amount of THREE HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED NINETY-THREE AND 00/100 DOLLARS ($398,893.00). The County will issue payment of the remaining $398,893.00 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 Jeff and Geraldine George". It should be mailed to Defendants' 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:
Jeff and Geraldine George

By: Dan M Gattis
Dan M Gattis (Oct 28, 2025 12:58:04 CDT)
Dan Gattis

Date: _____

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 33
Tax ID: R309569
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 28, 2022

PROPERTY DESCRIPTION FOR PARCEL 33

DESCRIPTION OF A 2.863 ACRE (124,710 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 5.097 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JEFF GEORGE AND WIFE, GERALDINE GEORGE, RECORDED OCTOBER 14, 1981 IN VOLUME 854, PAGE 751, DEED RECORDS WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), FURTHER DESCRIBED IN DOCUMENT NO. 2017062412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING A PORTION OF A CALLED 4.977 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JEFF GEORGE AND WIFE, GERALDINE GEORGE, RECORDED JULY 24, 1978 IN VOLUME 721, PAGE 180 (D.R.W.C.TX.), FURTHER DESCRIBED IN DOCUMENT NO. 2017062412 (O.P.R.W.C.TX.); SAID 2.863 ACRE (124,710 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 1,988.70 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 214+48.99 on the existing north right-of-way line of C.R. 139, a variable width right-of-way, no record information found, for the southwest 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., same being the southeast corner of a called 19.681 acre tract of land, described in a deed to Peggy L. Peterson, recorded in Document No. 2000073754, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the east line of said 19.681 acre tract, a distance of 1,843.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,440.02, E=3,175,807.79) set 227.78 feet right of Southeast Loop E.C.S. 218+28.48 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 19.681 acre tract and said 4.977 acre tract, a distance of 412.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 219+97.94 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

2) **THENCE**, departing the common line of said 19.681 acre tract and said 4.977 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the left, over and across said 5.097 acre tract and said 4.977 acre tract, an arc distance of 346.58 feet, through a delta of 09°19'53", having a radius of 2,128.00 feet, and a chord that bears N 66°14'54" E, a distance of 346.20 feet to a calculated point 147.00 feet left of Southeast Loop E.C.S. 223+68.46 in the center of Brushy Creek, same being the common line of said 5.097 acre tract and of a remainder of a called 10.0 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 most northerly northeast corner of the parcel described herein;

3) **THENCE** S 58°42'55" E, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 5.097 acre tract and said remainder of a called 10.0 acre tract, same being the centerline of said Brushy Creek, a distance of 54.66 feet to a calculated point, for the northwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX., same being the most easterly northeast corner of said 5.097 acre tract and of the parcel described herein;

4) **THENCE** S 07°46'10" W, departing the common line of said 5.097 acre tract and said remainder of a called 10.0 acre tract, same being the centerline of said Brushy Creek, with the common line of said 5.097 acre tract and said 6.298 acre tract, a distance of 300.07 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 222+27.86 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE, departing the common line of said 5.097 acre tract and said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 5.097 acre tract and said 4.977 acre tract, the following three (3) courses and distances numbered 5-7:

5) With said curve to the right, an arc distance of 317.27 feet, through a delta of 07°30'19", having a radius of 2,422.00 feet, and a chord that bears S 68°52'35" W, a distance of 317.04 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 219+29.85,

6) S 17°22'15" E, a distance of 103.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 250.05 feet right of Southeast Loop E.C.S 219+29.85, and

THIS SPACE INTENTIONALLY LEFT BLANK

7) S 85°08'59" W, a distance of 114.20 feet to the **POINT OF BEGINNING**, and containing 2.863 acres (124,710 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.



Scott C. Brashear 9/28/2022

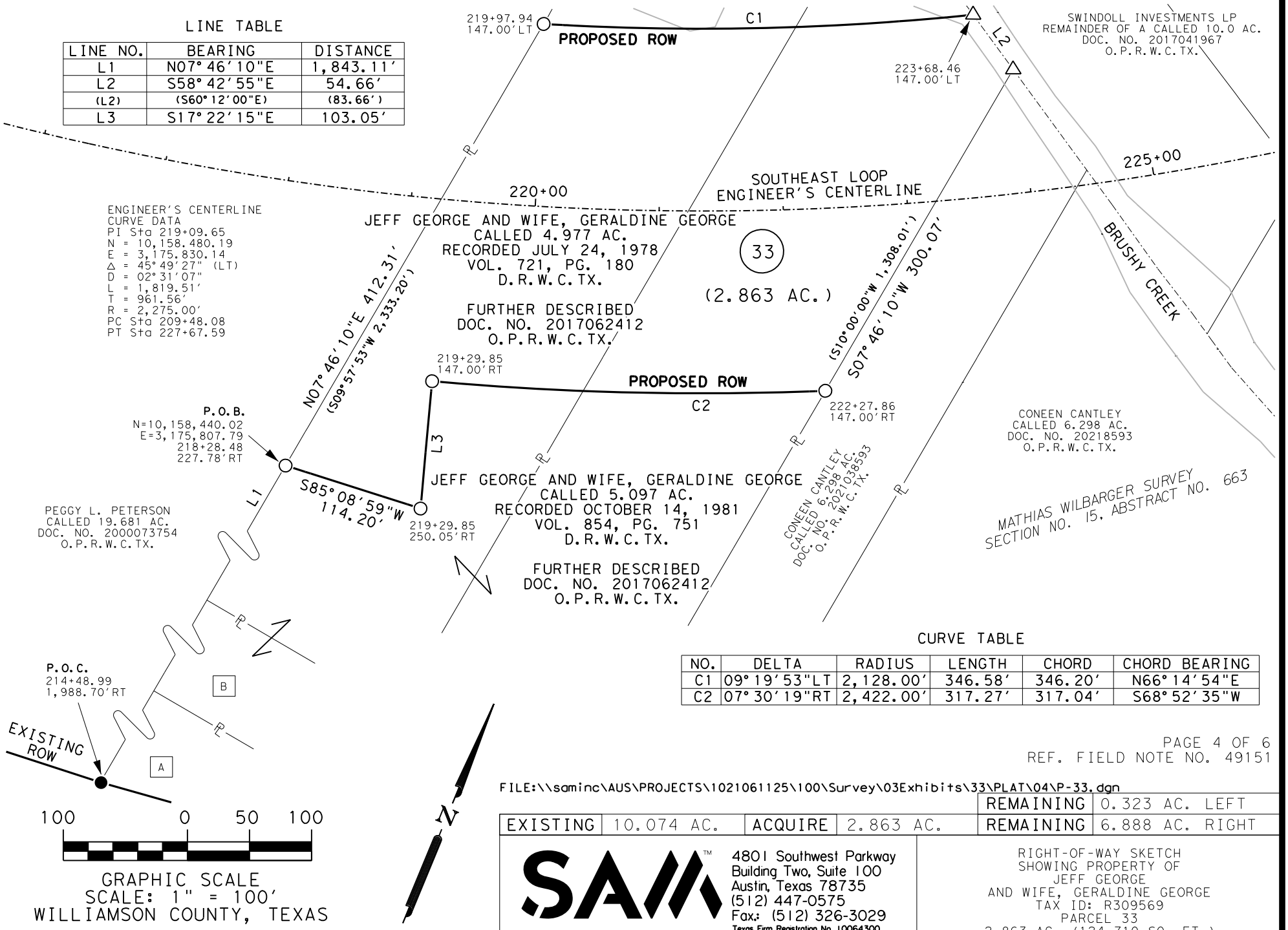
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07° 46′ 10"E	1,843.11′
L2	S58° 42′ 55"E	54.66′
(L2)	(S60° 12′ 00"E)	(83.66′)
L3	S17° 22′ 15"E	103.05′



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 19′ 53"LT	2,128.00′	346.58′	346.20′	N66° 14′ 54"E
C2	07° 30′ 19"RT	2,422.00′	317.27′	317.04′	S68° 52′ 35"W

REF. FIELD NOTE NO. 49151

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\04\P-33.dgn

				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 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
JEFF GEORGE
AND WIFE, GERALDINE GEORGE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159135, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 289, PAGE 419 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO CENTRAL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 705, PAGE 844 AND VOLUME 705, PAGE 846 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 718, PAGE 27 AND VOLUME 718, PAGE 28 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 721, PAGE 180 AND VOLUME 721, PAGE 187 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT)

10. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 741, PAGE 243 AND VOLUME 741, PAGE 245 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFFECT)

11. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE AS DESCRIBED IN VOLUME 761, PAGE 664 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

12. AN ELECTRIC SUPPLY LINES EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTIC COMPANY AS DESCRIBED IN VOLUME 1582, PAGE 195 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9I (RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JEFF BASSETT AND GERALDINE IVEY GEORGE OF RECORD IN DOCUMENT NO. 2019043485 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

14. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

15. 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)

16. SUBJECT TO THE RESERVATION OF A STATED UNDIVIDED 1/4TH ROYALTY INTEREST IN AND TO ALL OF THE OIL, GAS, AND OTHER MINERALS IN, ON, OR UNDER THE SUBJECT PROPERTY, AS RETAINED IN AN INSTRUMENT OF RECORD IN VOLUME 721, PAGE 177 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJET TO IF APPLICABLE)

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).

17. 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 AND 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). (SUBJECT TO IF APPLICABLE)

18. 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.

19. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

20. 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. 49151

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\04\P-33.dgn

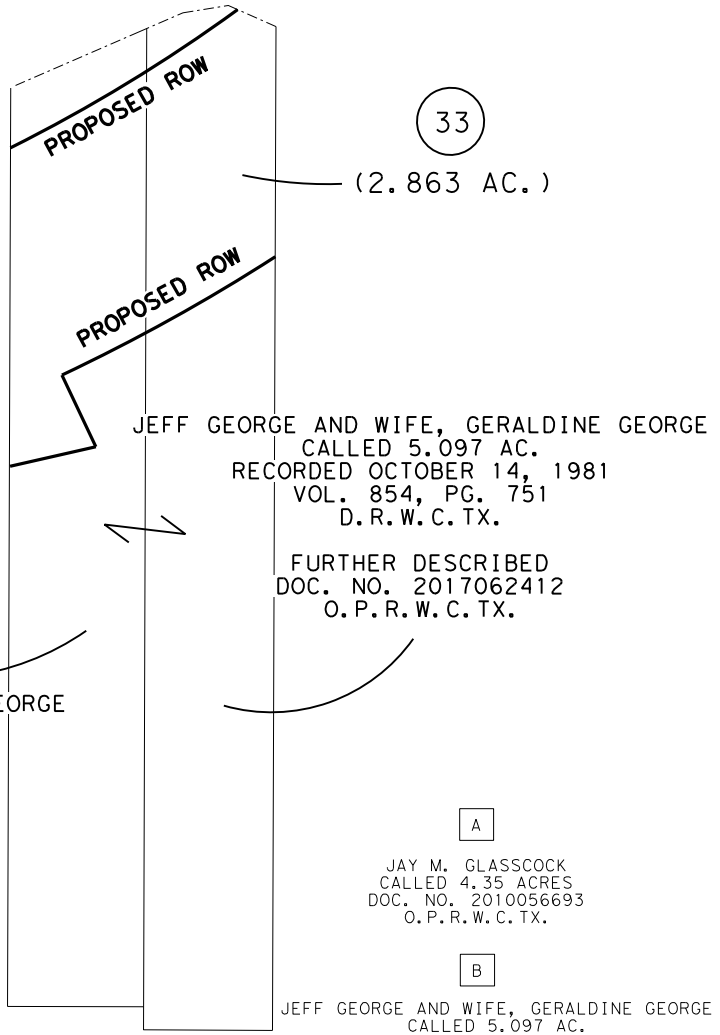
				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 AC. RIGHT

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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JEFF GEORGE
AND WIFE, GERALDINE GEORGE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
~/~	DISTANCE NOT TO SCALE
---	DEED LINE (COMMON OWNERSHIP)



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-159135, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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.



REF. FIELD NOTE NO. 49151

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.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\04\P-33.dgn

				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 AC. RIGHT

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/28/2022
DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JEFF GEORGE
AND WIFE, GERALDINE GEORGE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)

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 **Jeff & Geraldine George** 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 **2.863 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: _____
Printed Name: _____
Address: _____
_____, ___ _____

Lessee:

By: _____
Printed Name: _____
Address: _____
_____, ___ _____

Exhibit “A”

EXHIBIT "A"

County: Williamson
Parcel No.: 33
Tax ID: R309569
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 28, 2022

PROPERTY DESCRIPTION FOR PARCEL 33

DESCRIPTION OF A 2.863 ACRE (124,710 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 5.097 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JEFF GEORGE AND WIFE, GERALDINE GEORGE, RECORDED OCTOBER 14, 1981 IN VOLUME 854, PAGE 751, DEED RECORDS WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), FURTHER DESCRIBED IN DOCUMENT NO. 2017062412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING A PORTION OF A CALLED 4.977 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JEFF GEORGE AND WIFE, GERALDINE GEORGE, RECORDED JULY 24, 1978 IN VOLUME 721, PAGE 180 (D.R.W.C.TX.), FURTHER DESCRIBED IN DOCUMENT NO. 2017062412 (O.P.R.W.C.TX.); SAID 2.863 ACRE (124,710 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 1,988.70 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 214+48.99 on the existing north right-of-way line of C.R. 139, a variable width right-of-way, no record information found, for the southwest 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., same being the southeast corner of a called 19.681 acre tract of land, described in a deed to Peggy L. Peterson, recorded in Document No. 2000073754, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the east line of said 19.681 acre tract, a distance of 1,843.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,440.02, E=3,175,807.79) set 227.78 feet right of Southeast Loop E.C.S. 218+28.48 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 19.681 acre tract and said 4.977 acre tract, a distance of 412.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 219+97.94 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

2) **THENCE**, departing the common line of said 19.681 acre tract and said 4.977 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the left, over and across said 5.097 acre tract and said 4.977 acre tract, an arc distance of 346.58 feet, through a delta of 09°19'53", having a radius of 2,128.00 feet, and a chord that bears N 66°14'54" E, a distance of 346.20 feet to a calculated point 147.00 feet left of Southeast Loop E.C.S. 223+68.46 in the center of Brushy Creek, same being the common line of said 5.097 acre tract and of a remainder of a called 10.0 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 most northerly northeast corner of the parcel described herein;

3) **THENCE** S 58°42'55" E, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 5.097 acre tract and said remainder of a called 10.0 acre tract, same being the centerline of said Brushy Creek, a distance of 54.66 feet to a calculated point, for the northwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX., same being the most easterly northeast corner of said 5.097 acre tract and of the parcel described herein;

4) **THENCE** S 07°46'10" W, departing the common line of said 5.097 acre tract and said remainder of a called 10.0 acre tract, same being the centerline of said Brushy Creek, with the common line of said 5.097 acre tract and said 6.298 acre tract, a distance of 300.07 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 222+27.86 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE, departing the common line of said 5.097 acre tract and said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 5.097 acre tract and said 4.977 acre tract, the following three (3) courses and distances numbered 5-7:

5) With said curve to the right, an arc distance of 317.27 feet, through a delta of 07°30'19", having a radius of 2,422.00 feet, and a chord that bears S 68°52'35" W, a distance of 317.04 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 219+29.85,

6) S 17°22'15" E, a distance of 103.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 250.05 feet right of Southeast Loop E.C.S 219+29.85, and

THIS SPACE INTENTIONALLY LEFT BLANK

7) S 85°08'59" W, a distance of 114.20 feet to the **POINT OF BEGINNING**, and containing 2.863 acres (124,710 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.



Scott C. Brashear 9/28/2022

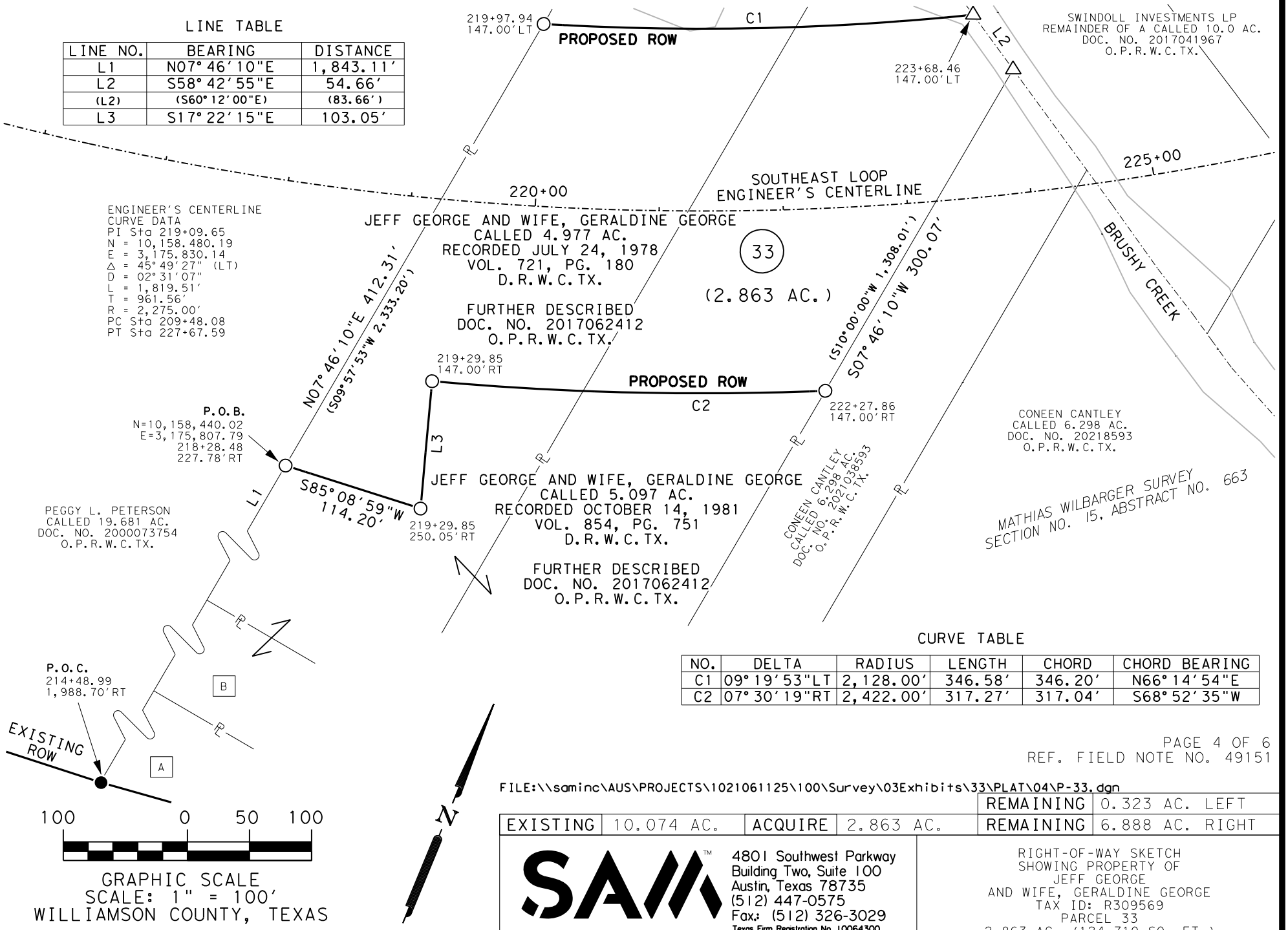
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07° 46′ 10"E	1,843.11′
L2	S58° 42′ 55"E	54.66′
(L2)	(S60° 12′ 00"E)	(83.66′)
L3	S17° 22′ 15"E	103.05′



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 19′ 53"LT	2,128.00′	346.58′	346.20′	N66° 14′ 54"E
C2	07° 30′ 19"RT	2,422.00′	317.27′	317.04′	S68° 52′ 35"W

REF. FIELD NOTE NO. 49151

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\04\P-33.dgn

				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 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
JEFF GEORGE
AND WIFE, GERALDINE GEORGE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159135, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 289, PAGE 419 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO CENTRAL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 705, PAGE 844 AND VOLUME 705, PAGE 846 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 718, PAGE 27 AND VOLUME 718, PAGE 28 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 721, PAGE 180 AND VOLUME 721, PAGE 187 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT)

10. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 741, PAGE 243 AND VOLUME 741, PAGE 245 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFFECT)

11. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE AS DESCRIBED IN VOLUME 761, PAGE 664 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

12. AN ELECTRIC SUPPLY LINES EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTIC COMPANY AS DESCRIBED IN VOLUME 1582, PAGE 195 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9I (RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JEFF BASSETT AND GERALDINE IVEY GEORGE OF RECORD IN DOCUMENT NO. 2019043485 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

14. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

15. 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)

16. SUBJECT TO THE RESERVATION OF A STATED UNDIVIDED 1/4TH ROYALTY INTEREST IN AND TO ALL OF THE OIL, GAS, AND OTHER MINERALS IN, ON, OR UNDER THE SUBJECT PROPERTY, AS RETAINED IN AN INSTRUMENT OF RECORD IN VOLUME 721, PAGE 177 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJET TO IF APPLICABLE)

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).

17. 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 AND 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). (SUBJECT TO IF APPLICABLE)

18. 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.

19. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

20. 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. 49151

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\04\P-33.dgn

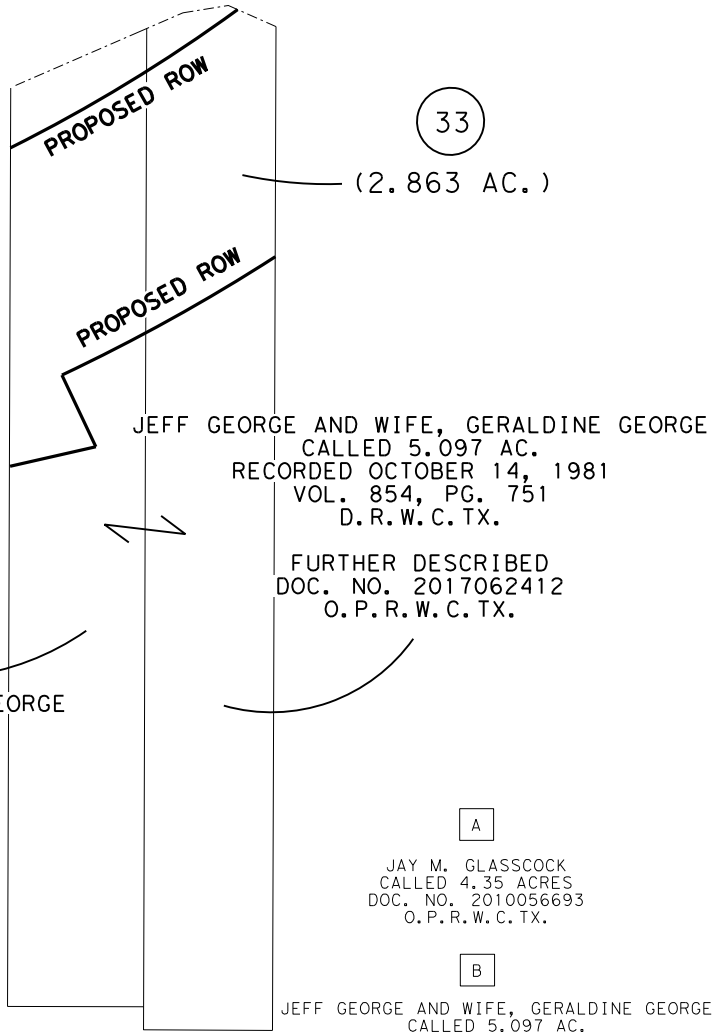
				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 AC. RIGHT

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
JEFF GEORGE
AND WIFE, GERALDINE GEORGE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
~/~	DISTANCE NOT TO SCALE
---	DEED LINE (COMMON OWNERSHIP)



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-159135, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\33\PLAT\04\P-33.dgn

				REMAINING	0.323 AC. LEFT
EXISTING	10.074 AC.	ACQUIRE	2.863 AC.	REMAINING	6.888 AC. RIGHT

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/28/2022
DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JEFF GEORGE
AND WIFE, GERALDINE GEORGE
TAX ID: R309569
PARCEL 33
2.863 AC. (124,710 SQ. FT.)

CAUSE NO. 22-1430-CC1

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ IN THE COUNTY COURT §
V.	§ AT LAW NO. 1
JEFF GEORGE and GERALDINE GEORGE **Condemnees**	§ § WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 2.863 acres (Parcel 33) 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 October 3, 2022, 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 Condemnees, that Condemnees shall recover from Condemnor the total sum of **SEVEN HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS ($795,000.00)**, of which total amount the parties agree:

1. The amount of **THREE HUNDRED NINETY-SIXTY THOUSAND ONE HUNDRED SEVEN AND 00/100 DOLLARS ($396,107.00)** was previously deposited with the court on or about February 15, 2023, pursuant to the written Agreed Amended Award of Special Commissioners filed among the papers of this cause on or about February 7, 2023; and

2. The amount of **THREE HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED NINETY-THREE AND 00/100 DOLLARS ($398,893.00)** is now due and owing from Condemnor to Condemnees in full satisfaction of this Judgment.

It is further ORDERED that Condemnor shall pay Condemnees the remaining balance of THREE HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED NINETY-THREE AND 00/100 DOLLARS ($398,893.00) as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer, check, or warrant payable to "Dan Gattis c/o Jeff and Geraldine George" 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 Condemnees 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 Condemnees to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
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:_____

Dan M. Gattis
Texas State Bar No. 00790754
dgattis@gattislaw.com
GATTIS LAW FIRM, P.C.
213-B West 8th Street
Georgetown, Texas 78626
Telephone: (512) 868-5400
Facsimile: (512) 868-5403

ATTORNEY FOR CONDEMNEES
JEFF GEORGE AND GERALDINE GEORGE

Commissioners Court - Regular Session **74.**

Meeting Date: 11/04/2025

RM 2243 Agreed Final Judgment

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county judge to execute an Agreed Final Judgment with JNK Properties 1, LTD. to acquire 28.707 AC needed as right of way, 6.124 AC needed as an electric utility easement, 0.233 AC and 0.152 AC needed as drainage easements for the construction of the RM 2243/Hero Way project (Parcel 335).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:24 AM
Form Started By: Don Childs		Started On: 10/28/2025 05:20 PM
Final Approval Date: 10/29/2025		

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

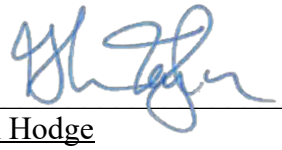
PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/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 A

County: Williamson
Parcel: 335
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 335

METES & BOUNDS DESCRIPTION FOR A 28.707 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 8, A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF A CALLED 10.10 ACRE TRACT OF LAND DESCRIBED AS TRACT 10, ALL AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 8 BEING DESCRIBED IN DOCUMENT NUMBER 2004077519, SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572, SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335, AND SAID TRACT 10 BEING DESCRIBED IN DOCUMENT NUMBER 2006006664, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.707 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 1, and at the northeast corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065021, both of the Official Public Records of Williamson County, Texas, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, bears S 69°02'16" W a distance of 1,103.77 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 1, N 70°05'28" E, pass a found 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 65.95 feet, and continuing on for a total distance of 201.93 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found at an exterior corner of said JNK Tract 1, and at the northwest corner of the above described JNK Tract 8, for an angle point, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found on the west line of said JNK Tract 8, bears S 19°54'56" E a distance of 35.78 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 8, N 70°04'38" E a distance of 181.51 feet to a 5/8-inch iron rod with cap stamped “SAM LLC” found at the northeast corner of said JNK Tract 8, and at an exterior corner of said JNK Tract 1, for an angle point, from which a 5/8-inch iron rod with cap stamped “SAM LLC” found on the east line of said JNK Tract 8, bears S 19°54’56” E a distance of 83.80 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 1, N 70°06'04" E a distance of 777.41 feet to a 1/2-inch iron rod found at the northeast corner of said JNK Tract 1, and at the northwest corner of the above described JNK Tract 2, for an angle point, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05’44” E a distance of 1,324.23 feet;

THENCE, continuing with the south right-of-way line of said Hero Way and with the north line of said JNK Tract 2, N 69°41'26" E a distance of 1,374.35 feet to a 5/8-inch iron rod with cap stamped “SAM LLC” found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped “Diamond Surveying” found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said Ronald W Reagan Boulevard, and at the southwest corner of a called 0.145 acre tract of land described as Parcel 28B as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, bears N 21°02’41” W a distance of 62.16 feet;

THENCE, with the west right-of-way line of said Ronald W Reagan Boulevard and the east line of said JNK Tract 2, the following three (3) courses:

1) S 21°33'44" E a distance of 13.56 feet to a 1/2-inch iron rod for an angle point;

2) S 65°56'44" E a distance of 69.75 feet to a 1/2-inch iron rod for an angle point; and

3) S 21°17'21" E, pass a found 5/8-inch iron rod with cap stamped “SAM LLC” at a distance of 236.20 feet, and continuing on for a total distance of 1,126.34 feet to a 1/2-inch iron rod found at the most easterly southeast corner of said JNK Tract 2, and at the northeast corner of the above described JNK Tract 10, for an angle point, from which a 60D nail found at the northwest corner of said JNK Tract 10, and at an interior corner of said JNK Tract 2, bears S 69°09’59” W a distance of 406.06 feet;

THENCE, continuing with the west right-of-way line of said Ronald W Reagan Boulevard and with the east line of said JNK Tract 10, S 21°13'28" E a distance of 245.82 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for southeast corner of the herein described tract, 1,222.51 feet right of FM 2243 baseline station 185+84.04, from which a 1/2-inch iron rod found on the north line of a called 6.314 acre tract of land as conveyed to Realeander LLC by Warranty Deed with Vendor’s Lien recorded in Document Number 2020167271 of the Official Public Records of Williamson County, Texas, at the southeast corner of said JNK Tract 10, and at the southwest corner of said Parcel 24 dedication, bears S 21°13’28” E a distance of 828.32 feet;

THENCE, departing the west right-of-way line of said Ronald W Reagan Boulevard, over and across said JNK Tract 10, S 68°35'32" W a distance of 122.56 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” (NAD-83, Central Zone Grid Coordinates: N: 10,187,740.00, E: 3,089,721.94) set for the beginning of a non-tangent curve to the right and the most southerly southwest corner of the herein described tract, 1,239.36 feet right of FM 2243 baseline station 184+38.02;

THENCE, over and across said JNK Tract 10, along said curve to the right, an arc distance of 217.97 feet, having a radius of 16,236.00 feet, a central angle of 00°46'09" and a chord which bears N 21°33'58" W a distance of 217.97 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of tangency, 1,023.18 feet right of FM 2243 baseline station 184+05.00;

THENCE, continuing over and across said JNK Tract 10 and over and across said JNK Tract 2, N 21°10'54" W a distance of 188.36 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the left, 836.13 feet right of FM 2243 baseline station 183+79.66;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 878.59 feet, having a radius of 1,011.00 feet, a central angle of 49°47'30" and a chord which bears N 62°29'25" W a distance of 851.20 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the left, 237.68 feet right of FM 2243 baseline station 177+25.43;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 59.82 feet, having a radius of 8,051.00 feet, a central angle of 00°25'33" and a chord which bears S 72°08'38" W a distance of 59.82 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an angle point, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 150.02 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the left, 218.57 feet right of FM 2243 baseline station 175+12.88;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 203.48 feet, having a radius of 8,063.00 feet, a central angle of 01°26'45" and a chord which bears S 70°08'40" W a distance of 203.48 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of tangency, 216.00 feet right of FM 2243 baseline station 173+09.42;

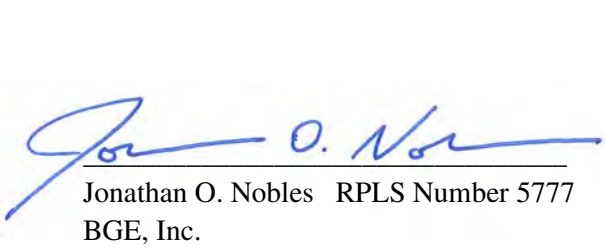
THENCE, continuing over and across said JNK Tract 2 and over and across said JNK Tract 1, S 69°25'17" W a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set a point of curvature of a curve to the right, 216.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1, along said curve to the right, an arc distance of 696.86 feet, having a radius of 11,137.00 feet, a central angle of 03°35'06" and a chord which bears S 71°12'51" W a distance of 696.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said JNK Tract 1, at the southeast corner of said Park at Cypress Creek Tract 2, and at the northeast corner of a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in said Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the most westerly southwest corner of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, bears S 21°08'16" E a distance of 409.63 feet;

THENCE, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 2, N 21°08'16" W a distance of 372.43 feet to the **POINT OF BEGINNING** and containing 28.707 acres (1,250,475 square feet) of land more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.





01/02/2024

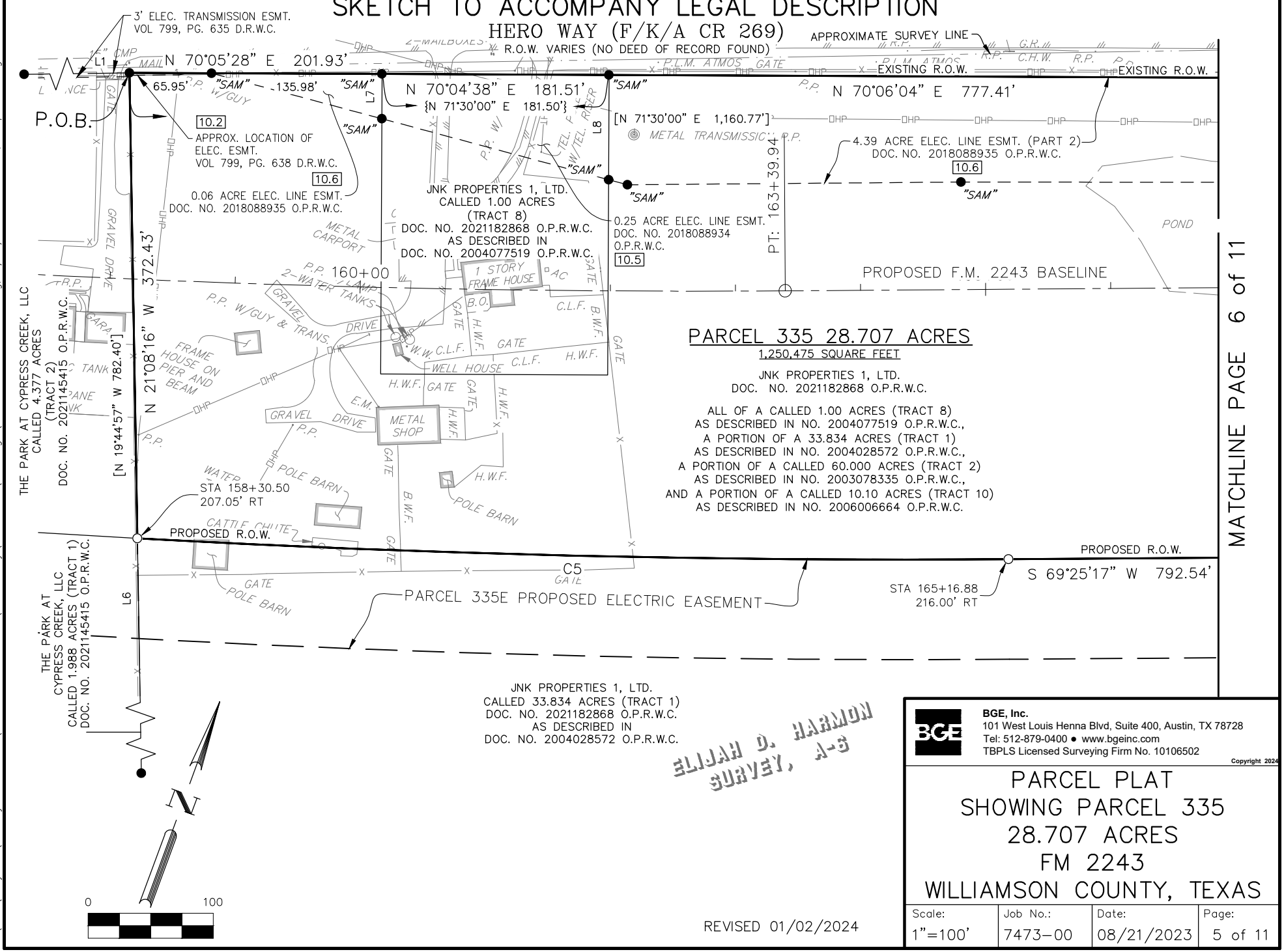
Jonathan O. Nobles RPLS Number 5777 — Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 21, 2023
Revised:	January 1, 2024
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HERO WAY (F/K/A CR 269)



REVISED 01/02/2024

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Tel: 512-879-0400 ● www.bgeinc.com
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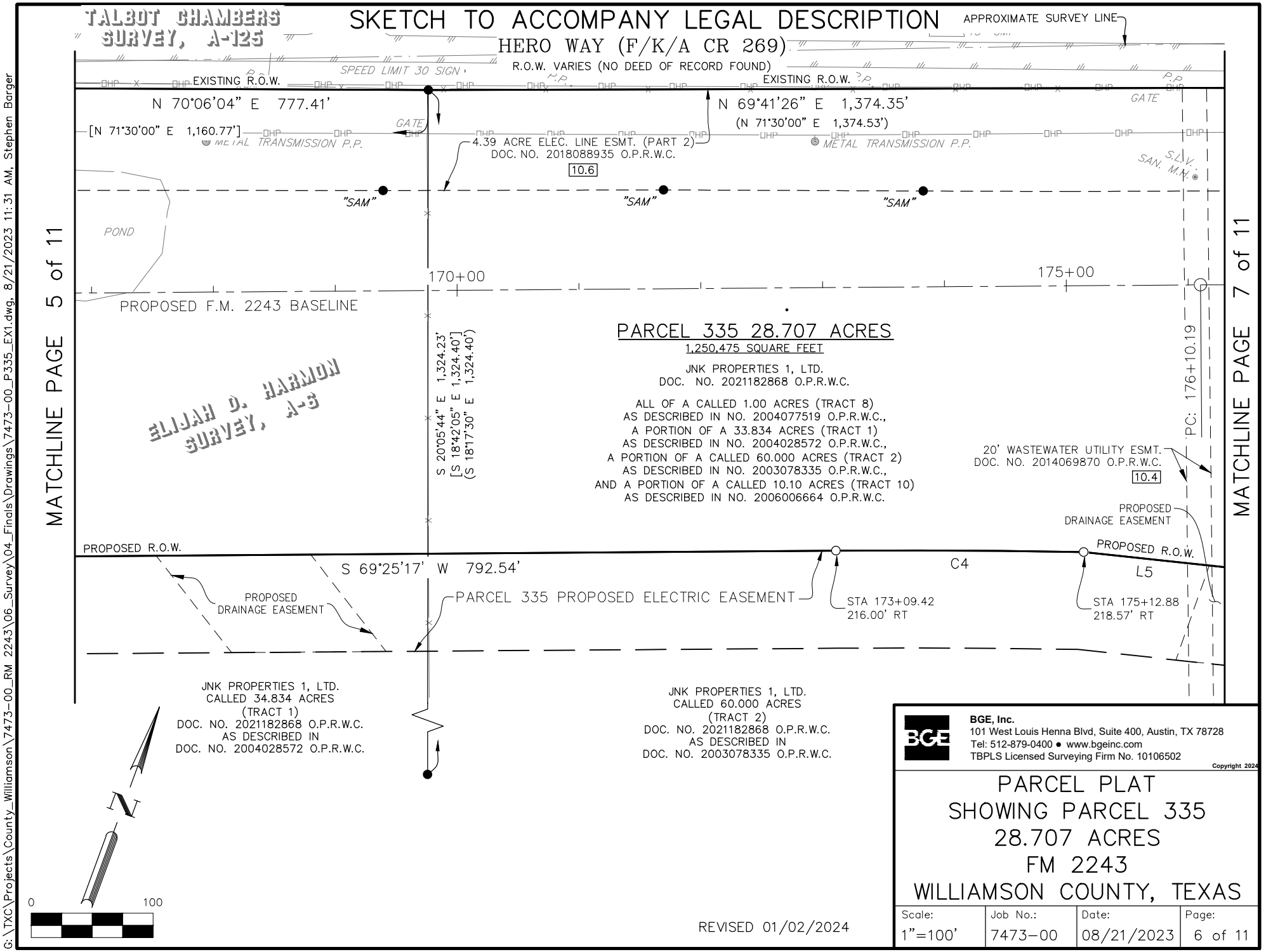
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SHOWING PARCEL 335
28.707 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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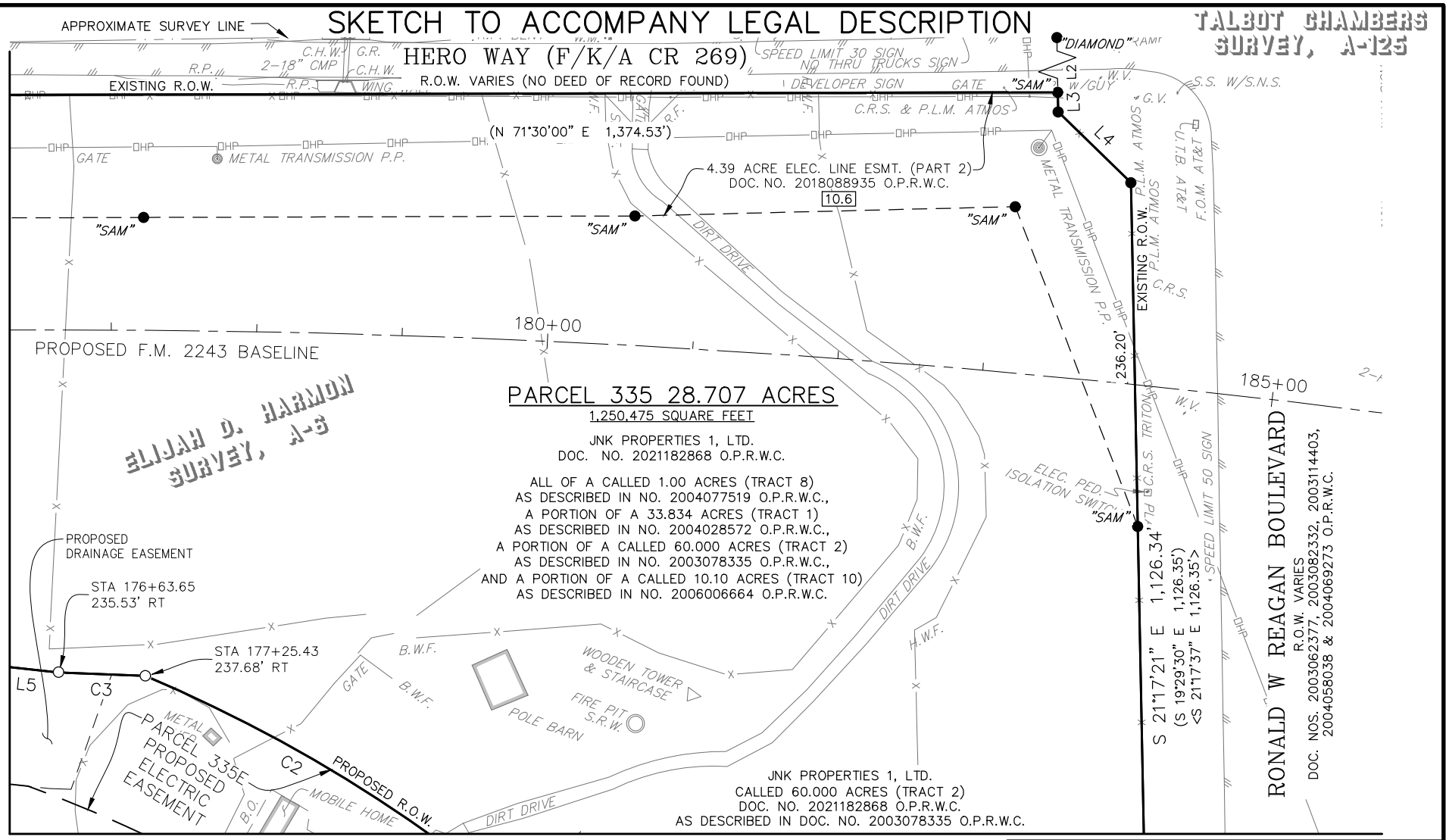
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



MATCHLINE PAGE 6 of 11

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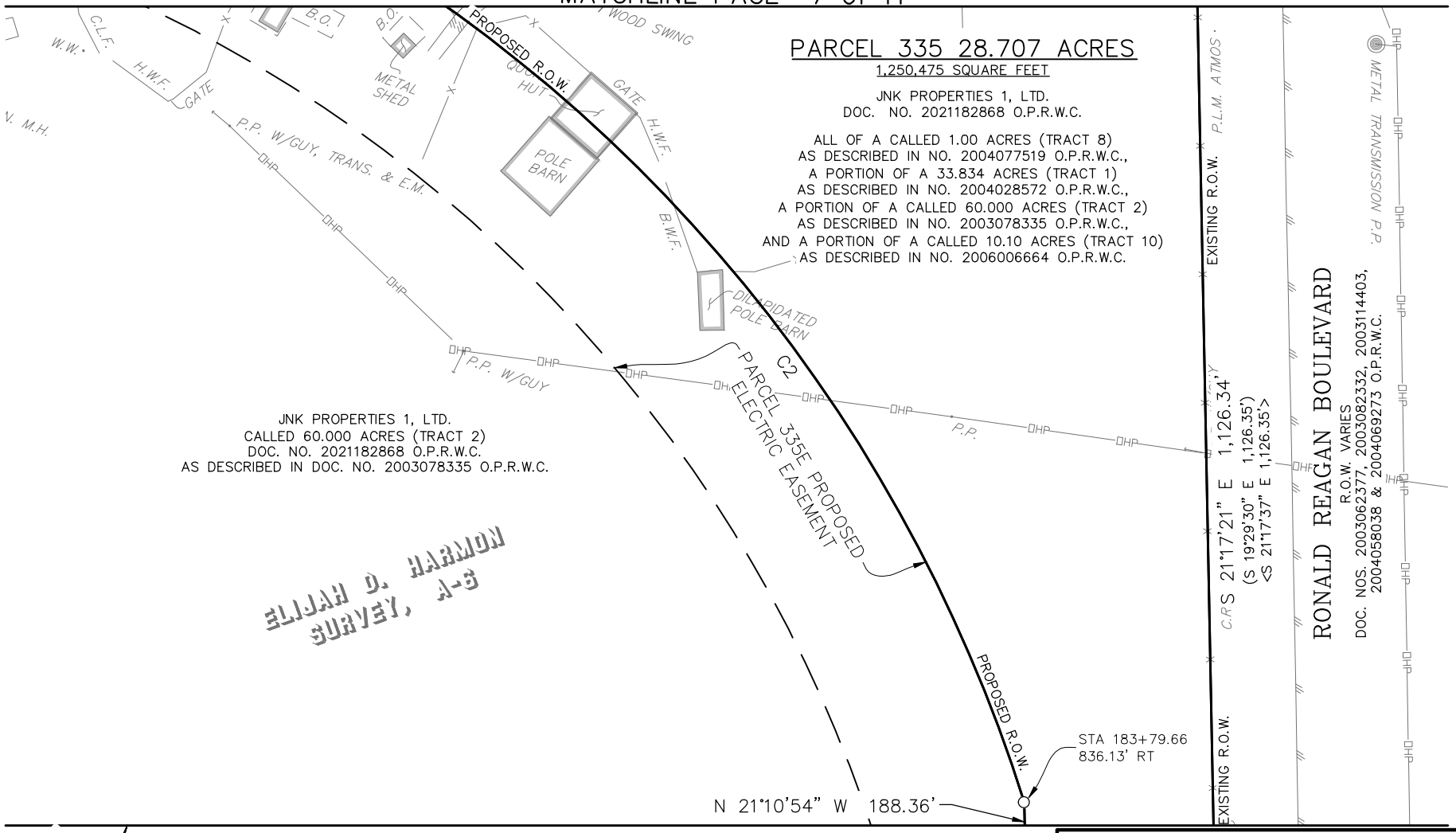
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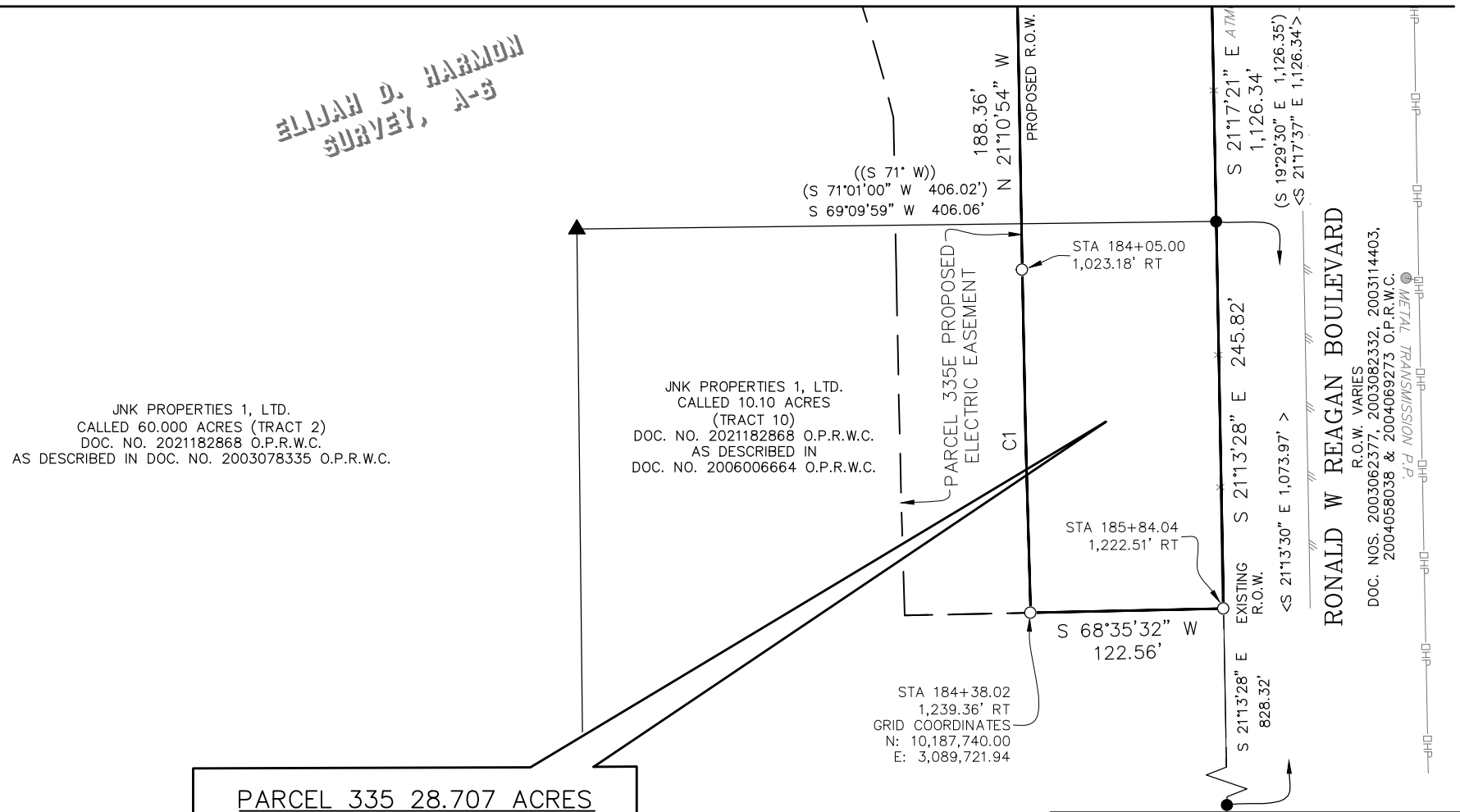
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 8 of 11



PARCEL 335 28.707 ACRES

1,250,475 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

ALL OF A CALLED 1.00 ACRES (TRACT 8)
AS DESCRIBED IN NO. 2004077519 O.P.R.W.C.,
A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BLDG. OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.V.	GAS VALVE
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.R.W.	STONE RETAINING WALL
S.R.F.	SPLIT RAIL FENCE
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
{ }	RECORD INFO., DOC. NO. 2004077519 O.P.R.W.C.
< >	RECORD INFO., DOC. NOS. 2003062377, 2003082332, 2003114403, 2004058038 & 2004069273 O.P.R.W.C.
(( ))	RECORD INFO., DOC. NO. 2006006664 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
● "DIAMOND"	FOUND 1/2" IRON ROD W/CAP "DIAMOND SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND 60D NAIL
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——// ——	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°02'16" W	1,103.77'
L2	N 21°02'41" W	62.16'
L3	S 21°33'44" E	13.56'
L4	S 65°56'44" E	69.75'
L5	S 75°59'13" W	150.02'
L6	S 21°08'16" E	409.63'
L7	S 19°54'56" E	35.78'
L8	S 19°54'56" E	83.80'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L3)	(S 19°25'23" E)	(13.59')
<L3>	<S 21°13'30" E>	<13.59'>
(L4)	(S 64°05'05" E)	(69.67')
<L4>	<S 65°53'12" E>	<69.67'>

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	217.97'	16,236.00'	0°46'09"	N 21°33'58" W	217.97'
C2	878.59'	1,011.00'	49°47'30"	N 62°29'25" W	851.20'
C3	59.82'	8,051.00'	0°25'33"	S 72°08'38" W	59.82'
C4	203.48'	8,063.00'	1°26'45"	S 70°08'40" W	203.48'
C5	696.86'	11,137.00'	3°35'06"	S 71°12'51" W	696.75'

REVISED 01/02/2024

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PARCEL PLAT
SHOWING PARCEL 335
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FM 2243
WILLIAMSON COUNTY, TEXAS

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE JULY 24, 2022 AND ISSUED ON JULY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



01/02/2024

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 01/02/2024

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EXHIBIT B

County: Williamson
Parcel: 335E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335E

METES & BOUNDS DESCRIPTION FOR A 6.124 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF A CALLED 10.10 ACRE TRACT OF LAND DESCRIBED AS TRACT 10, ALL AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572, SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335, AND SAID TRACT 10 BEING DESCRIBED IN DOCUMENT NUMBER 2006006664, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.124 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 1, and at the northeast corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065021, both of the Official Public Records of Williamson County, Texas, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, bears S 69°02'16" W a distance of 1,103.77 feet, and from which a 5/8-inch iron rod with cap stamped "SAM LLC" found at an exterior corner of said JNK Tract 1, and at the northwest corner of a called 1.00 acre tract of land described as Tract 8 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004077519, both of the Official Public Records of Williamson County, Texas, bears N 70°05'28" E a distance of 201.93 feet; Thence, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 2, S 21°08'16" E a distance of 372.43 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,884.77, E: 3,087,023.65) set at the most easterly common corner of said Park at Cypress Creek Tract 2 and a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in said Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the beginning of a non-tangent curve to the left and the northwest corner and **POINT OF BEGINNING** of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50;

THENCE, over and across said JNK Tract 1, along said curve to the left, an arc distance of 696.86 feet, having a radius of 11,137.00 feet, a central angle of 03°35'06" and a chord which bears N 71°12'51" E a distance of 696.75 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of tangency, 216.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1 and over and across the above described JNK Tract 2, N 69°25'17" E a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of curvature of a curve to the right, 216.00 feet right of FM 2243 baseline station 173+09.42;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 203.48 feet, having a radius of 8,063.00 feet, a central angle of 01°26'45" and a chord which bears N 70°08'40" E a distance of 203.48 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an angle point, 218.57 feet right of FM 2243 baseline station 175+12.88;

THENCE, continuing over and across said JNK Tract 2, N 75°59'13" E a distance of 150.02 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the right, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 59.82 feet, having a radius of 8,051.00 feet, a central angle of 00°25'33" and a chord which bears N 72°08'38" E a distance of 59.82 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the right and the most northerly corner of the herein described tract, 237.68 feet right of FM 2243 baseline station 177+25.43;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 878.59 feet, having a radius of 1,011.00 feet, a central angle of 49°47'30" and a chord which bears S 62°29'25" E a distance of 851.20 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an angle point, 836.13 feet right of FM 2243 baseline station 183+79.66;

THENCE, continuing over and across said JNK Tract 2 and over and across the above described JNK Tract 10, S 21°10'54" E a distance of 188.36 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of curvature of a curve to the left, 1,023.18 feet right of FM 2243 baseline station 184+05.00;

THENCE, continuing over and across said JNK Tract 10, along said curve to the left, an arc distance of 217.97 feet, having a radius of 16,236.00 feet, a central angle of 00°46'09" and a chord which bears S 21°33'58" E a distance of 217.97 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the southeast corner of the herein described tract, 1,239.36 feet right of FM 2243 baseline station 184+38.02;

THENCE, continuing over and across said JNK Tract 10, S 68°35'32" W a distance of 80.00 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for the beginning of a non-tangent curve to the right and the most southerly southwest corner of the herein described tract, 1,249.04 feet right of FM 2243 baseline station 183+42.29;

THENCE, continuing over and across said JNK Tract 10, along said curve to the right, an arc distance of 218.29 feet, having a radius of 16,316.00 feet, a central angle of 00°46'00" and a chord which bears N 21°33'54" W a distance of 218.28 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for a point of tangency, 1,032.21 feet right of FM 2243 baseline station 183+12.49;

THENCE, continuing over and across said JNK Tract 10 and over and across said JNK Tract 2, N 21°10'54" W a distance of 98.07 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for the beginning of a non-tangent curve to the left, 934.69 feet right of FM 2243 baseline station 183+00.51;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 900.75 feet, having a radius of 911.00 feet, a central angle of 56°39'05" and a chord which bears N 61°53'29" W a distance of 864.51 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for an angle point, 313.71 feet right of FM 2243 baseline station 176+41.86;

THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 134.08 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for the beginning of a non-tangent curve to the left, 298.45 feet right of FM 2243 baseline station 175+07.30;

THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 197.90 feet, having a radius of 7,983.00 feet, a central angle of 01°25'13" and a chord which bears S 70°07'54" W a distance of 197.89 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for a point of tangency, 296.00 feet right of FM 2243 baseline station 173+09.42;

THENCE, continuing over and across said JNK Tract 2 and over and across said JNK Tract 1, S 69°25'17" W a distance of 792.54 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for a point of curvature of a curve to the right, 296.00 feet right of FM 2243 baseline station 165+16.88;

THENCE, continuing over and across said JNK Tract 1, along said curve to the right, an arc distance of 696.07 feet, having a radius of 11,217.00 feet, a central angle of 03°33'20" and a chord which bears S 71°11'57" W a distance of 695.96 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set on the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 1 for the most westerly southwest corner of the herein described tract, 287.12 feet right of FM 2243 baseline station 158+35.12, from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, bears S 21°08’16” E a distance of 329.42 feet;

THENCE, with the west line of said JNK Tract 1 and the east line of said Park at Cypress Creek Tract 1, N 21°08'16" W a distance of 80.21 feet to the **POINT OF BEGINNING** and containing 6.124 acres (266,744 square feet) of land more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



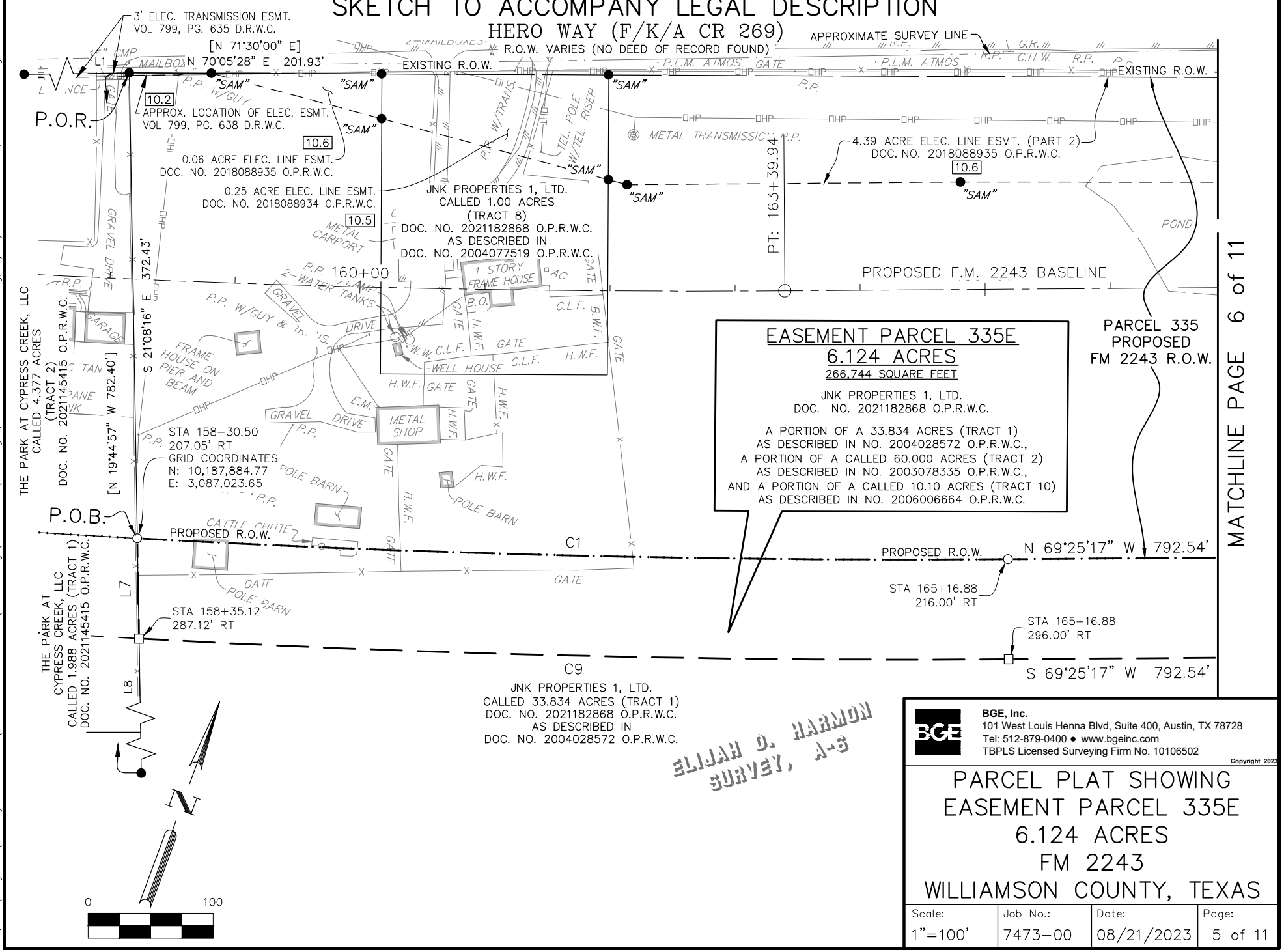
08/21/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 21, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HERO WAY (F/K/A CR 269)



EASEMENT PARCEL 335E
6.124 ACRES
266,744 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

PARCEL 335
PROPOSED
FM 2243 R.O.W.

MATCHLINE PAGE 6 of 11

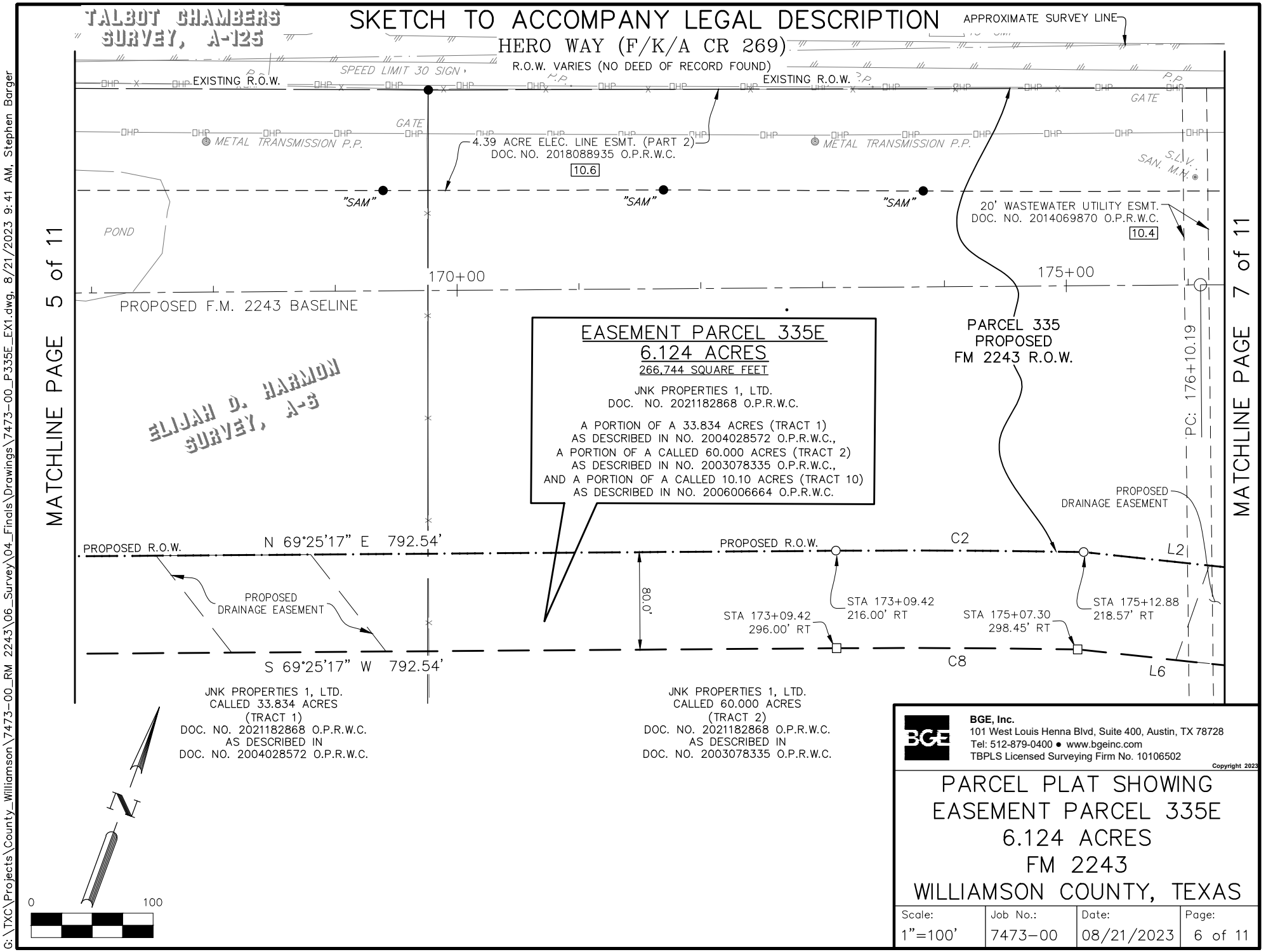
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Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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MATCHLINE PAGE 5 of 11

MATCHLINE PAGE 7 of 11

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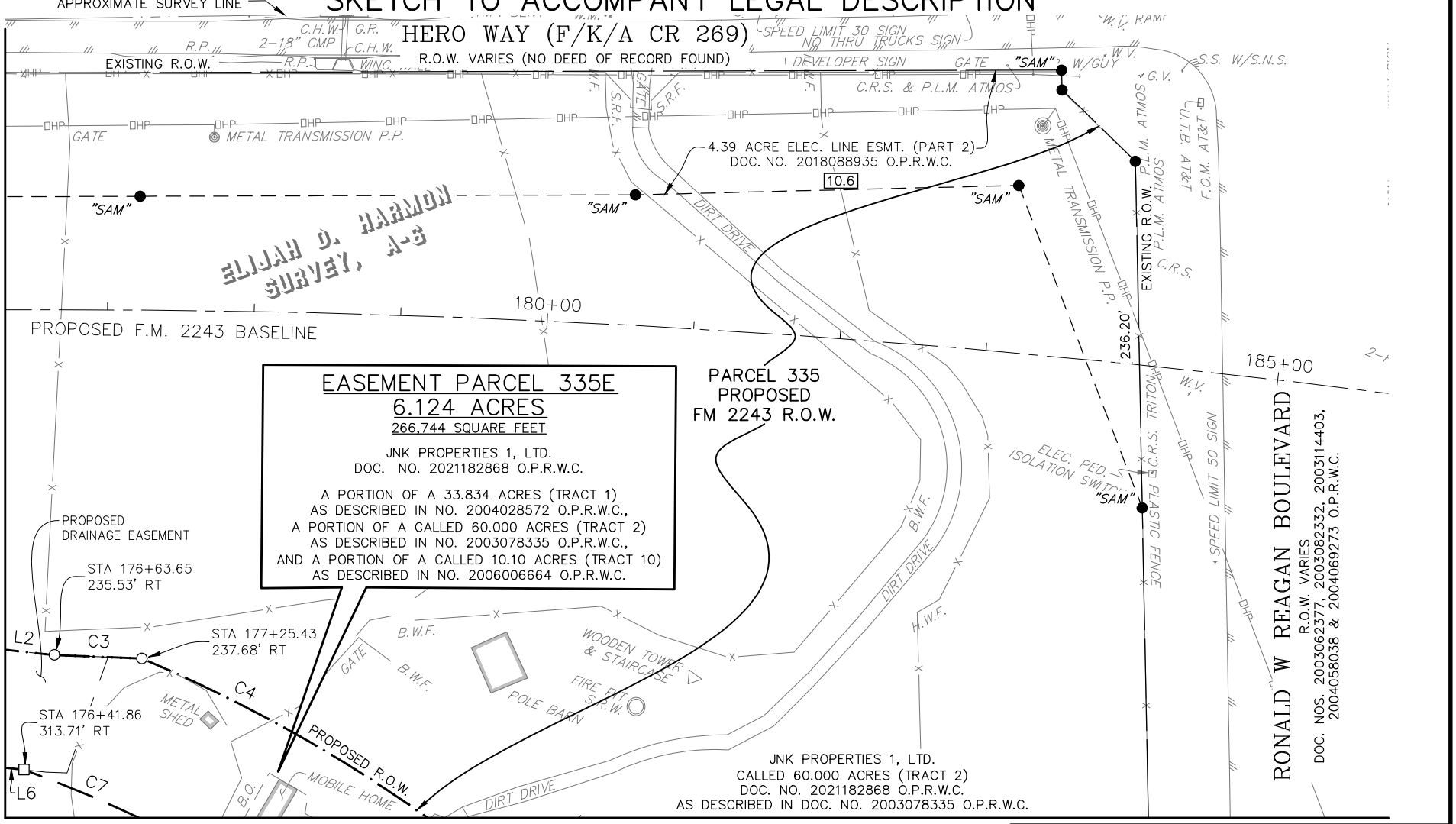
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



MATCHLINE PAGE 6 of 11

MATCHLINE PAGE 8 of 11

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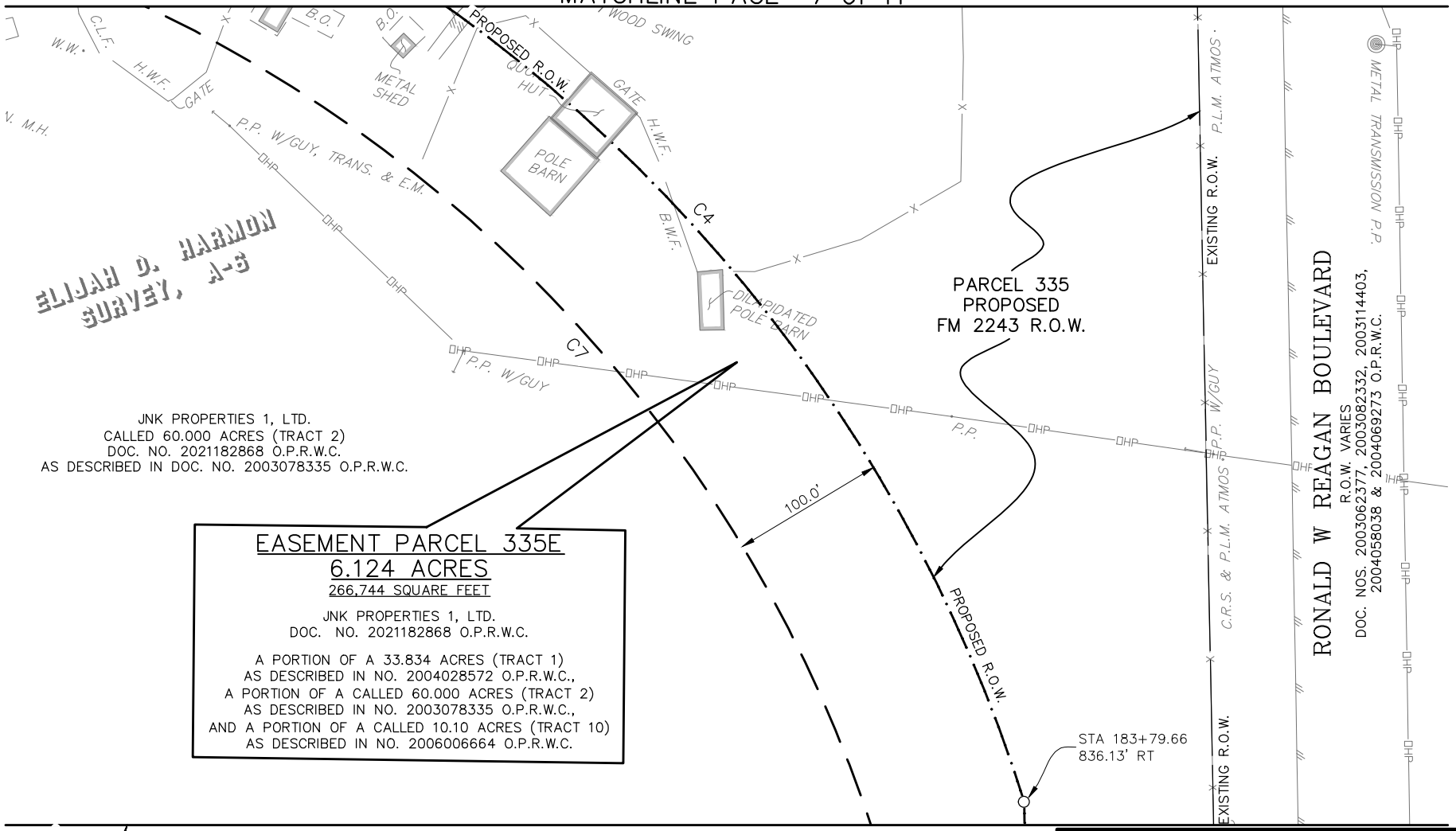
PARCEL PLAT SHOWING EASEMENT PARCEL 335E 6.124 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 7 of 11



EASEMENT PARCEL 335E
6.124 ACRES
266,744 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.,
A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.,
AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.

MATCHLINE PAGE 9 of 11

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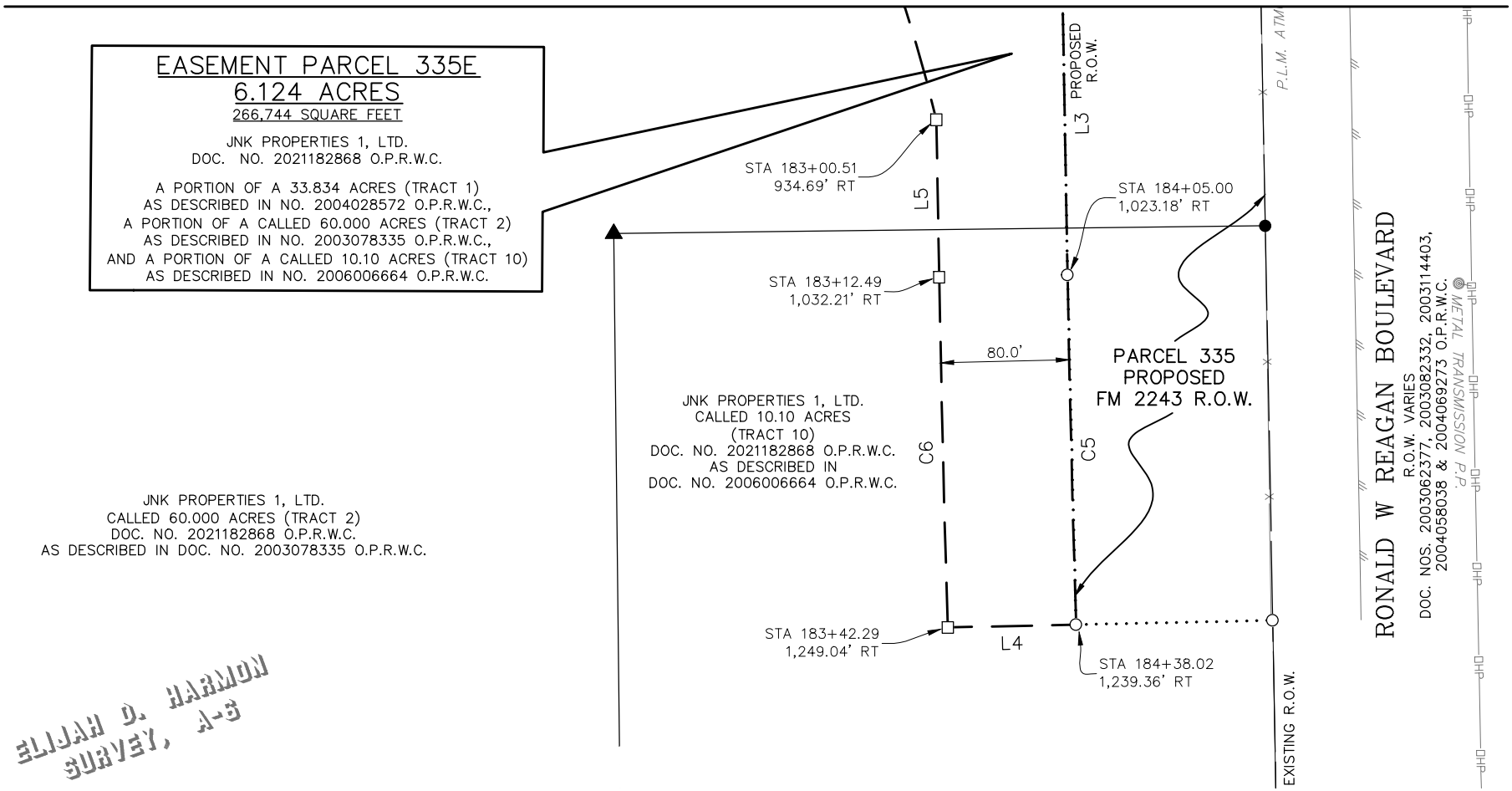
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MATCHLINE PAGE 8 of 11

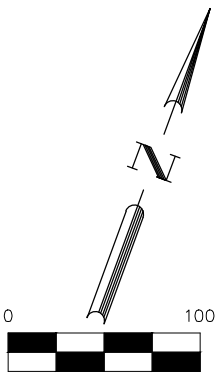
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266,744 SQUARE FEET

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AND A PORTION OF A CALLED 10.10 ACRES (TRACT 10)
AS DESCRIBED IN NO. 2006006664 O.P.R.W.C.



ELIJAH D. HARMON
SURVEY, A-5



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WILLIAMSON COUNTY, TEXAS

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.O.	BLDG. OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.V.	GAS VALVE
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.R.W.	STONE RETAINING WALL
S.R.F.	SPLIT RAIL FENCE
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● *"SAM"*	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
● *"DIAMOND"*	FOUND 1/2" IRON ROD W/CAP "DIAMOND SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
▲	FOUND 60D NAIL
——X——	WIRE FENCE
——o——	METAL FENCE
——HT——	OVERHEAD TELEPHONE
——HP——	OVERHEAD POWER
————	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°02'16" W	1,103.77'
L2	N 75°59'13" E	150.02'
L3	S 21°10'54" E	188.36'
L4	S 68°35'32" W	80.00'
L5	N 21°10'54" W	98.07'
L6	S 75°59'13" W	134.08'
L7	N 21°08'16" W	80.21'
L8	S 21°08'16" E	329.42'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	696.86'	11,137.00'	3°35'06"	N 71°12'51" E	696.75'
C2	203.48'	8,063.00'	1°26'45"	N 70°08'40" E	203.48'
C3	59.82'	8,051.00'	0°25'33"	N 72°08'38" E	59.82'
C4	878.59'	1,011.00'	49°47'30"	S 62°29'25" E	851.20'
C5	217.97'	16,236.00'	0°46'09"	S 21°33'58" E	217.97'
C6	218.29'	16,316.00'	0°46'00"	N 21°33'54" W	218.28'
C7	900.75'	911.00'	56°39'05"	N 61°53'29" W	864.51'
C8	197.90'	7,983.00'	1°25'13"	S 70°07'54" W	197.89'
C9	696.07'	11,217.00'	3°33'20"	S 71°11'57" W	695.96'

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PARCEL PLAT SHOWING
EASEMENT PARCEL 335E
6.124 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE JULY 24, 2022 AND ISSUED ON JULY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



08/21/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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WILLIAMSON COUNTY, TEXAS

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Exhibit "C"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE:_____ , 2024

GRANTOR: JNK PROPERTIES 1, LTD

GRANTOR'S MAILING ADDRESS: _____
_____
_____

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of 6.124 acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines not to exceed a nominal voltage of 138 kV consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above-ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an electric line easement and right-of-way on, over, upon, under, and across

the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith. GRANTOR consents to the construction and modification of the PROJECT on the EASEMENT PROPERTY.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above-stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTOR reserves the right to use and enjoy the surface of the EASEMENT PROPERTY for all purposes, including, without limitation, to cultivate and grow crops; to cultivate gardens, grass, and landscaping as long as any vegetation does not exceed three feet in height; to pasture livestock; to build fences across; to install and maintain site signs as long as they are not greater than three feet in height, to pave the surface, and to temporarily park cars, trucks, and equipment; and to place, across the EASEMENT PROPERTY, roads, streets, driveways,

parking lots, and sidewalks, and utilities so long as such use or uses do not interfere with or adversely interrupt the exercise of the rights granted to GRANTEE herein.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:

_____
JNK PROPERTIES 1, LTD.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ , 2024 by JNK PROPERTIES 1, LTD, GRANTOR, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: _____

EXHIBIT D

County: Williamson
Parcel: 335D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.233 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 33.834 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 1 BEING DESCRIBED IN DOCUMENT NUMBER 2004028572 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.233 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described JNK Tract 1, and at the northwest corner of a called 60.000 acre tract of land described as Tract 2 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2003078335 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped “SAM LLC” found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, bears N 69°41'26" E a distance of 1,374.35 feet, and also from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05’44” E a distance of 1,324.23 feet; Thence, over and across said JNK Tract 1, S 05°57'06" E a distance of 393.30 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,236.14, E: 3,088,021.51) for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 216.00 feet right of FM 2243 baseline station 168+78.29;

THENCE, continuing over and across said JNK Tract 1, S 58°02'31" E a distance of 100.79 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 1, S 69°25'17" W a distance of 126.79 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 1, N 58°02'31" W a distance of 100.79 feet to a calculated point for the northwest corner of the herein described tract, 216.00 feet right of FM 2243 baseline station 167+51.50;

THENCE, continuing over and across said JNK Tract 1, N 69°25'17" E a distance of 126.79 feet to the **POINT OF BEGINNING** and containing 0.233 acre (10,143 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

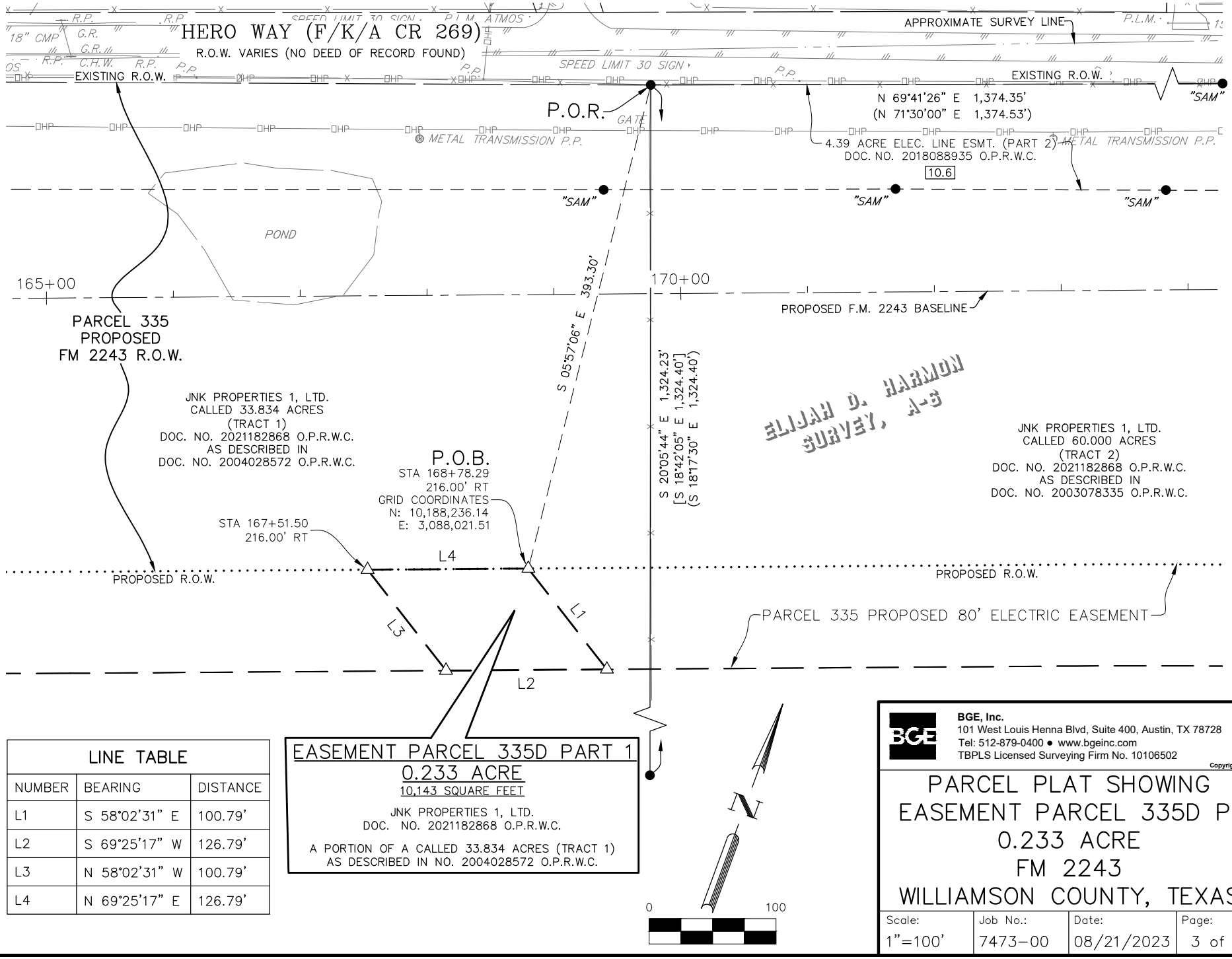


08/21/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 21, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 58°02'31" E	100.79'
L2	S 69°25'17" W	126.79'
L3	N 58°02'31" W	100.79'
L4	N 69°25'17" E	126.79'

EASEMENT PARCEL 335D PART 1
0.233 ACRE
10,143 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A CALLED 33.834 ACRES (TRACT 1)
AS DESCRIBED IN NO. 2004028572 O.P.R.W.C.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P1
0.233 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE AUGUST 14, 2023 AND ISSUED ON AUGUST 21, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

LEGEND

B.	BOLLARD
B.O.	BUILDING OVERHANG
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
M.H.	MANHOLE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
( )	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—X—	WIRE FENCE
—OHP—	OVERHEAD POWER
///	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/21/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P1
0.233 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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EXHIBIT D

County: Williamson
Parcel: 335D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 335D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.152 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 60.000 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 2 BEING DESCRIBED IN DOCUMENT NUMBER 2003078335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.152 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 2, and at the northeast corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, Ltd. by Contribution Deed recorded in said Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped “SAM LLC” found at the intersection with the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by instruments recorded in Document Numbers 2003062377, 2003082332, 2003114403, 2004058038 and 2004069273, all of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 2, and at the northwest corner of a called 5.149 acre tract of land described as Parcel 24 as dedicated in said Document Number 2003082332 of the Official Public Records of Williamson County, Texas, bears N 69°41'26" E a distance of 1,374.35 feet, and also from which a 1/2-inch iron rod found at an angle point on the line common to said JNK Tract 1 and said JNK Tract 2, bears S 20°05’44” E a distance of 1,324.23 feet; Thence, over and across said JNK Tract 2, S 79°41'05" E a distance of 775.31 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,481.80, E: 3,088,716.78) for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said JNK Tract 2, N 75°59'13" E a distance of 46.60 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the right, 235.53 feet right of FM 2243 baseline station 176+63.65;

THENCE, continuing over and across said JNK Tract 2, along said curve to the right, an arc distance of 36.62 feet, having a radius of 8,051.00 feet, a central angle of 00°15'38" and a chord which bears N 72°03'40" E a distance of 36.62 feet to a calculated point for the northeast corner of the herein described tract, 236.85 feet right of FM 2243 baseline station 177+01.47;

THENCE, continuing over and across said JNK Tract 2, S 00°42'31" E a distance of 83.74 feet to a calculated point at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract;

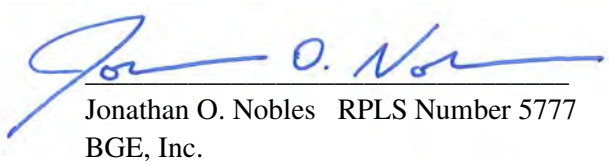
THENCE, continuing over and across said JNK Tract 2, along said curve to the left, an arc distance of 14.46 feet, having a radius of 7,971.00 feet, a central angle of 00°06'14" and a chord which bears S 71°57'45" W a distance of 14.46 feet to a calculated angle point;

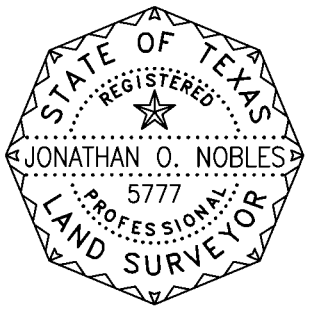
THENCE, continuing over and across said JNK Tract 2, S 75°59'13" W a distance of 68.35 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said JNK Tract 2, N 00°42'31" W a distance of 82.21 feet to the **POINT OF BEGINNING** and containing 0.152 acre (6,641 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



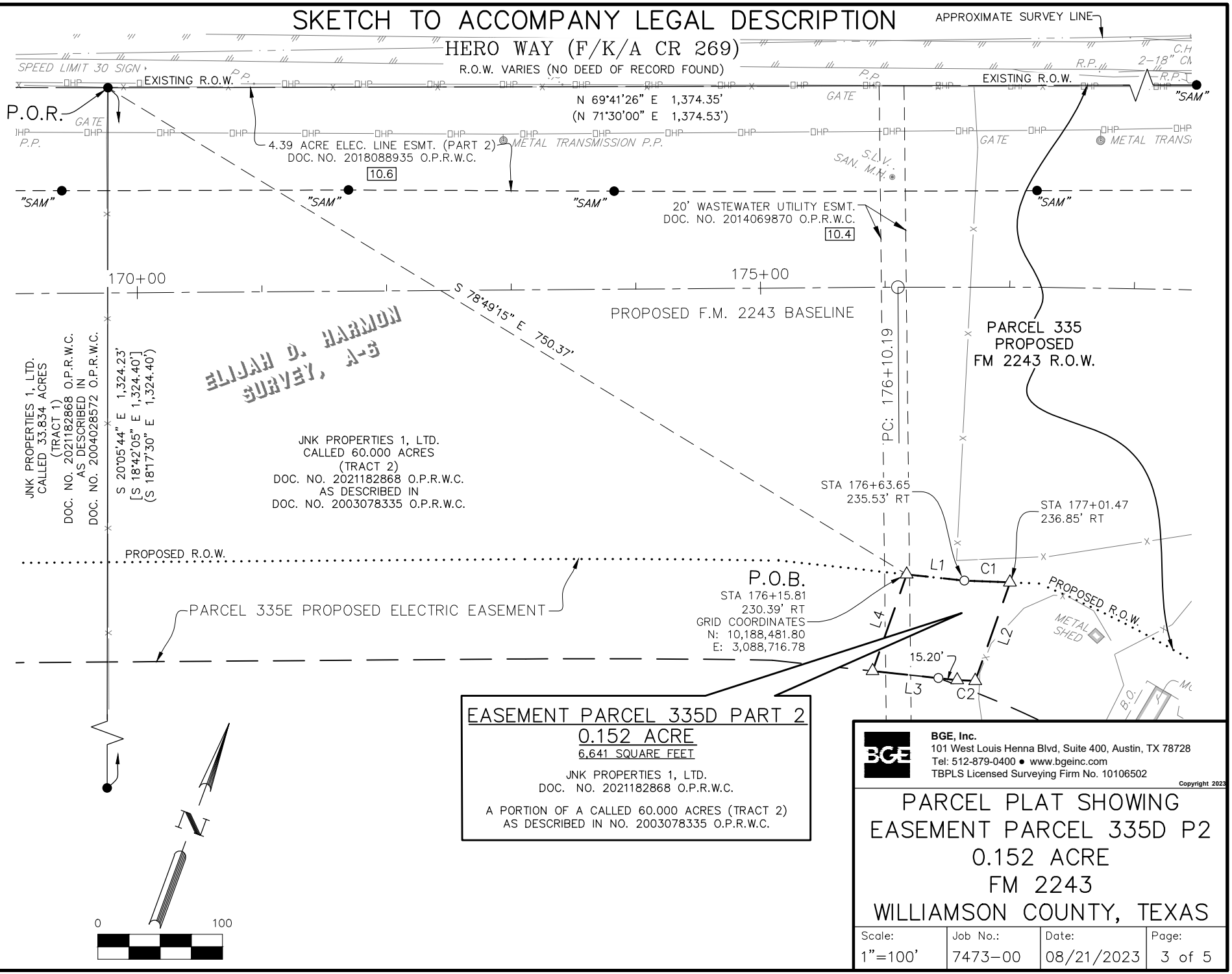


08/21/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 21, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL 335D PART 2
0.152 ACRE
6,641 SQUARE FEET

JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.

A PORTION OF A CALLED 60.000 ACRES (TRACT 2)
AS DESCRIBED IN NO. 2003078335 O.P.R.W.C.

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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P2
0.152 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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LEGEND

B.	BOLLARD
B.O.	BUILDING OVERHANG
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
M.H.	MANHOLE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
( )	RECORD INFO., DOC. NO. 2003078335 O.P.R.W.C.
[ ]	RECORD INFO., DOC. NO. 2004028572 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
● *"SAM"*	FOUND 5/8" IRON ROD W/CAP "SAM LLC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.5	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 75°59'13" E	46.60'
L2	S 00°42'31" E	83.74'
L3	S 75°59'13" W	68.35'
L4	N 00°42'31" W	82.21'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	36.62'	8,051.00'	0°15'38"	N 72°03'40" E	36.62'
C2	14.46'	7,971.00'	0°06'14"	S 71°57'45" W	14.46'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P2
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G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P335D P2_EX1.dwg, 8/21/2023 3:19 PM, Stephen Barger

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164948, DATED EFFECTIVE AUGUST 14, 2023 AND ISSUED ON AUGUST 21, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 824, PAGE 41, AND VOLUME 825, PAGE 566, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 649, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A WASTEWATER UTILITY EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2014069870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018088935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



08/21/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2023

PARCEL PLAT SHOWING
EASEMENT PARCEL 335D P2
0.152 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/21/2023	5 of 5

Exhibit 'E"

DRAINAGE EASEMENT
Hero Way

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That **JNK PROPERTIES 1, LTD** their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

Tract One:
All of that certain 0.233-acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; said tract further described by metes and bounds in Exhibit "D" attached hereto and incorporated herein **(Parcel 335DE1).**

Tract Two:
All of that certain 0.152-acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; said tract further described by metes and bounds in Exhibit "E" attached hereto and incorporated herein **(Parcel 335DE2).**

The perpetual easement, rights, and privileges herein granted shall be used for the purposes of opening, constructing, and maintaining a permanent drainage way and/or channel, along with any structures, pipes, and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibits "A-B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights, and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell, and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

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. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind its heirs, executors, administrators, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights, and privileges granted herein are non-exclusive, however Grantor, its successors, and assigns covenant not to convey any other easement or conflicting rights within, or otherwise use for drainage purposes, the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____day of _____, 2024.

[signature page follows]

GRANTOR:

_____

JNK PROPERTIES 1, LTD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by JNK PROPERTIES 1, LTD, in the capacity and for the purposes and consideration recited herein.

_____
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:

Filed: 10/28/2025 11:39 AM
Nancy E. Rister, County Clerk
Williamson County, Texas
By: Kelly Phillips, Deputy Clerk

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 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: Steve Snell (Oct 23, 2025 10:52:28 CDT)
Steven Snell, County Judge

Its: Williamson County Judge

Date: Oct 23, 2025

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: Steve Snell (Oct 23, 2025 10:52:28 CDT)
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: Steve Snell (Oct 23, 2025 10:52:28 CDT)
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: Steve Snell (Oct 23, 2025 10:52:28 CDT)
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: Steve Snell (Oct 23, 2025 10:52:28 CDT)
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: Steve Snell (Oct 23, 2025 10:52:28 CDT)
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

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Justin Hodge
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jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
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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

10/21/25 Agenda item #59

Final Audit Report 2025-10-23

Created:	2025-10-21
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArOsaMGAYfHUu9I-A87r10Pn7krclPMJP

"10/21/25 Agenda item #59" History

Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2025-10-21 - 8:29:02 PM GMT

Document emailed to Delia Colon (delia.colon@wilcotx.gov) for signature
2025-10-21 - 8:30:42 PM GMT

Email viewed by Delia Colon (delia.colon@wilcotx.gov)
2025-10-21 - 8:31:47 PM GMT

Document signing delegated to Steve Snell (steve.snell@wilcotx.gov) by Delia Colon (delia.colon@wilcotx.gov)
2025-10-21 - 8:33:26 PM GMT

Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature
2025-10-21 - 8:33:26 PM GMT

Email viewed by Steve Snell (steve.snell@wilcotx.gov)
2025-10-23 - 3:37:58 PM GMT

Document e-signed by Steve Snell (steve.snell@wilcotx.gov)
Signature Date: 2025-10-23 - 3:52:29 PM GMT - Time Source: server

Agreement completed.
2025-10-23 - 3:52:29 PM GMT

Adobe Acrobat Sign

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Victoria Jeffers on behalf of Adam Hill
Bar No. 24115847
Victoria@scrrlaw.com
Envelope ID: 107371580
Filing Code Description: No Fee Documents
Filing Description: Rule 11 Settlement Agreement
Status as of 10/28/2025 11:47 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Justin Hodge	24036791	Jhodge@mehlaw.com	10/28/2025 11:39:19 AM	SENT
Michelle Clawson		michelle@cityattorneytexas.com	10/28/2025 11:39:19 AM	SENT
Adam Hill		Adam@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Erik Cardinell		Erik@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Victoria Jeffers		Victoria@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Penny Smith		Penny@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Paige Saenz		paige@cityattorneytexas.com	10/28/2025 11:39:19 AM	SENT

Associated Case Party: Williamson County, Texas

Name	BarNumber	Email	TimestampSubmitted	Status
Donald Childs	795056	don@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Lisa Dworaczyk		lisad@scrrlaw.com	10/28/2025 11:39:19 AM	SENT

Associated Case Party: JNK Properties 1, Ltd.

Name	BarNumber	Email	TimestampSubmitted	Status
Kyle Baum	24082664	kbaum@mehlaw.com	10/28/2025 11:39:19 AM	SENT
Graham Taylor	24110433	gtaylor@mehlaw.com	10/28/2025 11:39:19 AM	SENT

Commissioners Court - Regular Session **75.**

Meeting Date: 11/04/2025

Bickerstaff engagement agreement (mitchell)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and County employees, Kayla Allison and Mayra Torres, and former County employee, Kareem Elashkar, in relation to the matter of Civil Action No. 1:25-cv-00953-ADA, *Rashad Dale Mitchell v. Kayla Allison, et al.,* In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4), Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mitchell Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:24 AM
Form Started By: Shannon Francis		Started On: 10/28/2025 11:06 PM
Final Approval Date: 10/29/2025		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County, and its employees Kayla Allison and Mayra Torres, and former employee, Kareem Elashkar.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do

we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP



By:_____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County Defendants, including County employees, Kayla Allison and Mayra Torres, and former County employee, Kareem Elashkar, in Civil Action No. 1:25-CV-00953-ADA, *Mitchell v. Ailison, et al.*, in the United States District Court for the Western District of Texas – Austin Division, as well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

EXHIBIT D—VERIFICATIONS
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2. Pursuant to Texas Government Code, Chapter 2252, as amended, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

3. Pursuant to Chapter 2276 of the Texas Government Code the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4. Pursuant to Chapter 2274 of the Texas Government Code, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, "Company" is defined in Section 2274.001(2), Texas Government Code.

SIGNED BY: 

GUNNAR P. SEAQUIST

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.

Commissioners Court - Regular Session **76.**

Meeting Date: 11/04/2025

Bickerstaff engagement agreement (thomas)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and County employee, Rex Forehand, in relation to the matter of Civil Action No.1-25-cv-01546-RP, *Andre Marcus Thomas v. Dr. Todd C. Harris, et al.,* In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4), Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thomas Agreemnet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 08:24 AM
Form Started By: Shannon Francis		Started On: 10/28/2025 10:57 PM
Final Approval Date: 10/29/2025		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County, and its employee Ray Forehand.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters

or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

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Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

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Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP



By:_____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County and its employees, including Ray Forehand, in Civil Action No. 1:25-CV-01546-RP-DH, *Thomas v. Harris, et al.*, in the United States District Court for the Western District of Texas – Austin Division, as well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

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Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

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Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

EXHIBIT D—VERIFICATIONS
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2. Pursuant to Texas Government Code, Chapter 2252, as amended, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

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SIGNED BY: 

GUNNAR P. SEAQUIST

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