

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 11, 2024
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

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.

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 3 – 24)

3. Discuss, consider, and take appropriate action on a line item transfer for Constable 4.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0554-003010	COMPUTER EQUIPMENT < \$5000	\$1484.40
TO	0100-0554-001114	CERTIFICATIONS	\$1200.00
TO	0100-0554-002010	FICA	\$91.80
TO	0100-0554-002020	RETIREMENT	\$192.60

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0494-004999	Miscellaneous	\$100.00
From	0100-0494-004350	Printed Materials& Binding	\$415.00
To	0100-0494-003900	Membership Dues	\$515.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P487	\$81,200.00
To	0200-0210-004711	Tax Appraisal District	\$81,200.00

6. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
7. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 06/06/2024 for the Williamson County Tax Assessor/Collector.
8. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
9. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant from Best Friends Animal Society.
10. Discuss, consider, and take appropriate action on authorizing the termination of the Services Contract for Livestock Wrangler for Impoundment & Disposition of Estrays with Keith Pajestka, effective July 11, 2024, and that appropriate officials take necessary actions to provide notice of such termination of the agreement.
11. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Santa Rita Master Community for off duty contracting of County Sheriff Deputies to be effective June 11, 2024 (located in Liberty Hill).
12. Discuss, consider and take appropriate action on rejecting proposals submitted for RFP #24RFP35 Countywide Disaster Related Debris Removal Services and request that information related to the competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed bids under the new RFP #24RFP60.
13. Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2, providing design & engineering services relating to the Animal Shelter HVAC Fixes to Ramirez-Simon Engineering, LLC, in the amount of \$51,900.00 and authorize execution of the agreement.
14. Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 to Ramirez Simon Engineering, LLC, relating to the Chilled Water (CHW) System Evaluation at SO/JAIL for Facilities Management, in the amount of \$15,300.00 and authorize execution of the agreement.
15. Discuss, consider, and take appropriate action on approving rental Contract #2024208 with Kinloch Equipment & Supply, Inc. to rent a heavy equipment mechanical sweeper in the amount of \$36,000.00 for a 3-month term and authorizing the execution of the lease agreement.

16. Discuss, consider, and take appropriate action on approving the Purchase Contract #2024203 for truck mounted attenuators for the Road and Bridge Department from Traffic & Parking Control Co. Inc. in the amount of \$74,826.00 pursuant to Co-Op OMNIA Partners Contract #2020-200 and authorizing the execution of the contract.
17. Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB91 for Texas Materials Group in the amount of -\$307,923.76 for O'Connor Drive Milling and Overlay. Funding source: 01.0200.0210.003599.
18. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire December 31, 2026 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.
19. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Bartlett Farms MUD of Williamson County, Texas.
20. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 6 Section 3 subdivision – Precinct 2.
21. Discuss, consider and take appropriate action on approval of the final plat for the BC 207 subdivision – Precinct 2.
22. Discuss, consider and take appropriate action on approval of the final plat for The Cove Phase 2 subdivision – Precinct 4.
23. Discuss, consider and take appropriate action on approving the final plat for the Beyersville Expanse subdivision – Precinct 4.
24. Discuss, consider and take appropriate action on ratifying and approving the final plat for the Firefly Pointe Phase 1 subdivision – Precinct 4.

REGULAR AGENDA

25. Discuss, consider, and take appropriate action on a proclamation celebrating that most Texan of holidays, Juneteenth.
26. Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.
27. Discuss, consider and take appropriate action on naming two roads at the Williamson County Exposition Center.

- 28. Discuss, consider and take appropriate action on the engagement of the firm of Secretariat Advisors, LLC to provide expert litigation consulting services in relation to the matter of Williamson County, Texas vs. Ritter Botkin Prime Construction, Inc and Great American Insurance Company of New York in the 368th Judicial District Court, Williamson County, Texas; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

- 29. Discuss, consider and take appropriate action on directing the Williamson County Attorney's office to file a Declaratory Judgment Action on a Public Information Act request based on conflicting rulings.

- 30. Discuss, consider and take appropriate action regarding the engagement of the law firm of White Espey, PLLC to provide legal representation as it relates to workers' compensation matters on behalf of Williamson County; 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 Tex. Loc. Gov't Code § 262.024(a)(4).

- 31. Discuss, consider and take appropriate action on awarding RFP #24RFP36 Countywide Disaster Related Debris Monitoring Services to the highest scoring proposer, Tetra Tech, Inc. and authorizing the execution of associated documents.

- 32. Discuss, consider, and take appropriate action on awarding RFP #24RFP46 for the HVAC Air Filter Maintenance Services for Williamson County, Texas, to Tex-Air Filters and authorizing execution of the agreement.

- 33. Receive and acknowledge approval of Change Order No. 1 from J.T. Vaughn Construction Co. for the Historic Courthouse - Exterior Painting Project in the amount of \$13,327.00, which was approved by Williamson County Facilities County Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

- 34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$441.00

- 35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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	0100.0510.003670	Use of Donations	\$441.00
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36. Discuss, consider, and take appropriate action on a line item transfer for the Park's Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004509	Facility Enhancements	\$60,000.00
From	0100.0510.004510	Facility Repairs	\$20,000.00
From	0100.0510.004542	Grounds Maintenance	\$25,000.00
From	0100.0510.005711	Heavy Equipment >\$5,000	\$30,000.00
To	0100.0510.004514	Park Maint-Roads & Parking Lot	\$135,000.00

37. Discuss, consider, and take appropriate action on transferring \$40,000 from P374 (Thrall Street) to P371 (East Wilco Highway Corridor E2) and move the remaining amount of \$20,344.80 from P374 (Thrall Street) to P372 (East Wilco Highway Corridor E3). Also to transfer \$2,000,000 from P399 (2019 Road Bond Non-Departmental) to P366 (CR 332 Realignment).

38. Discuss, consider, and take appropriate action on transferring \$145,000 from P457 (LTP ROW) to P600 (Chandler Corridor Segment 2).

39. Discuss, consider, and take appropriate action on transferring \$24,649.54 from P592 (Blackland Hailstorm) and \$42,926.46 from P589 (Berry Springs Hailstorm) to P696 (SWRP Parking Lot Paving).

40. Discuss, consider and take appropriate action on a Development Agreement with Hutto 525 Development Partners for improvements to CR 133.

41. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Corridor C (SH 29 Bypass) contract between Williamson County and AtkinsRéalisis relating to the Road Bond Program. Project: P459 Fund Source: Road Bonds

42. Discuss, consider and take appropriate action on a purchase contract with LCRA Transmission Services for 8.396 acres needed as right of way on the Hero Way project. Funding Source: TANS P588

43. Discuss, consider and take appropriate action on a correction deed with Santa Rita Commercial LLC regarding 0.1956 AC required as right of way on the Ronald Reagan Widening construction project (Parcel 14P1). Funding Source: Road Bonds P366

44. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (Lot 1 of Teichelman acres and 2.69 acres out of the Jacob Ebberly survey) required for the construction of Corridor A-2. (2600 Bluebonnets LLC) Funding Source: TANS P588

45. Discuss, consider and take appropriate action on a Donation Deed of 0.576 acres on Stubblefield Lane owned by Williamson County to the City of Liberty Hill in exchange for right of way required for the construction of the Liberty Hill Bypass construction project.
46. Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Copeland, Texas and Williamson County, Texas in the design and construction costs related to the CR 458 project. Funding Source: Road Bonds P678
47. Discuss, consider and take appropriate action on a purchase contract with JBS Holdings LP for 3.854 acres needed as right of way on the Bagdad Rd. @ CR 278 project. (parcel 6). Funding Source: Road Bond P438

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)."

48. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

 - a) Discuss the acquisition of real property: CR 332
 - b) Discuss the acquisition of real property for CR 143
 - c) Discuss the acquisition of real property for County Facilities.
 - d) Discuss the acquisition of real property for CR 255.
 - e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
 - f) Discuss the acquisition of real property for future SH 29 corridor.
 - g) Discuss the acquisition of right-of-way for Hero Way.
 - h) Discuss the acquisition of right-of-way for E. Wilco Highway.
 - i) Discuss the acquisition of right-of-way for Corridor A.
 - j) Discuss the acquisition of right-of-way for Corridor B
 - k) Discuss the acquisition of right-of-way for Corridor C.
 - l) Discuss the acquisition of right-of-way for Corridor D.
 - m) Discuss the acquisition of right-of-way for Corridor E.
 - n) Discuss the acquisition of right-of-way for Corridor F
 - o) Discuss the acquisition of right-of-way for Corridor H
 - p) Discuss the acquisition of right of way for Corridor J.
 - q) Discuss the acquisition of right of way for Corridor K.
 - r) Discuss the acquisition of right of way for Corridor I.
 - s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
 - t) Discuss the acquisition of right-of-way for CR 313.
 - u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
 - v) Discuss the acquisition of right of way for CR 314.
 - w) Discuss the acquisition of real property for the Seward Junction Loop
 - x) Discuss the acquisition of real property for CR 110N
 - y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas

z) Discuss the acquisition of real property for the Long Range Transportation Plan.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
- c) Sale of property located 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property

49. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

- a) Project Skyfall
- b) Project Soul Train
- c) Project School Bus

50. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

- 1. Litigation or claims or potential litigation or claims against the County or by the County
- 2. Status Update-Pending Cases or Claims
- 3. Employee/personnel related matters
- 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

b. Litigation:

- 1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
- 2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
- 3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
- 4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
- 5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
- 6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
- 7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
- 8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
- 9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
- 10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas

11. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
16. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
20. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
21. Cause No. 23-2583-C480; Chauncy Williams v. Adrienne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas
22. Cause No. 3-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.

51. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).
52. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
53. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

54. Discuss and take appropriate action concerning economic development.

55. Discuss and take appropriate action concerning real estate.

56. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. **General:**
 1. Litigation or claims or potential litigation or claims against the County or by the County
 2. Status Update-Pending Cases or Claims
 3. Employee/personnel related matters
 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - b. **Litigation:**
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States District Court for the Western District of Texas, Austin Division

18. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division

19. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division

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1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.

2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.

57. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

58. Comments from Commissioners.

59. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the 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 the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravell, Jr., 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 7th day of June 2024 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

3.

Meeting Date: 06/11/2024

Constable 4 Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Constable 4.

Background

During the FY 25 budget preparation period, it was discovered that PCN 0309 is entitled to receive TCOLE Advanced Certification pay at \$100 per month, which is currently not being paid. To properly compensate the employee and at the direction of the Auditor's office, a line item transfer is being requested to cover the shortfall for this fiscal year beginning October 1, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0554-003010	COMPUTER EQUIPMENT < \$5000	\$1484.40
TO	0100-0554-001114	CERTIFICATIONS	\$1200.00
TO	0100-0554-002010	FICA	\$91.80
TO	0100-0554-002020	RETIREMENT	\$192.60

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Brian Olson

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/05/2024 03:42 PM

06/06/2024 07:54 AM

Started On: 06/03/2024 04:04 PM

Commissioners Court - Regular Session

4.

Meeting Date: 06/11/2024

Approval of Line Item Transfer to cover additional membership expenses

Submitted For: Joy Simonton

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

This is to cover additional membership expenses for additional staff position, and additional memberships for existing staff to obtain a discounted rate for conference registration.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0494-004999	Miscellaneous	\$100.00
From	0100-0494-004350	Printed Materials& Binding	\$415.00
To	0100-0494-003900	Membership Dues	\$515.00

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Budget Office
 Form Started By: Kerstin Hancock
 Final Approval Date: 06/06/2024

Reviewed By

Joy Simonton
 Becky Pruitt
 Saira Hernandez

Date

06/06/2024 08:19 AM
 06/06/2024 08:30 AM
 06/06/2024 09:26 AM
 Started On: 05/30/2024 04:41 PM

Commissioners Court - Regular Session

5.

Meeting Date: 06/11/2024

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson

Submitted By: Jenifer Favreau, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer has been requested by the Budget Office in order to cover a shortfall due to the actual WCAD numbers calculated after the adoption of the FY24 budget coming in above the estimated amount budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P487	\$81,200.00
To	0200-0210-004711	Tax Appraisal District	\$81,200.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/05/2024 03:41 PM

06/06/2024 07:54 AM

Started On: 06/03/2024 08:19 AM

Commissioners Court - Regular Session

6.

Meeting Date: 06/11/2024

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
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Attachments

Merit Report

Merit LIT

Form Review

Inbox

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kayla Marek
Final Approval Date: 06/06/2024

Reviewed By

Rebecca Clemons
Becky Pruitt

Date

06/06/2024 08:27 AM
06/06/2024 08:36 AM
Started On: 06/06/2024 08:14 AM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk Judicial	Division Supervisor.0665.001100.	16203	\$65,567.06	\$1,966.90	3.00	\$67,533.96	-	MERIT	21-Jun-24
Elections	Elections Administrator.0770.001100.	16835	\$125,454.16	\$5,018.26	4.00	\$130,472.42	-	MERIT	7-Jun-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	8002	001130		1,966.90
01	0100	8002	002010		150.47
01	0100	8002	002020		315.69
01	0100	0404	001100	1,966.90	
01	0100	0404	002010	150.47	
01	0100	0404	002020	315.69	
01	0100	8001	001130		5,018.26
01	0100	8001	002010		383.90
01	0100	8001	002020		805.43
01	0100	0492	001100	5,018.26	
01	0100	0492	002010	383.90	
01	0100	0492	002020	805.43	

Commissioners Court - Regular Session

7.

Meeting Date: 06/11/2024

Property Tax Refunds – Over 2500 – Thru 06/06/2024

Submitted For: Larry Gaddes

Submitted By: Renee Clark, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 06/06/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

041224-060624 Refunds Over 2500

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 08:34 AM

Started On: 06/05/2024 04:02 PM

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: June 6, 2024
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list, which includes these property tax refunds, for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office:

904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601

www.wilcotx.gov/taxoffice

Annex Locations:

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

3:57 PM
06/05/24

Property Tax
Account QuickReport
As of June 6, 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Refunds Payable - Taxpayers					
Check	05/31/2024	105834	CORELOGIC TAX SERVICES, LLC	R465455 - Overpayment	-9,713.33
Check	05/31/2024	105835	CORELOGIC	R567769 - Overpayment	-6,270.48
Total Refunds Payable - Taxpayers					-15,983.81
TOTAL					<u>-15,983.81</u>

Commissioners Court - Regular Session

8.

Meeting Date: 06/11/2024

Justice of the Peace 4 May 2024 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM MAY 2024

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 08:34 AM

Started On: 06/05/2024 05:37 PM

**IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE**

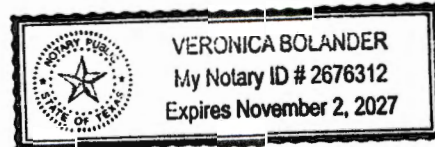
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of May 2024.



**RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR**

This 4th day of June 2024, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Deposit Date: 05/01/2024 - 05/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Final Totals		Fee Totals	Transaction Totals
Total Payments		91,850.09	91,850.09
Total Adjustments Impacting Payments		(276.00)	(276.00)
Final Fee Code Totals		91,574.09	91,574.09
Tender Method Summary			
Tender Types	Cash	10,370.34	10,370.34
	Cashier's Check	331.39	331.39
	Certified Payments Credit Card	40,703.71	40,703.71
	Check	2,095.00	2,095.00
	Credit Card	20,670.40	20,670.40
	E-File Credit Card	16,242.25	16,242.25
	Money Order	1,437.00	1,437.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 05/01/2024 - 05/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	500.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,051.97
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	515.53
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	50.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	11,168.69
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	10,200.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	2.92
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	573.53
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	693.16
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	36,268.31
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	918.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,655.05
0100 - General Fund Total:		66,597.16
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	0.97
0361 - JP Security Fund Total:		0.97
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	8.33
0365 - Child Safety Fund Total:		8.33
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	100.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	1.22
0369 - JP-4 Truancy Program Fund Total:		101.22
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,530.00
0370 - Alternate Dispute Resolution Fund Total:		1,530.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 05/01/2024 - 05/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	0.98
0372 - Justice Court Technology Fund Total:		0.98
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	0.49
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	9.73
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	15,690.20
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	504.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	0.98
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	1.46
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	261.75
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	3.12
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,141.88
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.49
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	448.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	269.35
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	3.48
0399 - State Agency Fund Total:		23,335.43
Fee Totals for All Funds:		91,574.09

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 05/01/2024 - 05/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	2.92	2	0.00	0	0.00	0	2.92	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	24.19	6	0.00	0	0.00	0	24.19	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	246.23	63	0.00	0	(5.00)	1	241.23	64
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	13.18	6	0.00	0	0.00	0	13.18	6
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	20.00	4	0.00	0	0.00	0	20.00	4
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	998.77	245	0.00	0	0.00	0	998.77	245
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	15,752.20	319	0.00	0	(62.00)	1	15,690.20	320
2020CDF	Compliance Dismissal Fine	250.00	25	0.00	0	0.00	0	250.00	25
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	266.66	28	0.00	0	0.00	0	266.66	28
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,669.05	327	0.00	0	(14.00)	1	3,655.05	328
2020LTF	Local Traffic Fine (TC 542.403)	368.48	149	0.00	0	0.00	0	368.48	149
2020STF	State Traffic Fine (TC 542.4031)	6,141.88	149	0.00	0	0.00	0	6,141.88	149
2020TPF	Time Payment Fee CCP 102.030	693.16	88	0.00	0	0.00	0	693.16	88
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	543.64	12	0.00	0	0.00	0	543.64	12
AB	Abstract	20.00	1	0.00	0	0.00	0	20.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	0.52	1	0.00	0	0.00	0	0.52	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	0.70	1	0.00	0	0.00	0	0.70	1
CB	Cash Bond	500.00	2	0.00	0	0.00	0	500.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	9.73	2	0.00	0	0.00	0	9.73	2
CCOP	Civil Copies	2.25	2	0.00	0	0.00	0	2.25	2
CERT	Certified Copy	9.75	1	0.00	0	0.00	0	9.75	1
CFINE	County Fine	36,172.99	305	290.32	4	(195.00)	1	36,268.31	310
CHS	Courthouse Security Fee (CCP 102.017)	0.73	2	0.00	0	0.00	0	0.73	2
CHSJC	JP Security Fee (CCP 102.017)	0.24	2	0.00	0	0.00	0	0.24	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.46	2	0.00	0	0.00	0	1.46	2
COLLFEE	Collection Agency Fee	2,051.97	27	0.00	0	0.00	0	2,051.97	27
CONT4	Constable Service Fee Pct #4	6,800.00	70	0.00	0	0.00	0	6,800.00	70

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 05/01/2024 - 05/31/2024 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	8.33	1	0.00	0	0.00	0	8.33	1
DDF	Deferred Disposition Fee	1,695.99	22	0.00	0	(290.32)	4	1,405.67	26
FNTC1	Child Safety Seat Fine Trauma Center	448.50	4	0.00	0	0.00	0	448.50	4
IDF	Indigent Defense Fee (LGC 133.107)	0.49	2	0.00	0	0.00	0	0.49	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	0.98	2	0.00	0	0.00	0	0.98	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	0.98	2	0.00	0	0.00	0	0.98	2
JTP	Juvenile Truancy Program (CCP 102.0174)	1.22	2	0.00	0	0.00	0	1.22	2
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,530.00	307	0.00	0	0.00	0	1,530.00	307
SB41JCSF	Justice Court Support Fund	7,650.00	307	0.00	0	0.00	0	7,650.00	307
SB41LAF	Language Access Fund - LGC 135.155	918.00	307	0.00	0	0.00	0	918.00	307
SB41SCF	State Consolidated Fee	504.00	25	0.00	0	0.00	0	504.00	25
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFC4	Service/Arrest Fee - Const. 4	5.70	2	0.00	0	0.00	0	5.70	2
SFMCWV	State Fine - Motor Carrier Weight Violation	269.35	5	0.00	0	0.00	0	269.35	5
STF	State Traffic Fee (TC 542.4031)	3.12	1	0.00	0	0.00	0	3.12	1
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TFC	Traffic	0.31	1	0.00	0	0.00	0	0.31	1
TP	Time Payment Fee	3.48	1	0.00	0	0.00	0	3.48	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.49	2	0.00	0	0.00	0	0.49	2
TPWF	Texas P&W Fine	515.53	8	0.00	0	0.00	0	515.53	8
WEEXEC	Writ of Execution	25.00	6	0.00	0	0.00	0	25.00	6
WF	Warrant Fee	6.92	1	0.00	0	0.00	0	6.92	1
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF4	Constable #4 - Writ Service Fee	3,400.00	18	0.00	0	0.00	0	3,400.00	18
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		91,850.09	2,887	290.32	4	(566.32)	8	91,574.09	2,899

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 5/01/2024-5/31/2024

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$3,655.05	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,279.27		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,305.38		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$1,044.30		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$26.10		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$3,655.05	\$3,655.05			100.000000%
Collected	\$3,655.05				

Commissioners Court - Regular Session

9.

Meeting Date: 06/11/2024

Best Friends Agreement and Investment

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Best Friends Animal Society recognizes the Williamson County Regional Animal Shelter as a mentor organization and wants to support the lifesaving efforts of the shelter with a \$2,500 investment.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Best Friends Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 06/05/2024

Reviewed By

Becky Pruitt

Date

06/05/2024 03:43 PM

Started On: 06/05/2024 11:12 AM

BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society (“Best Friends”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the “Grant”). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient’s [IRS FORM W9](#).

This grant agreement (“Agreement”) will govern the terms of the Grant. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” The Parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both Parties (the “Effective Date”).

AGREEMENT

Grant Agreement Reference:

Recipient Business Name: Williamson County Regional Animal Shelter

Recipient Contact Name: Misty Valenta

EIN: 74-6000978

Grant Name: Hill Country Humane Society Mentorship Grant

Amount: \$2,500

Grant Term: 6 months (the “Term”)

Best Friends Representative: Leah Long

Section 1. Use of Grant Fund.

The project is generally described as the following and more specifically described throughout this Agreement (the “Project”). Under this Agreement, Best Friends will provide unrestricted grant funding to the recipient as recognition of the support it will provide to other shelters (“Fellow,” identified in workplan) to identify and assist Fellow in projects designed to sustain Fellow’s overall save rate to 90%.

The Term of this Agreement, unless terminated pursuant to the language below will be from the June, 15th, 2024 through December 15th, 2024.

Grants will be provided in one-time payment with Best Friends' obligation to disburse funds conditional upon receipt of Recipient's completed IRS Form W-9.

Grant Periodic Payments are set below:

Payment #1 (Paid within thirty (30) days of the Effective Date): \$2,500

Section 2. Goals

The goal of the Project is to support Hill Country Humane Society and help them to sustain a 90% save rate and create a sustainability plan to maintain it thereafter. Goals are set as follows:

- Guide Fellow in implementing or expanding lifesaving programs such as:
 - Pathway planning
 - Shelter medicine
 - Foster and volunteer programs
 - Optimization of municipal contracts
- Regular check-ins with Fellow, cadence to be determined by Recipient

Section 3. Recipient Requirements

- A. Recipient will provide a final progress update virtually or via email to the regional contact for the purpose of tracking progress.
- B. Recipient must arrange and determine the amount of in-person or virtual visits to the Fellow. Best Friends staff member/s may accompany Recipient on visits to the Fellow.
- C. Recipient acknowledges and agrees to use its best efforts to work with Fellow on ensuring sustainability is considered for any programmatic changes.

Section 4. Grant Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Grant. Both Parties may issue reports or statements to its members, the media, and the public about the Grant. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Grant through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Section 5. Photo, Video, Digital and Audio Release

Recipient grants to Best Friends permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the Grant Period.

Recipient further agrees not to make any claim against Best Friends or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges Best Friends from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Section 6. Non-Disparagement

During the Term of this agreement and for a period of one (1) year after, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

Standard Terms

Section 7. Grant Recipient Representations and Warranties Recipient represents and warrants as follows during the Term of this Agreement:

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or

proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.

- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 8. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 9. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:

- (i) By its actions or statements, Best Friends materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) Best Friends files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

[In the event Best Friends terminates this Agreement pursuant to this section, Best Friends, has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.]

Section 10. Intellectual Property License

For the Term of this Agreement, Recipient grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Grant. Other

than the foregoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 11. Release

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and its receipt of service. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant. The Recipient releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Grant. The Recipient understands this agreement discharges Releasees from any liability to the Recipients with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct, or indirect, known or unknown, that may result as a result of the Recipient's work, participation and activities related to this Grant.

Section 12. Indemnity Agreement

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Project or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Section 13. Proprietary Information

Recipient acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating direction to Best Friends business, including, but not limited to, the Best Friends Network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or come into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 14. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 15. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one (1) year following the terms of the Agreement.

Section 16. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between Best Friends and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Williamson County Regional Animal Shelter

Signature:

Printed Name: Misty valenta

Title:

Date:

Best Friends Animal Society

Signature: Leah Long

Printed Name: Leah Long

Title: South Central - Regional Senior Specialist

Date: May 31, 2024

Commissioners Court - Regular Session

10.

Meeting Date: 06/11/2024

Termination of Service Contract with Keith Pajestka

Submitted By: Jacqueline Lentz, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the termination of the Services Contract for Livestock Wrangler for Impoundment & Disposition of Estrays with Keith Pajestka, effective July 11, 2024, and that appropriate officials take necessary actions to provide notice of such termination of the agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Notice of Termination Letter
Service Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jacqueline Lentz

Final Approval Date: 05/30/2024

Reviewed By

Becky Pruitt

Date

05/30/2024 08:07 AM

Started On: 05/29/2024 04:30 PM



GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6TH STREET, GEORGETOWN, TEXAS 78626

HAL C. HAWES
GENERAL COUNSEL

SHANNON C. FRANCIS
Assistant General Counsel

JACQUELINE LENTZ
Assistant General Counsel

June 11, 2024

Via First Class U.S. Certified Mail:

Keith Pajestka
13710 Cathy Creek Rd.
Holland, Texas 76534

RE: NOTICE OF CONTRACT TERMINATION

Dear Keith Pajestka:

As per the terms outlined in Section 10 of the Service Contract, effective March 29, 2022, the County may terminate this Service Contract at any time upon thirty (30) days written notice.

Therefore, the purpose of this letter is to give you official notice that the Williamson County Commissioners Court, as the legislative and governing body for Williamson County, has decided to terminate the Service Contract. The Service Contract will terminate as of midnight on Thursday, July 11, 2024.

Williamson County would like to thank you for your assistance, cooperation, and services provided. If you would like to discuss this matter in further detail, please do not hesitate to contact me.

Sincerely,

Jacqueline C. Lentz
Assistant General Counsel
Phone: (512) 943-3824
Email: jacqueline.lentz@wilco.org

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR LIVESTOCK WRANGLER
FOR IMPOUNDMENT & DISPOSITION
OF ESTRAYS PURSUANT TO
Texas Agriculture Code § 142.001 et seq.
(Keith Pajestka)**

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Keith Pajestka**, (hereinafter “Service Provider”), 13710 Cathy Creek Rd., Holland, TX 76534 [REDACTED]. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide goods and 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, but are not limited to Livestock Wrangler for impoundment & disposition of estrays pursuant to Texas Agriculture Code § 142.001 et seq.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for the county’s fiscal year 2022 through September 30, 2022. Thereafter, the contract shall automatically renew each October 1st for the next county fiscal year unless the contract is terminated earlier pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on the attached Exhibit “A” Fee Schedule *subject to available county funding for the then current fiscal year*. Exhibit “A” may only be amended in writing by a fully executed addendum signed

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

IV.

Entire Contract: 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.

V.

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 hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. 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.

VI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

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.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

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. The County will only be liable for its pro rata share of services rendered and goods actually received.

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.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

Exhibit "A"
Fee Schedule
(incorporated herein as if copied in full)

THE UNIVERSITY OF TEXAS AT AUSTIN

10

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

WILLIAMSON COUNTY:

SERVICE PROVIDER:


Bill Gravell (Mar 29, 2022 11:53 CDT)

Authorized Signature

Bill Gravell

Printed Name

Date: Mar 29, 2022 ____, 2022



Authorized Signature



Printed Name

Date: 2-22-22 ____, 2022

Exhibit "A"

STOCK CONTRACTOR CHARGE FEES

Minimum Charge call out fee: \$150.00 (Applied to catch/transport cost)

Dart, Catch, Loading Fee per animal: \$250.00

Cattle/Horses are penned: \$100.00 per animal (If only one animal \$200.00)

Animals that must be roped: \$200.00 per animal

Prices based on fuel cost of \$3.45 per gallon (diesel)

Prices subject to change per circumstance

Stock Contractor Feeding Charges:

Bovines: \$4.00/day per livestock animal.

Equines: \$8.00/day per livestock animal. (Includes Hinnies and Donkeys)

Goats/Sheep: \$2.00/day per livestock animal.

Baby Calves, horses, goats, sheep feeding charges will depend on how many times they need to be fed per day, and cost expenses associated. (Per livestock animal)

Any medications provided must be detailed with invoice and approved by Williamson County Livestock Deputy. Any serious illness, injury, death of livestock animal must be reported to Williamson County Livestock Deputy as soon as possible. Any DVM care must be reported as soon as possible to Williamson County Livestock Deputy.

Auction Fee's:

Coggins Test: \$50.00

No Transport fees to Auction House

Commissioners Court - Regular Session

11.

Meeting Date: 06/11/2024

Santa Rita Master Community Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Mike Gleason

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Santa Rita Master Community for off duty contracting of County Sheriff Deputies to be effective June 11, 2024 (located in Liberty Hill).

Background

This agreement gives permission for Santa Rita Master Community to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control. This agreement will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Santa Rita Master Community

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:05 AM

Started On: 06/06/2024 08:29 AM

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

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on **June 11 2024** and shall terminate on September 30th, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: - Santa Rita Master Community

Signature: Kacie James-Nesby

Printed Name: Kacie James-Nesby

Title: Director of Fun

Date: May 24, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT

AGENCY: Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: June 6, 2024

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

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

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

Commissioners Court - Regular Session

12.

Meeting Date: 06/11/2024

Reject RFP #24RFP35 and Reissue #24RFP60 Countywide Disaster Related Debris Removal Services for County via Office of Emergency Management

Submitted For: Joy Simonton

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting proposals submitted for RFP #24RFP35 Countywide Disaster Related Debris Removal Services and request that information related to the competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed bids under the new RFP #24RFP60.

Background

It is the recommendation to reject all submissions for RFP #23RFP35 – Countywide Disaster Related Debris Removal Services to allow for additional line items to be priced that would serve in the best interest of the county and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #24RFP60 Countywide Disaster Related Debris Removal Services. Williamson County Office of Emergency Management, herein the County, seeks to establish pre-event contracts for Countywide Disaster Debris Removal Services with qualified Individuals, Firms or Corporations, herein after “Respondent(s)”. The primary purpose of this contracting exercise is to create at-the-ready resources, at established prices, for the County’s disaster response and recovery operations in the event of a weather event or disaster situation. The County intends to award one (1) contract to be utilized on an “as-needed” basis to provide clean-up, demolition, removal, reduction, and disposal of debris as directed by the County following a natural or man-made disaster. The intent of this proposal is to enable the County to acquire a qualified contractor to perform emergency debris removal services on an on-call basis for Williamson County. Eligible debris to be removed shall be determined to eliminate immediate threats to life, public health, and safety; determined to eliminate immediate threats of significant damage to improved public or private property; and/or considered essential to ensure economic recovery of the affected community to the benefit of the community at large. All contractors providing disaster-generated debris removal services are invited to submit a proposal. The successful Offeror (Contractor) must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP. Funding Source: Various funding sources depending on need. Point of Contact: Bill Zito and Bruce Clements.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Award Recommendation Letter

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 06/06/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/06/2024 07:00 AM
06/06/2024 08:34 AM
Started On: 06/04/2024 04:20 PM



Williamson County
Office of Emergency Management
911 Tracy Chambers Lane
Georgetown, Texas 78626
512-864-8267
oem@wilco.org

June 5, 2024

Williamson County Purchasing Department
Attn: Joy Simonton, Director/Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: 23RFP36 - Countywide Disaster Related Debris Monitoring Services -
Recommendation of Award

The recommendation from the RFP Evaluation Committee is to award the Countywide Disaster Related Debris Monitoring Services for Williamson County contract to Tetra Tech, Inc. This evaluation is based on company information, relevant experience and qualifications, methodology on carrying out contract, compensation and fees, and references.

Tetra Tech, Inc is a reliable, well-known leader in the field of emergency management with extensive experience related to debris monitoring services and highly competitive rates. The Office of Emergency Management recommends the Williamson County Commissioners Court award the contract to Tetra Tech, Inc based on the committee's evaluation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruce Clements', is written over a white background.

Bruce Clements
Director
Williamson County Office of Emergency Management

Commissioners Court - Regular Session

13.

Meeting Date: 06/11/2024

Award of RFSQ #21RFSQ2 for Animal Shelter HVAC Fixes to Ramirez-Simon Engineering, LLC., for Facilities Management

Submitted For: Joy Simonton

Submitted By: Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2, providing design & engineering services relating to the Animal Shelter HVAC Fixes to Ramirez-Simon Engineering, LLC, in the amount of \$51,900.00 and authorize execution of the agreement.

Background

Ramirez-Simon Engineering, LLC, is recommended for award through RFSQ #21RFSQ2 which established a pre-qualified consultant pool to be contracted on an as-needed basis. Ramirez-Simon Engineering, LLC., is being recommended for this project following a project specific evaluation of the firms from the 21RFSQ2 pool wherein Ramirez-Simon Engineering, LLC received the highest score. This PSA for Design & Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC., relates the Animal Shelter HVAC fixes, 1855 SE Inner Loop Georgetown, TX 78626. A detailed Scope of Basic/Additional Services is attached, and the agreement has a substantial completion date of 8/26/2024. Funding Source is 01.0100.0509.004509. Point of contact is Christy Matoska, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form 1295 - Ramirez-Simon Engineering, LLC

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacian Williams

Final Approval Date: 06/06/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/06/2024 07:27 AM

06/06/2024 08:24 AM

Started On: 05/16/2024 01:57 PM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Animal Shelter HVAC Fixes ("Project")

**ARCHITECT/
ENGINEER:**

Ramirez-Simon Engineering, LLC ("A/E")
Steven Simon, PE, Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

**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 political subdivision of the State of Texas ("County") and A/E.

RECITALS

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 **evaluate recommended upgrades to current HVAC system as well as an estimated construction cost of each;** 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 **Fifty-One Thousand, Nine Hundred Dollars (\$ 51,900.00)** 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 **Five Hundred Nineteen Dollars (\$ 519.00)**.

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:

**Ramirez-Simon Engineering, LLC
Steven Simon, PE, Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681**

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: Ramirez-Simon Engineering, LLC
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

Attention: Steven Simon, PE
Principal

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 shall 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 per occurrence and \$2,000,000 in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$ 1,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, 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.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which 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 A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. 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.

25.5 Insurance Company Rating.

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.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. 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 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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.

25.8 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 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.10.1

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.

25.10 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, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

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
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:
Ramirez-Simon Engineering, LLC

By: 
Signature

COUNTY:
Williamson County, Texas

By: _____
Signature

Steven Simon, PE

Printed Name

Principal

Title

Date Signed: 5/14/24

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, Agreement and Work Authorization numbers, as well as 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:

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626
1092.4100

A/E shall visit the site to evaluate existing site conditions. A/E shall provide a report with recommended upgrades, as well as an estimated construction cost of each. A/E shall review the draft report via Teams meeting and will incorporate comments into a final report.

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: **\$ 51,900** 100%

0% **Ramirez-Simon Engineering, LLC**

Phase I - SCHEMATIC DESIGN	\$ 51,900	100%
Ramirez-Simon Engineering, LLC	\$ 51,900	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Eighty-Three (83) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

06/04/24

Phase I - SCHEMATIC DESIGN

All services shall be complete on, or before:

08/26/24

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.

Ramirez-Simon Engineering, LLC



Signature of Certifying Official

Steven Simon, PE

Printed Name of Certifying Official

Principal

Title of Certifying Official

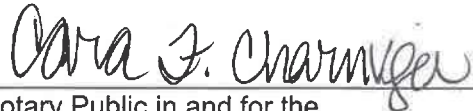
5/14/24

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 Steven Simon
the Principal of Ramirez Simon Engineering, LLC, on behalf of said firm.
Signatory Title Entity Name Signatory Name



Notary Public in and for the
State of Texas

My commission expires: 09/02/2025

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

April 29, 2024

Mr. Daniel Shea
Williamson County Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

SUBJECT: *Animal Shelter New Adoptions Building I, Kennel Building H, and Main Building T Odor and Humidity Evaluation – Fee Proposal*

Dear Daniel,

Thank you for the opportunity to submit this proposal to provide Mechanical, Electrical, and Plumbing (MEP) engineering services on this project. This proposal describes our Project Understanding, Scope of Services, proposed Compensation, proposed Schedule and proposed Terms and Conditions for the work.

Project Understanding

Williamson County has expressed concerns over the smell and elevated humidity levels in the New Adoptions Building I, Kennel Building H, and Main Building T. Williamson County has requested Ramirez Simon Engineering, LLC (RSE) to perform an evaluation of the building. The goal of this evaluation is to review the HVAC system in all buildings to determine the reason behind the intensity of the odor and humidity problem. The sanitary system shall also be examined in the New Adoptions building I and the Kennel Building H as part of the odor evaluation. In addition, RSE shall provide recommendations to remediate the smell and humidity as quickly as possible, if the findings of our study determine there are solutions such as adjustments to existing systems. RSE shall also evaluate the existing electrical utilities to determine the impact of adding an additional redundant freezer in Kennel Building H.

The New Adoptions Building I is conditioned by four rooftop units with heat recovery wheels and one mini-split unit. One exhaust fan currently serves the restrooms. Trench drains are located between the kennels. Williamson County has expressed that RTU-3's operation is currently intermittent and needs to be serviced. Additionally, Williamson County shared that the electrical service for the terminal unit electric heaters is not appropriately sized resulting in the breakers tripping. Williamson County also communicated that water ingress into the electrical room is occurring during the cleaning process of the kennels.

The Kennel Building H is conditioned by four grade mounted packaged units with heat recovery wheels. One exhaust fan currently serves the dishwasher. Trench drains are located between the kennels.

The Main Building T is conditioned by one grade mounted packaged unit with a heat recovery wheel and four mini-split units. Three exhaust fans currently serve the building along with two gas heaters.

Scope of Services

RSE shall visit the site to evaluate existing site conditions. RSE shall provide a report with recommended upgrades, as well as an estimated construction cost of each. RSE shall review the draft report via Teams meeting and will incorporate comments into a final report.

Exclusions:

- City Permit Application or TDLR Fees
- Structural design
- Sound/Vibration consultant
- Architectural design
- Commissioning services
- Circuit tracing of existing electrical systems

Compensation

RSE shall perform the services described above for a lump sum of **\$51,900**.

Project Schedule

RSE will provide a draft report within 8 weeks of our authorization to proceed. This assumes a notice to proceed from May 13, 2024.

Terms and Conditions

We will invoice monthly based on services provided. If these terms are acceptable, please provide approval and authorization to proceed.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact me if you have any questions.

Best Regards,

RAMIREZ SIMON ENGINEERING, LLC



Mark Claypool, PE
Project Manager



Steven Simon, PE
Principal

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2024-1160888

Date Filed:
 05/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Ramirez Simon Engineering, LLC
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County 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.
 24-022-1
 MEP Engineering Services

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Steven Simon, and my date of birth is [REDACTED].

My address is [REDACTED], Houston, TX, 77095, US.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 14 day of May, 2024.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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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2024-1160888

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05/14/2024

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Ramirez Simon Engineering, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County 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.
24-022-1
MEP Engineering Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(street) (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

14.

Meeting Date: 06/11/2024

Award of RFSQ #21RFSQ2 for CHW System Evaluation at SO/JAIL to Ramirez Simon Engineering, LLC, for Facilities Management.

Submitted For: Joy Simonton

Submitted By: Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 to Ramirez Simon Engineering, LLC, relating to the Chilled Water (CHW) System Evaluation at SO/JAIL for Facilities Management, in the amount of \$15,300.00 and authorize execution of the agreement.

Background

Ramirez-Simon Engineering, LLC, is recommended for award through RFSQ #21RFSQ2 which established a pre-qualified consultant pool to be contracted on an as-needed basis. Ramirez-Simon Engineering, LLC., is being recommended for this project following a project specific evaluation of the firms from the 21RFSQ2 pool wherein Ramirez-Simon Engineering, LLC received the highest score. This Service Agreement between Williamson County and Ramirez Simon Engineering, LLC, relates to CHW System Evaluation at SO/JAIL located at 306 W 4th Street, Georgetown, TX 78626-4906. Detailed Scope of Basic/Additional Services is attached. Funding Source is 01.0100.1008.004100. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Consulting Services Agreement
Form 1295 - Ramirez-Simon Engineering, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/06/2024 07:27 AM
County Judge Exec Asst.	Becky Pruitt	06/06/2024 08:26 AM
Form Started By: Stacian Williams		Started On: 05/22/2024 03:00 PM
Final Approval Date: 06/06/2024		

PROFESSIONAL CONSULTING SERVICES AGREEMENT

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

I. PROFESSIONAL CONSULTING SERVICES

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

II. TERM AND TERMINATION

- A. The Consultant is expected to complete the Services by the Project Completion Date. The Project Completion Date is the date by which all Services and obligation outlined in the SOW 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 September 30, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of Services, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.
- B. If Consultant does not perform the Services in accordance with the SOW, then County shall have the right to terminate this Agreement as set forth below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with SOW. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the Project Completion Date and in full accordance with the terms of the SOW.
- C. Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.
- D. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of

Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

III. PAYMENT, TAXES & EXPENSES

- A. Payment Terms.** County will pay Consultant a flat fixed fee for the Services, as set forth in the attached SOW.

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

- B.** County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.
- C. Expenses.** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the Services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices

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

IV. CONFIDENTIAL INFORMATION

- A.** To the extent authorized by law, any business, operational, commercial, financial, or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.
- B.** To the extent authorized by law, any business, operational, commercial, financial, or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.
- C.** To the extent, if any, that any provision in this Agreement 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 information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

V. RELATIONSHIP BETWEEN THE PARTIES

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

VI. WARRANTY

Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. Consultant shall be responsible for the accuracy of his/her/its Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Consultant's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions set out herein.

VII. INDEMNIFICATION

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

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

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

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

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

WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

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

VIII. INSURANCE

Consultant must comply with the following insurance requirements at all times during this Agreement:

- A. Coverage Limits.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
 4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.
- B. Certification of Coverage.** Prior to the performance of any Services, Consultant shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Consultant shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.
- C. Additional Insureds; Waiver of Subrogation.** **“Williamson County, Texas, its directors, officers and employees”** shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where “Williamson County, Texas, its directors, officers and employees” are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- D. Certificate Holder.** The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Purchasing Department
100 Wilco Way

Suite P101
Georgetown, TX. 78626
Email: purchase@wilco.org

E. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Williamson County, Texas
C/O: Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626
Email: purchase@wilco.org

With copy to:
Williamson County Auditor's Office
Attn: Agreements Auditor
901 South Austin Avenue
Georgetown, Texas 78626
Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

F. Notices by Consultant. Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Consultant shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. Premiums and Deductible. Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$100,000 in the Consultant's insurance must be declared and approved in writing by County in advance.

H. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-

rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

- I. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Consultant, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.
- J. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Consultant's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Consultant's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Consultant hereunder.

Consultant shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

- K. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant.

IX. CHANGE REQUESTS

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

All Change Requests shall be subject to the following terms:

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

X. DISPUTE RESOLUTION; MEDIATION

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

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

XI. GENERAL

- A. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- B. Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the

fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- D. Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E. No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- F. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- G. County's Right to Audit.** Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.
- H. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to

allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

- I. Conflicting Terms.** In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- J. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- K. Entire Agreement.** This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

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

SIGNATURES TO FOLLOW

RAMIREZ SIMON ENGINEERING, LLC (Consultant)

By: SS

Name: Steven Simon, PE

Title: Principal

Date: May 15, 2024

WILLIAMSON COUNTY, TEXAS (County)

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

EXHIBIT “A” STATEMENT OF WORK

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

Project Understanding

Wilco has expressed concerns over the existing chilled water system operation and has requested Ramirez Simon Engineering, LLC (RSE) to perform an evaluation of the system. The goal of this evaluation is to review design flows and balancing requirements to determine if current conditions are suitable/acceptable. In addition, RSE shall provide recommendations to remediate any existing mechanical issues found as well as to optimize system efficiency. This is for the three air cooled chillers located on the roof of the North side of the Williamson County Jail. The secondary pumps are located below on the fourth floor. No evaluation will be performed on the two air cooled chillers, installed at grade along Rock Street, as there was no indication of issues with that system.

Scope of Services

RSE shall visit the site to evaluate existing site conditions. RSE shall provide a report with recommended upgrades, as well as an estimated construction cost of each. RSE shall review the draft report via Teams meeting and will incorporate comments into a final report.

Exclusions:

- City Permit Application or TDLR Fees.
- Sound/Vibration consultant
- Architectural design.
- Commissioning services.
- Circuit tracing of existing electrical systems.

Compensation

RSE shall perform the services described above for a lump sum of **\$15,300**.

Project Schedule

RSE will provide a draft report within 6 weeks of our authorization to proceed.

Terms and Conditions

We will invoice monthly based on services provided. If these terms are acceptable, please provide approval and authorization to proceed.

April 26, 2024

Mr. Daniel Shea
Williamson County Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

SUBJECT: ***North Jail CHW System Evaluation - Fee Proposal***

Dear Daniel,

Thank you for the opportunity to submit this proposal to provide Mechanical, Electrical, and Plumbing (MEP) engineering services on this project. This proposal describes our Project Understanding, Scope of Services, proposed Compensation, proposed Schedule and proposed Terms and Conditions for the work.

Project Understanding

Wilco has expressed concerns over the existing chilled water system operation and has requested Ramirez Simon Engineering, LLC (RSE) to perform an evaluation of the system. The goal of this evaluation is to review design flows and balancing requirements to determine if current conditions are suitable/acceptable. In addition, RSE shall provide recommendations to remediate any existing mechanical issues found as well as to optimize system efficiency. This is for the three air cooled chillers located on the roof of the North side of the Williamson County Jail. The secondary pumps are located below on the fourth floor. No evaluation will be performed on the two air cooled chillers, installed at grade along Rock Street, as there was no indication of issues with that system.

Scope of Services

RSE shall visit the site to evaluate existing site conditions. RSE shall provide a report with recommended upgrades, as well as an estimated construction cost of each. RSE shall review the draft report via Teams meeting and will incorporate comments into a final report.

Exclusions:

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- Sound/Vibration consultant
- Architectural design.
- Commissioning services.
- Circuit tracing of existing electrical systems.

Compensation

RSE shall perform the services described above for a lump sum of **\$15,300.**

Project Schedule

RSE will provide a draft report within 6 weeks of our authorization to proceed.

Terms and Conditions

We will invoice monthly based on services provided. If these terms are acceptable, please provide approval and authorization to proceed.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact me if you have any questions.

Best Regards,

RAMIREZ SIMON ENGINEERING, LLC



Steven Simon, PE
Principal

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1169986

Date Filed:
06/03/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ramirez Simon Engineering, LLC
Houston, TX United States

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

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.
001
Engineering Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Steven Simon, and my date of birth is ██████.

My address is ██████, Houston, TX, 77095, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 3 day of June, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ramirez Simon Engineering, LLC
Houston, TX United States

Certificate Number:
2024-1169986

Date Filed:
06/03/2024

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

Date Acknowledged:
06/03/2024

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.
001
Engineering Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(street) (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

15.

Meeting Date: 06/11/2024

Approval of Rental Contract for Mechanical Sweeper with Kinloch Equipment & Supply, Inc. 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 approving rental Contract #2024208 with Kinloch Equipment & Supply, Inc. to rent a heavy equipment mechanical sweeper in the amount of \$36,000.00 for a 3-month term and authorizing the execution of the lease agreement.

Background

Requisition #134608 was submitted by the Department of Infrastructure – Road & Bridge Division for the rental of a mechanical sweeper as outlined in the Rental Agreement. The scope of work for this rental equipment is to remove debris, dirt, and rock from County roadways. Three quotes were obtained. Funding source is 01.0200.0210.004620. Point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Kinloch Rental Agreement and Quote
Form 1295 Kinloch

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 06/06/2024

Reviewed By

Joy Simonton

Becky Pruitt

Joy Simonton

Becky Pruitt

Date

05/29/2024 02:33 PM

05/30/2024 09:00 AM

06/06/2024 07:30 AM

06/06/2024 08:27 AM

Started On: 05/24/2024 09:13 AM

3320 Pasadena Blvd
Pasadena, Tx 77503
800-231-6929

763 109th St
Arlington, Tx 76011
800-536-5902

3816 Binz Engleman Road
San Antonio, Tx 78219
210-881-9344

Kinloch Equipment & Supply, Inc.

3320 Pasadena Blvd.
Pasadena, TX 77503

PHONE: (713)472-0959 FAX: (713)473-7858

Kinloch Equipment & Supply, Inc. herein sometimes known as "Company" agrees to rent to:

Company: WILLIAMSON COUNTY	Contact: JENIFER FAVREAU	Phone: 512-943-1937
Address: 3151 SE INNER LOOP, STE B	City/State: GEORGETOWN, TX	PO#
Make: ELGIN	Model: BROOM BADGER	Year: 2023
KN: EL0147	S/N: CJ41034	Miles: 19174 PTO Hrs: 71
Pick-up Date:	Time:	
Owner / Authorized party Name: _____ Phone: _____		

Certificate of Insurance: <input checked="" type="checkbox"/> Taxable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Driver's License attached: <input type="checkbox"/>	Rental Rate: \$ 12,000 _____ / Per MONTH _____ FOR THE DURATION OF THE RENTAL *** Delivery / Pick up fee \$ _____	** Weekly is 7 days ** Monthly is 28 days
--	--	--

TERMS AND CONDITIONS

- The property leased by this Lease (herein "property"), the amount of the rental payments and the initial term of the lease are described in Schedule A, attached hereto and made a part hereof. If a Security Deposit is required as security for the prompt and full payment of the rent and the complete and timely performance of all provisions of the lease, those terms are also shown on Schedule A.
- Lessee is entitled to the use, operation, possession and control of the leased property during the Lease term, provided Lessee is not in default of any provision of the Lease. Lessee shall employ and have absolute control, supervision and responsibility for the operators and users of the property.
- Lessee must use the leased property in a careful and proper manner, and never for more than 10 hours per day; 50 hours per week or 220 hours per month. Lessee agrees that the lease property will be used in accordance with any applicable manufacturer's manuals or instructions. Lessee agrees to reimburse Lessor in full for all damage to the property arising from any misuse or negligent act by Lessee, its employees, or its agents.
- Lessee shall not permit any leased property to be operated or used in violation of any applicable federal, state or local statute, ordinance, rules or regulation relation to the possession, use of maintenance of the property. Lessee will indemnify and hold Lessor harmless from all liabilities, fines, or penalties for any violations described herein.
- Lessee shall, at Lessee's expense, maintain the property in good mechanical condition and running order, excepting reasonable wear and tear resulting from the ordinary use of the property. Lessee shall provide all parts, at Lessee's expense, required to keep the leased property in good repair. Lessor has no obligation to provide service, repairs or parts for the property.
- Any additions or replacement of parts during the lease term shall become part of the leased property and are thus owned by the Lessor.
- Lessor is responsible for its own income taxes and franchise taxes. All other taxes based on this lease are the responsibility of Lessee, including sales tax, use tax and personal property tax. If any taxing authority requires Lessor to directly pay any tax which is the responsibility of Lessee, Lessee agrees to reimburse Lessor for such tax when the next rent installment is due. The exemption to this requirement would be tax exempt government agencies.
- Lessee shall return the property to the Lessor at the end of the lease term full of fuel and cleaned inside and out or appropriate fuel and cleaning charges will be charged to the lease.
- Lessee assumes all risk and liability for the loss of or damage to the leased property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, possession or storage of the property. Nothing in this Lease authorizes Lessee or any other person to operate the leased property so as to impose any liability or other obligation on Lessor.
- To the extent permitted by law, lessee agrees to indemnify and hold harmless Lessor, its agents and employees from all claims, loss or damage Lessor may sustain because of:
 - Loss of or damage to the leased property by any cause.
 - Injury to, or death of, any person, including but not limited to agents of employees of Lessee.

- (c) The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any form of taxation.
11. Damage to any property arising from the use, possession, delivery, return, or operation of the leased property Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less that the Stipulated Loss Value shown on Schedule A If the property becomes lost, stolen, destroyed or damaged, Lessee shall promptly notify Lessor and file all necessary accident reports, including those required by interested insurance companies. Lessee shall promptly deliver to Lessor all papers, notices and documents delivered to Lessee in connection with any claim concerning the leased property.
 12. Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less that the Stipulated Loss Value shown on Schedule A.
 13. Lessee agrees to carry public liability and property damage insurance, issued by companies satisfactory to Lessor, insuring the interests of Lessor, Lessee and their authorized agents and employees against all claims that may arise during the Lease term that are in any way connected with the ownership, possession, operation or use of the leased property. This insurance will be at the Lessee's sole cost but must name Lessor as an insured or additional insured. The insurance must be in an amount not less than:
 - \$500,000, Per person
 - \$1,000,000 Per accident
 - \$500,000 Property damage
 14. Lessee is responsible for any workers' compensation insurance that may be required under state law.
 15. Lessee agrees to furnish to Lessor, no later than five days prior to the date on which the property is delivered to Lessee, a certificate evidencing the insurance required under Articles 13 and 14, including a provision that the insurer will not cancel or materially modify the insurance except after 30 days advance notice to Lessor.
 16. Any failure on the part of the Lessee to procure, maintain or renew the required insurance is a default. Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any loss, liability or expense caused by Lessee's failure to comply with either the terms of the insurance policy or with the terms and provisions of articles 13 through 16.
 17. Lessee may not assign this Lease or any property described in it. Lessee may assign the rights and benefits of this Lease but only with Lessor's prior written consent.
 18. Lessor may declare Lessee in default by giving written notice on the occurrence of any of the following events:
 - (a) Failure by Lessee to make rental payments or perform any of its obligations under this Lease.
 - (b) Expiration or cancellation of any insurance policy required by this Lease.
 - (c) Lessee's assignment or involuntary transfer of any interest in this lease not authorized by Article 18 above.
 - (d) Institution by or against Lessee of any proceedings in bankruptcy or insolvency, or the appointment of a receiver or trustee for the goods and chattels of the Lessee.
 19. If the Lessee defaults and remains uncorrected for five days following notice of default from Lessor to Lessee, Lessor may exercise any one or more of the following remedies:
 - (a) Termination of the Lease and Lessee's rights hereunder
 - (b) Late payments can be charged Interest. The rate of interest for late payment shall be governed by Chapter 2251 of the Texas Government Code.
 - (c) Repossession of the property without legal process, free of all rights of the Lessee in the property. By this provision, Lessee expressly authorizes Lessor's agent to enter any premises owned or controlled by Lessee for the purpose of repossessing the property. Lessee specifically waives any right Lessee might have arising out of the entry and repossession and releases Lessor from any claim of trespass or damage. Lessor and Lessee further agree that Lessor shall have the remedy described in this article 20 (c) in the event Lessee fails to return the property when the lease terminates.
 20. If Lessee defaults, Lessee shall reimburse Lessor for all reasonable expenses incurred by Lessor in exercising the remedies outlined in Article 20.
 21. On the expiration of the lease term, or earlier termination, Lessee shall return the property to Lessor in good repair and working order by:
 - (a) Delivering the property at Lessee's cost and expense to a place specified by Lessor in the city of county to which it was delivered to Lessee, or
 - (b) Loading the property, at Lessee's cost and expense, on board a carrier Lessor designates and shipping the property to the destination designated by Lessor.
 22. All notices required to be given under this Lease must be in writing and either personally delivered or deposited in the United States mail, first class postage prepaid, addressed to the party at the address given above. Either party may change it address by giving notice in this manner.
 23. This Lease may not be amended or modified in any way without the written agreement of both parties. This Lease and the attached Schedule A constitute the entire agreement between the parties.
 24. This Lease has been executed and delivered in the State of Texas and shall be interpreted under and construed in accordance with Texas Law. The venue for any dispute hereunder shall be in Williamson County, Texas.

Executed this ____ day of _____, 20 ____.

JEFF JACKSON
 LESSOR- Kinloch Equipment & Supply, Inc.

 LESSEE (Authorized Party)

SCHEDULE A (Sweepers)

Customer is responsible for wear items, unit maintenance, and damages due to operator error / accident / neglect. Sweeper (Normal Wear Items): Gutter Brooms, Dirt Shoes, Center Board Curtain, Pickup Head Curtains, Main Broom, Dirt Shoes, Center Board Curtain, Conveyor Belt, Tires – Flat or Repair ie. nail in tire, Debris Hoses, ect.

Customer also understands the equipment must be returned empty and the body must be cleaned. Excessive cleaning required to the inside and/or outside of the unit upon return will be invoiced to the renter. The fuel tank is full upon receipt and must be filled before returning. X _____

1. The property to which this Schedule and Lease applies is:
 CJ41034
 Serial Number
2. The term of this Lease commences on _____ (enter either a date or a description i.e. the date the property is delivered to the Lessee.) Unless this Lease is terminated earlier for cause or by means of a mutual, signed amendment to the Lease, the term of this Lease expires _____.
3. The rent for the property listed in this Schedule is _____ (combined total or rent payments over the term of the Lease). The rent is payable in monthly installments of \$12,000, commencing on the 29TH rental day, and continuing on the 29TH rental day of each succeeding month until the total sum has been paid in full.
4. The property listed in this Schedule will be located and operated at WILLIAMSON COUNTY and may not be removed from that location without the prior written consent of Lessor.
5. The amount specified in this paragraph must be paid pursuant to Article 11 of the Lease for any property which is lost, stolen, destroyed or damaged beyond repaired. The Stipulated Loss Value for this property is \$305,675.00.

This Schedule A is approved and agreed to on ____ OF ____, 20 ____, and is attached to, and incorporated as an integral part of the Lease between the parties dated ____ OF ____, 20 ____

Executed this ____ day of ____, 20 ____

JEFF JACKSON

Kinloch Equipment & Supply, Inc. – Lessor

Lessee (Responsible Party)

RETURN INFO

Returned Date:	Time:
Hour Meter:	Mileage:
Total Billing Days:	

Customer Signature: _____ **Date:** _____

*** By signing, customer agrees to pay for any damages or repairs by misuse during the time unit is in their possession. Kinloch Equipment has 48hrs to complete inspection to determine if there are any repairs needed that are the direct result of customers abuse or misuse.

Kinloch Equipment & Supply, Inc.

763 109th Street
Arlington, TX 76011
Ph:(817)649-5900
Fax:(817)633-7239
www.kinlochequip.com

4/03/24 9:44

RENTAL CONTRACT

Quotation : A 000228 Date: 04/02/24

Active: Yes

Customer : WILL03
WILLIAMSON COUNTY
3151 SE INNER LOOP
SUITE B
GEORGETOWN, TX 78626

Phone Day : (512) 943-1949
Night: (512) 943-1100

Sold By : 18 TRENTON CRUMP

Damage Waiver: No

Class : STR SWPR Mech Sweeper

On Rent : 04/02/24 12:49

Due Back: :00

Period : M Quantity: 3.00 Rate: 12,000.00

Line Total: 36,000.00 *

Rates : Day 1.00 Week 4,000.00
MO/4Wks 12,000.00

Total of Rental lines: 36,000.00 *

Tax: *

Total: 36,000.00 *

Customer is responsible for wear items, unit maintenance, and damages due to operator error / accident / neglect. Customer also understands the equipment must be returned free of debris and the body must be cleaned. Excessive cleaning required to the inside and/or outside of the unit upon return will be invoiced to the renter. Where applicable, the fuel tank is full upon receipt and must be filled before returning. Customer agrees to all terms and conditions.

Signature: _____ Print: _____

Date: _____

Return

Miles: _____ Hrs: _____

Signature: _____

Date: _____

*** By signing, customer agrees to pay for any damages or repairs by misuse during the time unit is in their possession.

Kinloch Equipment has 48hrs to complete inspection to determine if there are any repairs needed that are the direct result of customers abuse or misuse.

TERMS AND CONDITIONS

1. The property leased by this Lease (herein "property"), the amount of the rental payments and the initial term of the lease are described in Schedule A, attached hereto and made a part hereof. If a Security Deposit is required as security for the prompt and full payment of the rent and the complete and timely performance of all provisions of the lease, those terms are also shown on Schedule A.
2. Lessee is entitled to the use, operation, possession and control of the leased property during the Lease term, provided Lessee is not in default of any provision of the Lease. Lessee shall employ and have absolute control, supervision and responsibility for the operators and users of the property.
3. Lessee must use the leased property in a careful and proper manner, and never for more than 10 hours per day; 50 hours per week or 220 hours per month. Lessee agrees that the lease property will be used in accordance with any applicable manufacturer's manuals or instructions. Lessee agrees to reimburse Lessor in full for all damage to the property arising from any misuse or negligent act by Lessee, its employees, or its agents.
4. Lessee shall not permit any leased property to be operated or used in violation of any applicable federal, state or local statute, ordinance, rules or regulation relation to the possession, use of maintenance of the property. Lessee will indemnify and hold Lessor harmless from all liabilities, fines, or penalties for any violations described herein.
5. Lessee shall, at Lessee's expense, maintain the property in good mechanical condition and running order, excepting reasonable wear and tear resulting from the ordinary use of the property. Lessee shall provide all parts, at Lessee's expense, required to keep the leased property in good repair. Lessor has no obligation to provide service, repairs or parts for the property.
6. Any additions or replacement of parts during the lease term shall become part of the leased property and are thus owned by the Lessor.
7. Lessor is responsible for its own income taxes and franchise taxes. All other taxes based on this lease are the responsibility of Lessee, including sales tax, use tax and personal property tax. If any taxing authority requires Lessor to directly pay any tax which is the responsibility of Lessee, Lessee agrees to reimburse Lessor for such tax when the next rent installment is due.
8. Lessee shall return the property to the Lessor at the end of the lease term full of fuel and cleaned inside and out or appropriate fuel and cleaning charges will be charged to the lease.
9. Lessee assumes all risk and liability for the loss of or damage to the leased property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, possession or storage of the property. Nothing in this Lease authorizes Lessee or any other person to operate the leased property so as to impose any liability or other obligation on Lessor.
10. Lessee agrees to indemnify and hold harmless Lessor, its agents and employees from all claims, loss or damage Lessor may sustain because of:
 - (a) Loss of or damage to the leased property by any cause.
 - (b) Injury to, or death of, any person, including but not limited to agents of employees of Lessee.
11. Damage to any property arising from the use, possession, delivery, return, or operation of the leased property. Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less than the Stipulated Loss Value shown on Schedule A. If the property becomes lost, stolen, destroyed or damaged, Lessee shall promptly notify Lessor and file all necessary accident reports, including those required by interested insurance companies. Lessee shall promptly deliver to Lessor all papers, notices and documents delivered to Lessee in connection with any claim concerning the leased property.
12. Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less than the Stipulated Loss Value shown on Schedule A.
13. Lessee agrees to carry public liability and property damage insurance, issued by companies satisfactory to Lessor, insuring the interests of Lessor, Lessee and their authorized agents and employees against all claims that may arise during the Lease term that are in any way connected with the ownership, possession, operation or use of the leased property. This insurance will be at the Lessee's sole cost but must name Lessor as an insured or additional insured. The insurance must be in an amount not less than:
\$500,000 Per person
\$1,000,000 Per accident
\$500,000 Property damage
14. Lessee is responsible for any workers' compensation insurance that may be required under state law.
15. Lessee agrees to furnish to Lessor, no later than five days prior to the date on which the property is delivered to Lessee, a certificate evidencing the insurance required under Articles 13 and 14, including a provision that the insurer will not cancel or materially modify the insurance except after 30 days advance notice to Lessor.
16. Any failure on the part of the Lessee to procure, maintain or renew the required insurance is a default. Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any loss, liability or expense caused by Lessee's failure to comply with either the terms of the insurance policy or with the terms and provisions of articles 13 through 16.
17. Lessee may not assign this Lease or any property described in it. Lessee may assign the rights and benefits of this Lease but only with Lessor's prior written consent.
18. Lessor may declare Lessee in default by giving written notice on the occurrence of any of the following events:
 - (a) Failure by Lessee to make rental payments or perform any of its obligations under this Lease.
 - (b) Expiration or cancellation of any insurance policy required by this Lease.
 - (c) Lessee's assignment or involuntary transfer of any interest in this lease not authorized by Article 18 above.
 - (d) Institution by or against Lessee of any proceedings in bankruptcy or insolvency, or the appointment of a receiver or trustee for the goods and chattels of the Lessee.
19. If the Lessee defaults and remains uncorrected for five days following notice of default from Lessor to Lessee, Lessor may exercise any one or more of the following remedies:
 - (a) Termination of the Lease and Lessee's rights hereunder.
 - (b) A declaration that all due but unpaid rent and all other charges under this Lease are due and payable immediately, along with interest at the rate of 1.5% per month from the date of notification of the default to date of payment.
 - (c) Repossession of the property without legal process, free of all rights of the Lessee in the property. By this provision, Lessee expressly authorizes Lessor's agent to enter any premises owned or controlled by Lessee for the purpose of repossessing the property. Lessee specifically waives any right Lessee might have arising out of the entry and repossession and releases Lessor from any claim of trespass or damage. Lessor and Lessee further agree that Lessor shall have the remedy described in this article 20 (c) in the event Lessee fails to return the property when the lease terminates.
20. If Lessee defaults, Lessee shall reimburse Lessor for all reasonable expenses incurred by Lessor in exercising the remedies outlined in Article 20.
21. On the expiration of the lease term, or earlier termination, Lessee shall return the property to Lessor in good repair and working order by:
 - (a) Delivering the property at Lessee's cost and expense to a place specified by Lessor in the city or county to which it was delivered to Lessee, or
 - (b) Loading the property, at Lessee's cost and expense, on board a carrier Lessor designates and shipping the property to the destination designated by Lessor.
22. All notices required to be given under this Lease must be in writing and either personally delivered or deposited in the United States mail, first class postage prepaid, addressed to the party at the address given above. Either party may change its address by giving notice in this manner.
23. This Lease may not be amended or modified in any way without the written agreement of both parties. This Lease and the attached Schedule A constitute the entire agreement between the parties.
24. This Lease has been executed and delivered in the State of Texas and shall be interpreted under and construed in accordance with Texas Law. Venue for any dispute hereunder shall be in Harris County, Texas.
25. Replacement Value of Unit: \$ _____

Executed this _____ day of _____, 20 ____.

LESSOR- Kinloch Equipment & Supply, Inc.

LESSEE (Authorized Party)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1166072

Date Filed:
05/24/2024

Date Acknowledged:
05/24/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kinloch Equipment & Supply
PASADENA, 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.
2024208
Mechanical sweeper rental

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 _____, _____, _____, _____, _____.
(street) (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

1 of 1

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:
2024-1166072

Date Filed:
05/24/2024

Date Acknowledged:

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

Kinloch Equipment & Supply
PASADENA, 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.

2024208
Mechanical sweeper rental

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 Jeff Jackson, and my date of birth is [REDACTED].

My address is [REDACTED] Alvin Tx 77511 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 24 day of May, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

16.

Meeting Date: 06/11/2024

Approval of Purchase Contract for Truck Mounted Attenuators with Traffic and Parking Control Co. Inc. 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 approving the Purchase Contract #2024203 for truck mounted attenuators for the Road and Bridge Department from Traffic & Parking Control Co. Inc. in the amount of \$74,826.00 pursuant to Co-Op OMNIA Partners Contract #2020-200 and authorizing the execution of the contract.

Background

Requisition #134664 was submitted by the Department of Infrastructure – Road & Bridge Division to purchase two (2) truck-mounted attenuators as outlined in the sales quote. The scope of work for the truck mounted attenuators will be to greatly enhance safety for road workers and motorists during roadway construction, maintenance, and other roadside activities. Funding source is 01.0200.0210.005711. Point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Purchase Contract and Quote
Form 1295 - Traffic and Parking Control Co Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/06/2024 07:32 AM
County Judge Exec Asst.	Becky Pruitt	06/06/2024 08:29 AM
Form Started By: Fernando Ramirez		Started On: 05/30/2024 03:27 PM
Final Approval Date: 06/06/2024		

**WILLIAMSON COUNTY
PURCHASE CONTRACT**
(Traffic and Parking Control Co., Inc.)

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 PURCHASE 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 **Traffic and Parking Control Co., Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to purchase goods in addition to those described in **Exhibit “A”**, such additional goods shall be described in a separate written amendment to this Contract 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. Vendor shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract 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 and shall continue for one (1) year.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Vendor for the goods shall be capped and paid in the amount set out in **Exhibit “A”**. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson

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

IV.

Tax Exemption: 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

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

XII.

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

XIII.

No Assignment: Vendor may not assign this Contract.

XIV.

Confidentiality: Vendor 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.

XV.

Foreign Terrorist Organizations: Vendor 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.

XVI.

Public Information: Vendor 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.

XVII.

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

- A. As described in the attached Quote, and being marked **Exhibit "A,"** which is incorporated herein; and
- B. The cooperative purchasing contract (OMNIA Contract # 2020-200).

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.

XVIII.

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

Judge Bill Gravell, Jr.,

Printed Name

Date: _____, 20____

SERVICE PROVIDER:

Traffic and Parking Control Co., Inc

Name of Service Provider

DocuSigned by:

Nick Hatch

Authorized Signature

Nick Hatch

Printed Name

5/20/2024

Date: _____, 20____



Exhibit A

SALES QUOTE

Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Rd
 Brown Deer, WI 53223
 Phone No.:800-236-0112
 E-Mail: customerservice@tapconet.com

SALES QUOTE DATE

3/13/2024

SALES QUOTE NUMBER

CUSTOMER NO.

Page: 1

BILL TO

Williamson County Road and Bridge
 Jenifer Favreau
 3151 SE Inner Loop
 Georgetown, TX 78626
 United States of America

SHIP TO

Unified Road System
 Jenifer Favreau
 3151 SE Inner Loop
 STE B
 Georgetown, TX 78626
 United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
TMA	BEST RATE Quoted	Net 30 DAYS	Amy Schmidt-Borden	5/13/2024

Item/Description	U/M	Quantity	Unit Price	Total Price
Option 1: Center Support TMA				
SP TRAFFIC Attenuator,Truck Mounted,Scorpion 2,MASH TL-3 TMA, Center Support, 12" Fast,For Flat Bed Trucks	Each	1	35,645.08	35,645.08
Option 2: Dump Truck Support TMA				
SP TRAFFIC Attenuator,Truck Mounted,Scorpion 2,MASH TL-3 TMA, Dump Truck Side Support,2 12" Fast Track	Each	1	35,940.92	35,940.92
Furnish only quote. Installation is not included. Thank You - Amy Schmidt-Borden Email: amy.schmidtborden@tapconet.com Office Number: 262-649-5218				
TAPCO OMNIA Partners Contract # 2020-200				
3200-0000 FREIGHT SALES		1	3,240.00	3,240.00

Subtotal:	74826.00
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	74,826.00

All prices are listed in US Dollar (USD)
 For terms and conditions, please visit <https://tapconet.com/terms-conditions>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2024-1163361

Date Filed:
 05/20/2024

Date Acknowledged:
 05/30/2024

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

Traffic and Parking Control Co.
 Brown Deer, WI 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.

2024203
 Truck Mounted Attenuators.

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 _____, _____, _____, _____, _____.
(street) (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

1 of 1

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:
2024-1163361

Date Filed:
05/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Traffic and Parking Control Co.
Brown Deer, WI 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.
2024203
Truck Mounted Attenuators.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jason Kugel	Brown Deer, WI USA	X	
	Andrew Bergholz	Brown Deer, WI USA	X	
	Eric Stangel	Brown Deer, WI USA	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Paul Schmidbauer, and my date of birth is [REDACTED].

My address is [REDACTED], Brown Deer, WI, 53223, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Milwaukee County, State of Wisconsin, on the 24 day of May, 2024.
(month) (year)



Digitally signed by Paul Schmidbauer
Date: 2024.05.24 09:19:11 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

17.

Meeting Date: 06/11/2024

Texas Materials Group 23IFB91 O'Connor Dr Milling & Overlay

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB91 for Texas Materials Group in the amount of -\$307,923.76 for O'Connor Drive Milling and Overlay. Funding source: 01.0200.0210.003599.

Background

This Change Order No 1 is a balancing Change Order. All work has been completed. The original contract amount was \$1,546,417.84. With the addition of this Change Order No 1 in the amount of -\$307,923.76, the final contract amount will be \$1,238,494.08.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Texas Materials Group 23IFB91 O'Connor Dr Milling & Overlay

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 09:43 AM

Started On: 06/05/2024 12:10 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

- 1. CONTRACTOR: Texas Materials Group, Inc.
- 2. Change Order Work Limits: Sta. _____ to Sta. _____
- 3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>231FB91</u>
Roadway:	<u>O'Conner Drive Mill and Overlay</u>
Purchase Order Number:	_____

5. Describe the work being revised:

Miscellaneous difference in site conditions.

- 6. Work to be performed in accordance with Items: All
- 7. New or revised plan sheet(s) are attached and numbered: N/A
- 8. New Special Provisions to the contract are attached: Yes No

9. 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).

<p><i>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.</i></p> <p>THE CONTRACTOR Date <u>12-APR-2024</u></p> <p>By <u>John Thomas</u> <small>Digitally signed by John Thomas DN: cn=US, email=John.Thomas@texasmaterials.com, c=US, ou=Texas Materials Group, o=Texas Materials Group, ou=John Thomas, dn=John Thomas, email=John.Thomas@texasmaterials.com, Date: 2024.04.12 10:47:21-0500</small></p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: _____ Days added on this CO: _____</p> <p>Amount decreased by this change order: <u>(\$307,923.76)</u></p>

RECOMMENDED FOR EXECUTION:

[Signature] 6/5/24 _____ Date
Project Manager Construction Observer
 APPROVED REQUEST APPROVAL

[Signature] 6/5/24 _____ Date
Design Engineer
 APPROVED REQUEST APPROVAL

[Signature] 6/6/24 _____ Date
Program Manager
 APPROVED REQUEST APPROVAL

Design Engineer's Seal:

_____ Date
 APPROVED REQUEST APPROVAL

_____ Date
 APPROVED County Judge



WILLIAMSON COUNTY, TEXAS

Change Order

1

Project # 231FB91

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED			ADD or (DEDUCT)			NEW		
			UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN	
160	FURNISHING AND PLACING TOPSOIL (4")	SY	\$7.00	5,116.00	\$35,812.00	0.00	5,116.00	\$35,812.00		\$0.00	
164	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	\$0.36	5,116.00	\$1,841.76	0.00	5,116.00	\$1,841.76		\$0.00	
166	FERTILIZER	AC	\$875.00	2.00	\$1,750.00	0.00	2.00	\$1,750.00		\$0.00	
6001	VEGETATIVE WATERING	MG	\$40.00	635.00	\$25,400.00	(635.00)	0.00	\$0.00		(\$25,400.00)	
6175	AGGR (TY-B GR-4 SAC-B)	CY	\$150.00	514.00	\$77,100.00	0.00	514.00	\$77,100.00		\$0.00	
316	ASPH (CHFRS-2P OR CRS-2P)	GAL	\$4.80	20,675.00	\$99,240.00	(6,068.00)	14,607.00	\$70,172.00		(\$29,068.00)	
6011	D - GR HMA(SQ) TY - B PG64 - 22	TON	\$111.00	1,950.00	\$216,450.00	(1,597.48)	352.52	\$39,152.52		(\$177,297.48)	
340	D - GR HMA TY(SQ) - D PG70 - 22	TON	\$141.00	6,498.00	\$916,218.00	(284.90)	6,213.10	\$876,047.10		(\$40,170.90)	
354	PLANE ASPH CONC PAV (0" TO 2")	SY	\$4.00	5,563.20	\$22,252.78	649.90	6,213.10	\$24,852.40		\$2,599.62	
354	PLANE ASPH CONC PAV (8")	SY	\$9.00	4,430.00	\$39,870.00	(3,643.40)	786.60	\$7,079.40		(\$32,790.60)	
500	MOBILIZATION	LS	\$53,000.00	1.00	\$53,000.00	0.00	1.00	\$53,000.00		\$0.00	
6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$15,000.00	1.00	\$15,000.00	0.00	1.00	\$15,000.00		\$0.00	
6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	\$1.50	1,089.04	\$1,633.56	(67.04)	1,022.00	\$1,533.00		(\$100.56)	
6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	\$1.50	764.00	\$1,146.00	0.00	764.00	\$1,146.00		\$0.00	
666	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	\$1.30	2,320.92	\$3,017.20	(265.92)	2,055.00	\$2,671.50		(\$345.70)	
6401	REFL PAV MRK TY I (W) 12" (SLD) (090MIL)	LF	\$2.00	1,082.00	\$2,164.00	(1,082.00)	0.00	\$0.00		(\$2,164.00)	
6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	\$25.00	114.60	\$2,865.00	(114.60)	0.00	\$0.00		(\$2,865.00)	
6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	\$115.00	12.00	\$1,380.00	(2.00)	10.00	\$1,150.00		(\$230.00)	
666	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	\$130.00	10.00	\$1,300.00	2.00	12.00	\$1,560.00		\$260.00	
666	REFL PAV MRK TY II (W) 4" (BRK)	EA	\$30.00	5.00	\$150.00	0.00	5.00	\$150.00		\$0.00	
6167	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.20	3,748.94	\$749.79	11.06	3,760.00	\$752.00		\$2.21	
6170	REFL PAV MRK TY II (W) 8" (SLD)	LF	\$0.20	16,566.84	\$3,313.37	(1,155.84)	15,411.00	\$3,082.20		(\$231.17)	
666	REFL PAV MRK TY II (W) 8" (SLD)	LF	\$0.50	2,320.92	\$1,160.46	(16.92)	2,304.00	\$1,152.00		(\$8.46)	
6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	\$1.30	230.25	\$299.33	(230.25)	0.00	\$0.00		(\$299.33)	
666	REFL PAV MRK TY II (W) 24" (SLD)	LF	\$1.95	114.60	\$223.47	(114.60)	0.00	\$0.00		(\$223.47)	
6184	REFL PAV MRK TY II (W) (ARROW)	EA	\$55.00	12.00	\$660.00	(2.00)	10.00	\$550.00		(\$110.00)	
6192	REFL PAV MRK TY II (W) (WORD)	EA	\$55.00	10.00	\$550.00	2.00	12.00	\$660.00		\$110.00	
666	REFL PAV MRK TY II (W) 18" (YLD TRI)	EA	\$15.00	5.00	\$75.00	5.00	10.00	\$150.00		\$75.00	
6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	\$0.10	1,514.00	\$151.40	(1,514.00)	0.00	\$0.00		(\$151.40)	
6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.20	13,804.04	\$2,760.81	1,212.96	15,017.00	\$3,003.40		\$242.59	
666	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	\$0.50	3,748.94	\$1,874.47	(28.94)	3,720.00	\$1,860.00		(\$14.47)	
666	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	\$0.50	16,566.84	\$8,283.42	(1,186.84)	15,380.00	\$7,690.00		(\$593.42)	
6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	\$0.50	13,804.04	\$6,902.02	2,511.96	16,316.00	\$8,158.00		\$1,255.98	
6007	REFL PAV MRKR TY I-C	EA	\$6.00	304.00	\$1,824.00	(4.00)	300.00	\$1,800.00		(\$24.00)	
					\$1,546,477.84			\$1,238,494.08		(\$307,983.76)	

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Commissioners Court - Regular Session

18.

Meeting Date: 06/11/2024

Kimley-Horn 24RFSQ17 WA1 On Call Traffic Engineering 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 Work Authorization No 1 in the amount of \$50,000.00 to expire December 31, 2026 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Kimley-Horn 24RFSQ17 WA1 On Call Traffic Engineering Services

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/06/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

06/06/2024 09:45 AM

06/06/2024 10:07 AM

Started On: 06/06/2024 09:21 AM

WORK AUTHORIZATION NO. 1

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
On-Call Traffic Engineering Services**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 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").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$50,000.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

Continued next page

EXECUTED this _____.

ENGINEER:

Kimley-Horn and Associates, Inc.

COUNTY:

Williamson County, Texas

By:  _____
Signature

By: _____
Signature

Trey Neal

Printed Name

Printed Name

Vice President

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

WORK AUTHORIZATION NO. 1

PROJECT: On-Call Traffic Engineering Services

**ATTACHMENT A
Services to be provided by the County**

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

WORK AUTHORIZATION NO. 1

PROJECT: On-Call Traffic Engineering Services

**ATTACHMENT B
Services to be provided by the Engineer**

Services will be addressed as requested by Williamson County on a time and material basis.

WORK AUTHORIZATION NO. 1

PROJECT: On-Call Traffic Engineering Services

**ATTACHMENT C
Work Schedule**

The Engineer will provide a work schedule for the assigned tasks.

WORK AUTHORIZATION NO. 1

PROJECT: On-Call Traffic Engineering Services

**ATTACHMENT D
Fee Schedule**

RATE SCHEDULE

Kimley-Horn and Associates, Inc.

Direct Labor	Rate (per hour)
Analyst	\$185.00
Professional	\$225.00
Senior Engineer I / Senior Professional I	\$265.00
Senior Engineer II / Senior Professional II	\$325.00
Senior Designer	\$195.00
CAD Technician	\$150.00
Senior Support Staff	\$145.00
Support Staff	\$125.00
Direct Expenses	Rate & Unit of Measure
Postage & shipping (metered/bulk)	\$180.00 per month
Materials and shipping	\$50.00 per package
Overnight mail – oversized box	\$50.00 per each
Courier services	\$50.00 per each
Photocopies B/W (8.5”x11”)	\$0.15 per each
Photocopies B/W (11”x17”)	\$0.25 per each
Photocopies color (8.5”x11”)	\$1.00 per each
Photocopies color (11”x17”)	\$1.50 per each
Digital ortho plotting	\$3.00 per sheet
Plots (B/W on bond)	\$1.50 per square foot
Plots (color on bond)	\$3.00 per square foot
Plots (color on photographic paper)	\$7.50 per square foot
Color graphics on foam board	\$7.50 per square foot
Presentation board up to 48”x60” color mounted	\$100.00 per each
Outside printing – reports (includes labor and supplies)	\$75.00 per each
Report binding and tabbing (includes labor and supplies)	\$20.00 per each
Reproduction of CD/DVD	\$40.00 per each
CDs/DVDs	\$2.50 per each
Cardstock color (8.5”x11”)	\$2.50 per each
4”x6” digital color print	\$1.00 per each
Historical aerial images (photographs, negatives, maps)	\$125.00 per each
Aerial photographs (1” = 500’ scale)	\$100.00 per each
Maps and map records	\$2.50 per each
Environmental field supplies (lathes, stakes, flagging, spray)	\$60.00 per day

paint, etc.)	
Noise meter rental	\$100.00 per day
GPS receiver (rates applied to actual time GPS units are in use)	\$30.00 per hour

Quality Counts, LLC

Turning Movement Counts	Cost	Additional Hour
2 Hour Minor Intersection	\$180.00	\$55.00
2 Hour Major Intersection	\$280.00	\$95.00
Extended Duration Counts	Cost	
13-Hour Minor Intersection	\$785.00	
13-Hour Major Intersection	\$1,325.00	
24-Hour Minor Intersection	\$1,390.00	
24-Hour Major Intersection	\$2,370.00	
ATR	1st 24 Hours	Each Additional Day
Volume ADT (1-3 Lanes)	\$220.00	\$90.00
Volume ADT (4+ Lanes)	\$440.00	\$160.00
Volume/Speed/Class ADT (1-3 Lanes)	\$240.00	\$110.00
Volume/Speed/Class ADT (4+ Lanes)	\$480.00	\$220.00
Mainline Radar (Volume/Length/Speed)	\$725.00	\$150.00
Unique Studies	Cost	Unit of Cost
Spot Speed Study (Hand Held Radar)	\$280.00	2 hours or 125 cars each direction
Stop Sign Delay Study	\$210.00	Per Hour

McGray & McGray Land Surveyors, Inc.

Conventional Field Crew Services	Rate (per hour)
1 man reconnaissance or data gathering	\$140.00
2 man survey crew, with vehicle and data collection	\$190.00
3 man survey crew, with vehicle and data collection	\$225.00
Fixed wing flight crew (includes pilot and sensor operator)	\$225.00
Helicopter flight crew (includes pilot and sensor operator)	\$225.00
There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).	
Office/Professional/Technical Services	Rate (per hour)
Project Manager	\$201.50
GIS Technician – Senior	\$107.17
GIS Technician	\$87.32
Abstractor	\$85.97
Surveyor (RPLS) Senior	\$188.06
Surveyor (RPLS)	\$166.57
Survey Technician (Surveyor-In-Training) – SIT	\$115.53

Survey Technician	\$95.38
Certified Photogrammetrist	\$107.47
Aerial Mapping Technician	\$94.03
Aerial Office Technician	\$90.00
Aerial Processing Technician	\$91.35
LiDAR Task Lead	\$107.47
LiDAR Mapping Technician (Aerial)	\$96.72
LiDAR Office Technician (Aerial)	\$96.72
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	\$96.72
Mapping Editor (includes QA/QC, Finishing & Finalization)	\$102.09
Orthophoto Specialist	\$91.35
Survey Field Crew Coordinator	\$91.35
Project Coordinator – Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	\$107.47
Project Coordinator – Helicopter, Fixed Wing, Mobile, UAS, Terrestrial	\$107.47
Administrative/Clerical	\$85.97
Specialized Equipment	
ATV (All-Terrain Vehicle)	\$85.00 per day
Additional Survey Vehicle	\$100.00 per day
LiDAR Terrestrial Scanner	\$100.00 per hour
UAV (Drone) Aerial Mapper	\$5,000.00 per day
Mobile Mapper	\$9,000.00 per day
Unusual equipment or additional service providers will be charged at cost.	

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session

19.

Meeting Date: 06/11/2024

Bartlett Farms MUD

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Bartlett Farms MUD of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TCEQ Comment Letter - Bartlett Farms MUD

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 11:58 AM

Started On: 06/06/2024 11:44 AM



Williamson County Courthouse

710 Main Street, Georgetown, TX 78626

512.943.1100

wilcotx.gov

JUNE 11, 2024

OFFICE OF THE CHIEF CLERK
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
MC-105, TCEQ
P.O. BOX 13087
AUSTIN, TX 78711-3087

RE: BARTLETT FARMS MUD
TCEQ INTERNAL CONTROL NO. D-04012024-006
CN: 606248904 RN: 111949616

To Whom It May Concern:

Williamson County writes in response to your notice dated May 1, 2024, copy attached, regarding the submission of a petition for the creation of the above-referenced Bartlett Farms MUD of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).



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For example, the County notes that, in your notice item (5), the District seeks traditional road powers including:

“(5) design, acquire, construct, finance, improve, operate, and maintain macadamized, graveled, or paved roads, or improvements in aid of those roads; and (6) provide such other facilities, systems, plants, and enterprises as shall be consonant with the purpose for which the proposed District is created.”

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County’s maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County’s position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraphs include standard terms in these agreements that the County argues should also apply to the TCEQ created MUDs for equity and public health and safety.

ROADS

The County has adopted a Long-Range Transportation Plan (“LRTP”) which provides for the planning and future construction of certain road corridors within the County (“Corridor Project”). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.



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Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. Commencing upon the tenth (10th) anniversary date from the date the County provisionally accepted a Subdivision Road, the District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road.

LAW ENFORCEMENT

Pursuant to the authority set forth in Section 49.216 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County for law enforcement services in that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County. Funding shall include per law enforcement position cost for compensation, benefits, vehicles and equipment, as kept by the Williamson County Budget Office. Owner and District acknowledge that any such funding would be used to enhance law enforcement services in Williamson County, as well as in, on and around the Land. Furthermore, the provision of such funding will not mandate or require County to designate, allocate or assign specific law enforcement personnel, vehicles, equipment or services to areas of the Land and that any additional County law enforcement personnel, vehicles, equipment or services funded by District will be assigned countywide. Owner and District understand and agree the County shall not be required to increase its budget for additional law enforcement personnel, vehicles, equipment and services in the event the County does not receive appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to do so.

FIRE AND EMS SERVICES

Pursuant to the authority set forth in Section 49.351 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract to provide for fire- fighting and emergency medical services within the District including providing for necessary buildings, facilities, land, and equipment for such services. As necessary to implement any such contract, the District shall develop a plan that describes the contract, including a presentation of the financial requirements under the contract, submit such contract to the Texas Commission on Environmental Quality for approval, and conduct an election for approval of the plan and financing, all in accordance with the requirements of Section 49.351(g)-(i) of the Texas Water Code.



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Owner and the County agree to negotiate in good faith the terms of one or more agreements pursuant to which the Owner shall convey, or cause to be conveyed, to the County by special warranty deed one or more sites within the Land for establishment of necessary buildings for fire and/or emergency medical services at no cost to the County. The agreement(s) will set forth terms for timing of conveyance, identification of site(s) that do not materially impair development of the Land, and may provide for funding of construction of the buildings by Owner.

ANIMAL CONTROL SERVICES

The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County. For future planning purposes in relation to a contract to be executed between the County and District, the Parties acknowledge the firm of Jackson & Ryan Architects prepared a Capacity Study, dated December 4, 2014 that cites that seven (7) cats and ten (10) dogs are attributed to every one-thousand (1,000) individuals, or 370 homes. As of the Effective Date of this Agreement, the average cost to provide shelter and care at the Williamson County Regional Animal Shelter is approximately \$500.00 per animal. Based on the abovementioned Capacity Study and current cost estimations and projections, for every 370 homes constructed in the Land, the District would pay to the Williamson County Regional Animal Shelter for shelter and care of cats and dogs the amount of \$185,000.00. The Parties acknowledge the Capacity Study is a 2014 study and that the average cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter is based on current day estimates and projections. Thus, the actual cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter may be different than such estimates and projections; and that these amounts are only being provided for future planning purposes.

Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer's MUD be affected, all other residents that the county provides such services will also be affected. The first MUD came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long-term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions regardless of whether it is created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.



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Therefore, as referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Sincerely,

Bill Gravell, Jr.
Williamson County Judge

Enc.

Commissioners Court - Regular Session

20.

Meeting Date: 06/11/2024

Final plat for the Santa Rita Ranch Phase 6 Section 3 subdivision – Pct 2

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 6 Section 3 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 6 development. It consists of 44 single family lots, 1 open space/drainage/landscape/utility lot, 1 open space/drainage/landscape/utility/water quality lot and 2,097 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$613,043.45 has been posted with the County to cover the cost of the remaining construction.

Timeline

- 2024-03-05 – initial submittal of the final plat
- 2024-04-04 – 1st review complete with comments
- 2024-05-06 – 2nd submittal of final plat
- 2024-05-21 – 2nd review complete with comments
- 2024-05-31 – 3rd submittal of final plat with signatures
- 2024-06-05 – 3rd review complete with comments cleared
- 2024-06-06 – final plat placed on the June 11, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - SRR Ph 6 Sec 3

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/06/2024

Reviewed By

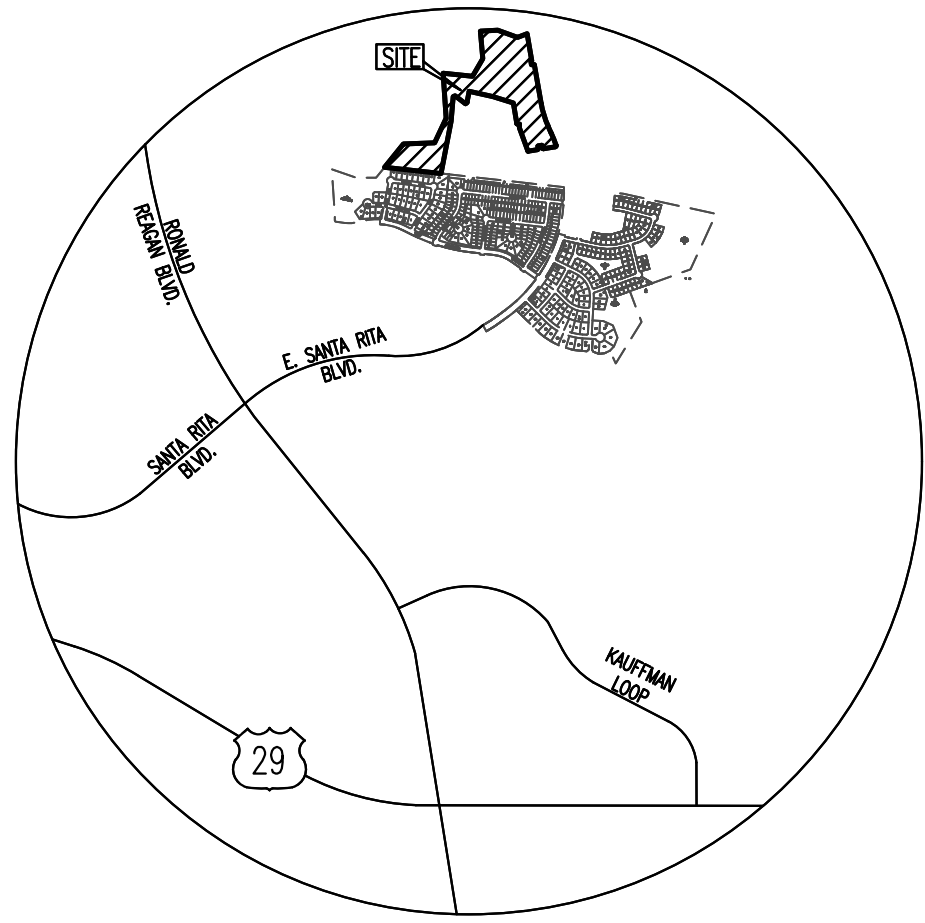
Becky Pruitt

Date

06/06/2024 11:59 AM

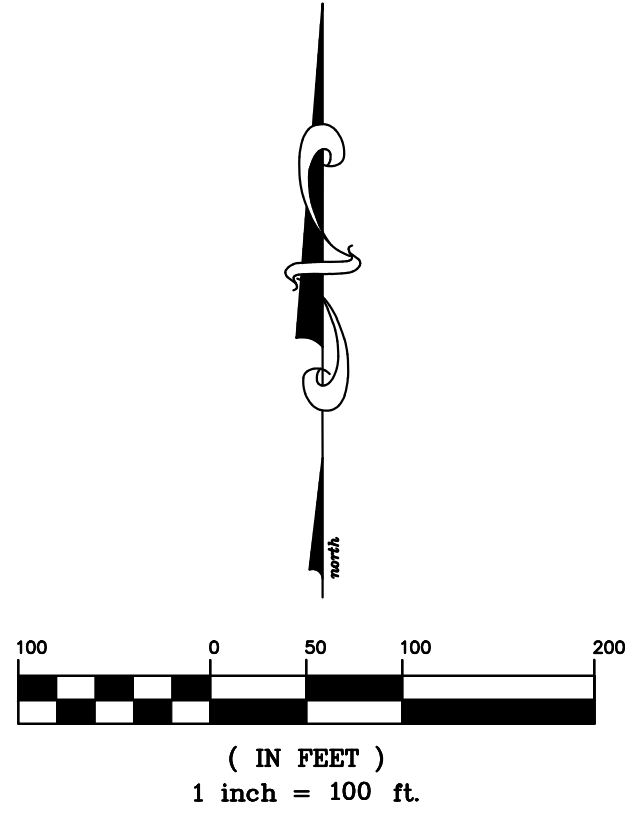
Started On: 06/06/2024 11:51 AM

SANTA RITA RANCH PHASE 6, SECTION 3 FINAL PLAT



VICINITY MAP
APPROX. SCALE: 1"=2000'

FINAL PLAT



- LEGEND**
- BENCHMARK
 - CAPPED 1/2" IRON ROD FOUND
STAMPED "CBD SETSTONE"
 - CAPPED 1/2" CAPPED IRON ROD SET
STAMPED "CBD SETSTONE"
 - 1** LOT NUMBER
 - BLOCK DESIGNATION
 - BSL** BUILDING SETBACK LINE
 - PUE** PUBLIC UTILITY EASEMENT
 - DE** DRAINAGE EASEMENT
 - LSE** LANDSCAPE EASEMENT
 - WQE** WATER QUALITY EASEMENT
 - OS** OPEN SPACE
 - FEMA 100-YEAR FLOODPLAIN
 - PROPOSED 100-YEAR
FLOODPLAIN (ATLAS 14)
 - FEMA 100-YEAR FLOODWAY
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

Minimum Finished Floor Elevation (NAVD '88)		
Block	Lot	Min FFE
A	45	985.5'
A	46	985.5'
A	47	985.5'
A	48	985.5'
A	49	985.5'
A	50	985.5'
A	51	985.5'
A	52	985.5'
A	53	985.5'
A	54	985.7'
A	55	985.7'

ORIGINAL SUBMITTAL DATE: MARCH 5, 2024

DATE: MAY 23, 2024

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE
TOTAL ACREAGE: 29.053 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

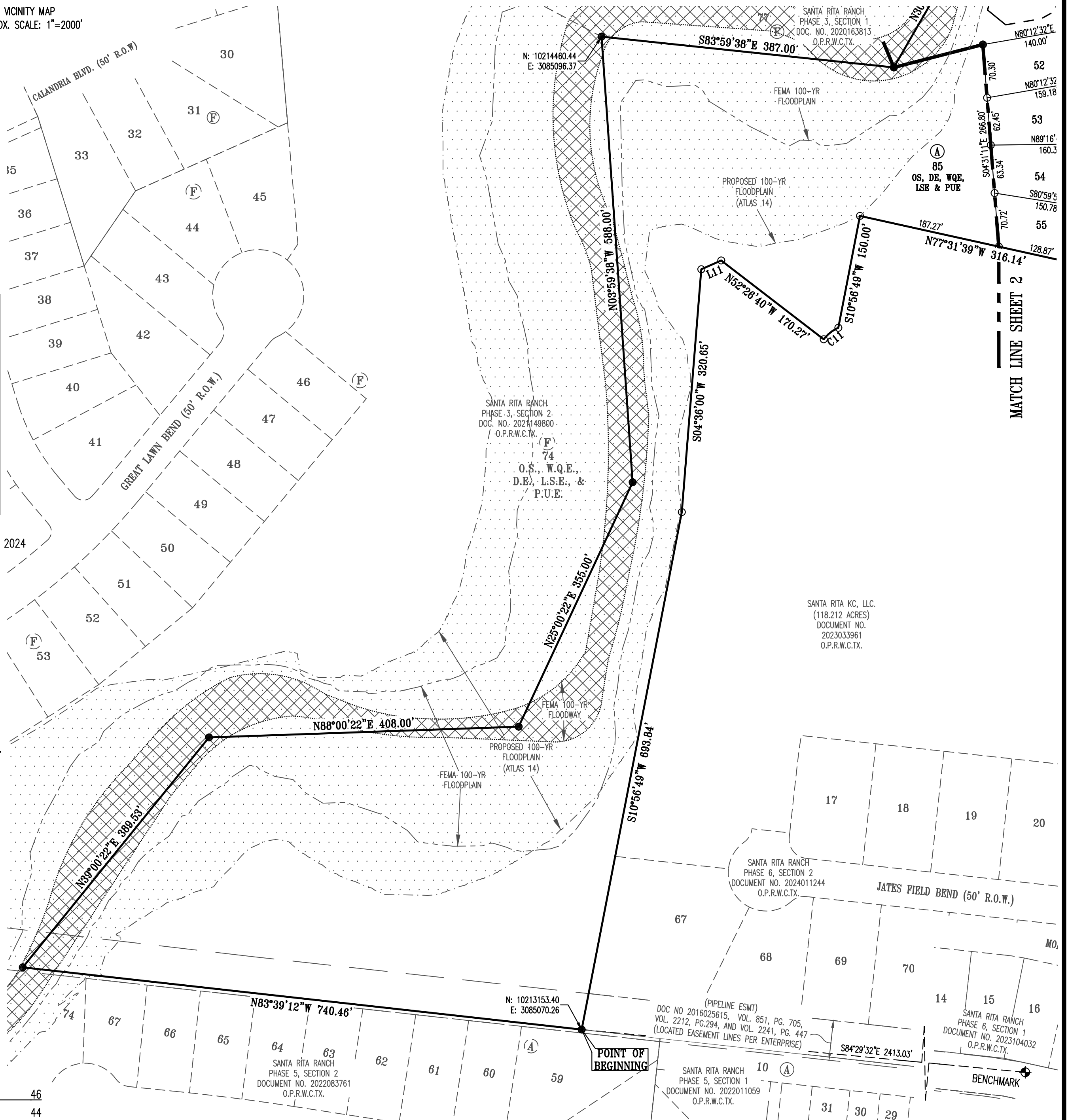
BENCHMARK:
CAPPED IRON ROD SET
STAMPED "CONTROL"
N: 10212921.80
E: 3087472.14
ELEV: 979.79
(NAVD '88)

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	46
SINGLE FAMILY LOTS:	44
O.S., D.E., L.S.E. & P.U.E. LOTS:	1
O.S., D.E., W.Q.E., L.S.E., & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
IRVINE PASS	1,089'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
JATES FIELD BEND	158'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
KISER ROAD	850'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	2,097'					



SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

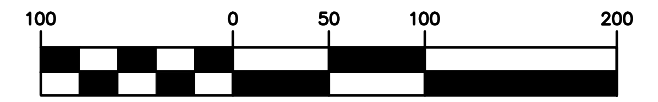
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 6, SECTION 3 FINAL PLAT



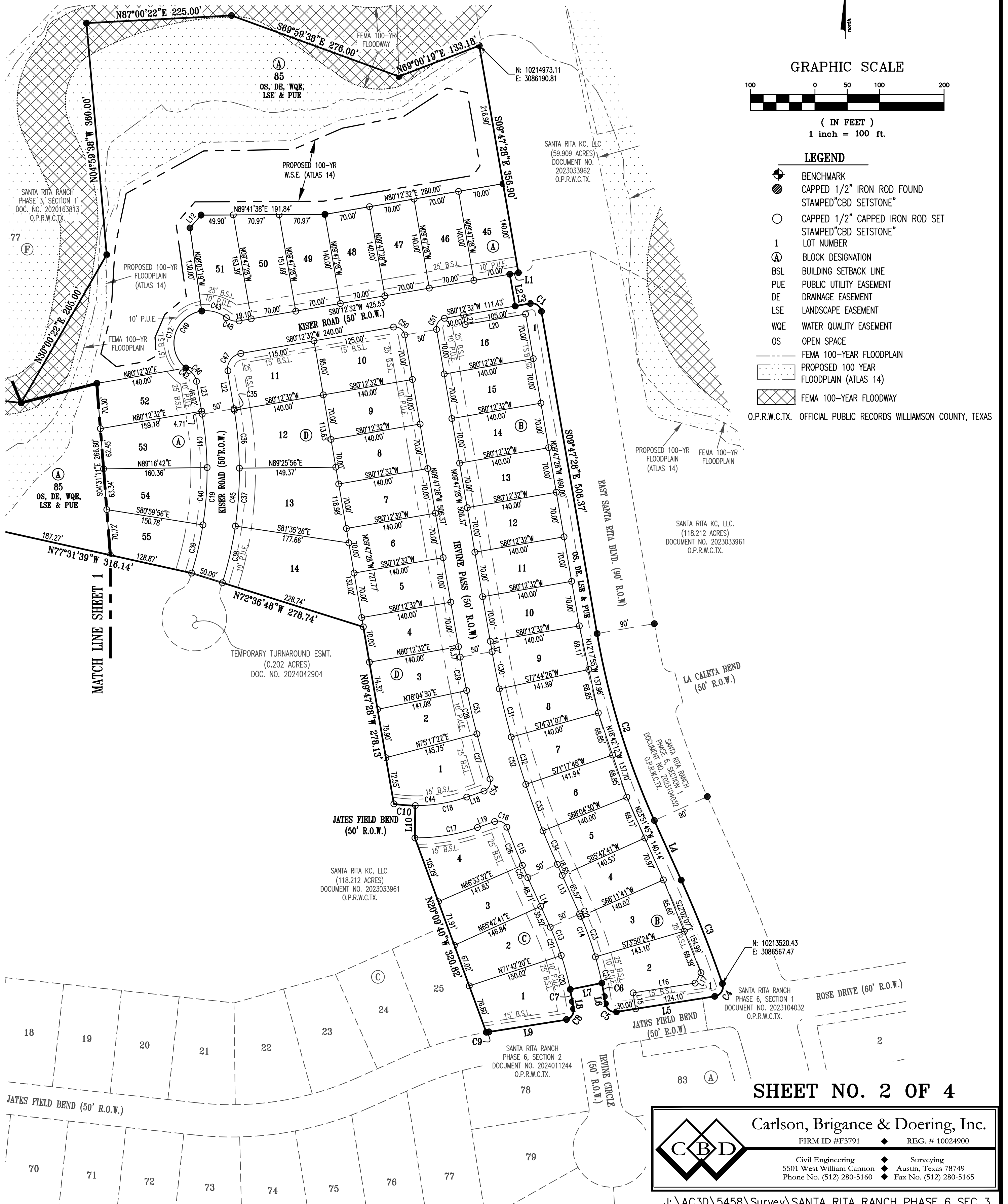
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
 - CAPPED 1/2" IRON ROD FOUND
STAMPED "CBD SETSTONE"
 - CAPPED 1/2" CAPPED IRON ROD SET
STAMPED "CBD SETSTONE"
 - 1** LOT NUMBER
 - (A)** BLOCK DESIGNATION
 - BSL BUILDING SETBACK LINE
 - PUE PUBLIC UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - LSE LANDSCAPE EASEMENT
 - WQE WATER QUALITY EASEMENT
 - OS OPEN SPACE
 - FEMA 100-YEAR FLOODPLAIN
 - PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
 - FEMA 100-YEAR FLOODWAY
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



SHEET NO. 2 OF 4

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 6, SECTION 3 FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

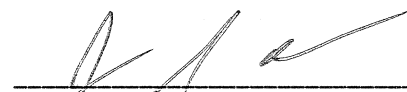
I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THE CERTAIN CALLED 118.212 ACRE TRACT OF LAND CONVEYED BY DEED IN DOCUMENT NUMBER 2023033961, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS OUT OF AND A PART OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH PHASE 6, SECTION 3 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28 DAY OF May, 2024

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER




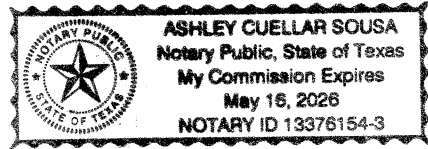
JAMES EDWARD HORNE
VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF May, 2024 A.D.



NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN SECURED BY THE PROPERTY, DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

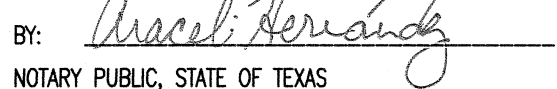
INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: 
PRINTED NAME: Jason Rangel
TITLE: Branch vice president

STATE OF TEXAS Travis
COUNTY OF Travis

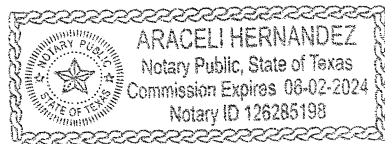
BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17 DAY OF May, A.D., 2024

BY: 
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-2-2024




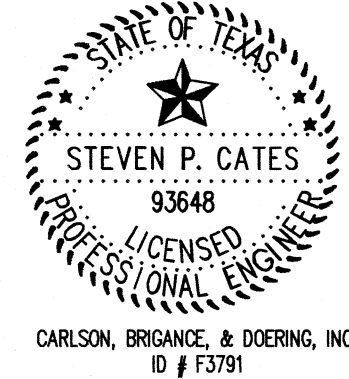
THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.
THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

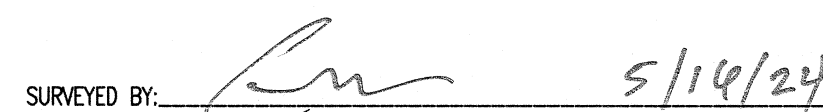
I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY:  5-16-2024
DATE
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749




STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, ERIC JOHN DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.


SURVEYED BY:  5/14/24
DATE
ERIC JOHN DANNHEIM, R.P.L.S. NO. 6075
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
EDANNHEIM@cbdeng.com



THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

 5/29/2024
DATE
PAUL BRANDENBURG, CITY MANAGER
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24 DAY OF May, 2024 A.D.


WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
Cindy Bridges
PRINTED NAME

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, _____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 4 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ♦ REG. # 10024900
Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

Commissioners Court - Regular Session

21.

Meeting Date: 06/11/2024

Final plat for the BC 207 subdivision – Pct 2

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the BC 207 subdivision – Precinct 2.

Background

This subdivision consists of 1 lot and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

- 2024-02-26 – initial submittal of the final plat
- 2024-03-27 – 1st review complete with comments
- 2024-04-22 – 2nd submittal of final plat
- 2024-05-06 – 2nd review complete with comments
- 2024-05-06 – 3rd submittal of final plat
- 2024-05-21 – 3rd review complete with comments clear
- 2024-06-04 – receipt of final plat with signatures
- 2024-06-06 – final plat placed on the June 11, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final (minor) Plat - BC 207

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 12:00 PM

Started On: 06/06/2024 11:54 AM

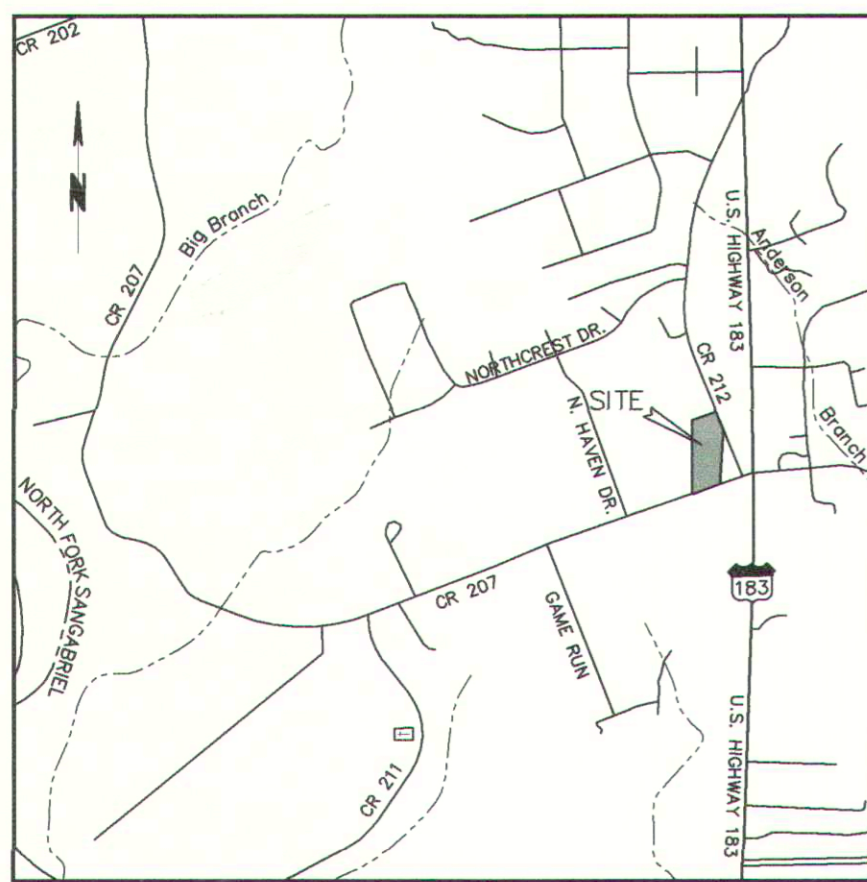
MINOR PLAT OF BC 207

BEING A MINOR PLAT CONSISTING OF 5.789 ACRES OF LAND TO CREATE ONE LOT, BEING SITUATED IN THE W.O. STUBBLEFIELD SURVEY, ABSTRACT NO. 842 AND THE WAYMAN F. WELLS SURVEY, ABSTRACT NO. 648, WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

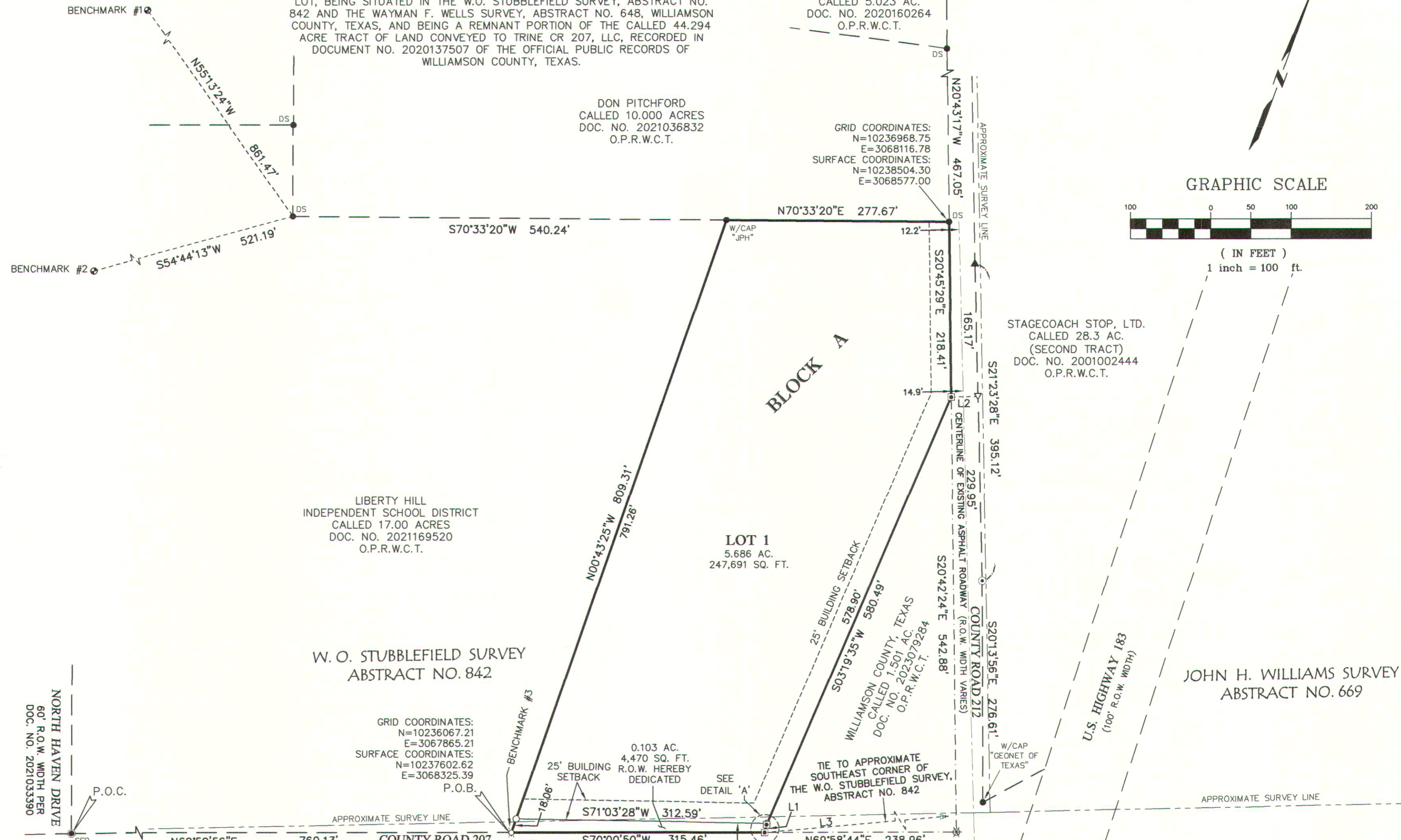
DON PITCHFORD
CALLED 10.000 ACRES
DOC. NO. 2021036832
O.P.R.W.C.T.

CHRISTY L. GESSLER AND
BRIAN LEE WHETSEL
CALLED 5.023 AC.
DOC. NO. 2020160264
O.P.R.W.C.T.

GRID COORDINATES:
N=10236968.75
E=3068116.78
SURFACE COORDINATES:
N=10236504.30
E=3068577.00



VICINITY MAP
(NOT TO SCALE)



SUBMITTAL DATE: FEBRUARY 26, 2024

ENGINEER: LJA ENGINEERING
2700 LA FRONTERA BLVD, SUITE 150
ROUND ROCK, TX 78681
(512) 767-7300
whoysa@lja.com

SURVEYOR: DIAMOND SURVEYING, INC.
116 SKYLINE RD.
GEORGETOWN, TX 78628
(512) 931-3100
shane@diamondsurveying.com

PROPERTY OWNER: TRINE CR 207, LLC
181 MERCURY COVE
LEANDER, TX 78641
(512) 751-0505
johnavery@pioneerdevelopment.net

BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

BENCHMARK #1: PK NAIL SET ON SOUTHWEST CORNER OF CONCRETE DRAINAGE STRUCTURE AROUND THREE 18" CORRUGATED METAL PIPES CROSSING UNDER NORTH HAVEN DRIVE.
ELEVATION=990.38'
VERTICAL DATUM: NAVD-88 (GEOID 2012A)

BENCHMARK #2: PK NAIL SET IN CONCRETE RIBBON CURB ON EAST SIDE OF NORTH HAVEN DRIVE, APPROXIMATELY 632 FEET NORTH OF THE INTERSECTION OF NORTH HAVEN DRIVE AND COUNTY ROAD 207.
ELEVATION=1003.13'
VERTICAL DATUM: NAVD-88 (GEOID 2012A)

BENCHMARK #3: COTTON GIN SPINDLE SET ON SOUTHWEST CORNER OF LOT 1, APPROXIMATELY 760 FEET EAST OF THE INTERSECTION OF NORTH HAVEN DRIVE AND COUNTY ROAD 207.
ELEVATION=999.21'
VERTICAL DATUM: NAVD-88 (GEOID 2012A)

LIBERTY HILL
INDEPENDENT SCHOOL DISTRICT
CALLED 17.00 ACRES
DOC. NO. 2021169520
O.P.R.W.C.T.

LOT 1
5.686 AC.
247,691 SQ. FT.

GRID COORDINATES:
N=10236067.21
E=3067865.21
SURFACE COORDINATES:
N=10237602.62
E=3068325.39

PATRICK D. AARON
CALLED 15.00 AC.
DOC. NO. 2024013768
O.P.R.W.C.T.

LEGEND

- IRON ROD FOUND
- DS IRON ROD FOUND WITH CAP STAMPED "DIAMOND SURVEYING"
- TXDOT TYPE I MONUMENT FOUND
- ☼ COTTON GIN SPINDLE FOUND
- 3/4" IRON PIPE FOUND
- ▣ IRON ROD FOUND WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- ▲ PK NAIL FOUND
- SFP STEEL FENCE POST FOUND
- ▽ CALCULATED POINT
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ☼ COTTON GIN SPINDLE SET
- BENCHMARK
- RIGHT-OF-WAY DEED LINE
- - - APPROXIMATE SURVEY LINE
- CENTER OF EXISTING ASPHALT ROADWAY
- R.O.W. RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S06°18'49"E	10.18'
L2	N68°36'32"E	33.30'
L3	N65°00'E	282'
L4	S19°00'39"E	33.68'

LJA Engineering, Inc.

2700 La Frontera Blvd.
Suite 150
Round Rock, Texas 78681



Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

SHEET 1 OF 3

MINOR PLAT OF BC 207

BEING A MINOR PLAT CONSISTING OF 5.789 ACRES OF LAND TO CREATE ONE LOT, BEING SITUATED IN THE W.O. STUBBLEFIELD SURVEY, ABSTRACT NO. 842 AND THE WAYMAN F. WELLS SURVEY, ABSTRACT NO. 648, WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

FOR A 5.789 ACRE TRACT OF LAND SITUATED IN THE W.O. STUBBLEFIELD SURVEY, ABSTRACT NO. 842 AND THE WAYMAN F. WELLS SURVEY, ABSTRACT NO. 648, WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 5.789 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF APRIL 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a steel fence post found on the southwest corner of the called 17.00 acre tract of land conveyed to Liberty Hill Independent School District, recorded in Document No. 2021169520 of the Official Public Records of Williamson County, Texas, same being on the southeast corner of North Haven Drive (60' right-of-way width) as shown on North Haven Phase A, a subdivision recorded in Document No. 2021033390, Official Public Records of Williamson County, Texas, same being on a point in the north right-of-way line of County Road 207 (right-of-way width varies);

THENCE, N 69°59'56"E with the south boundary line of said 17.00 acre Liberty Hill Independent School District tract and the north right-of-way line of said County Road 207 for a distance of 760.13 feet to a cotton gin spindle set on the southeast corner of said 17.00 acre Liberty Hill Independent School District tract and the southwest corner of said remnant portion of the 44.294 acre Trine CR 207, LLC tract, for the southwest corner and POINT OF BEGINNING hereof;

THENCE, N 00°43'25"W with the east boundary line of said 17.00 acre Liberty Hill Independent School District tract and the west boundary line of said remnant portion of the 44.294 acre Trine CR 207, LLC tract, for a distance of 809.31 feet to an iron rod found with cap stamped "JPH" monumenting the northeast corner of said 17.00 acre Liberty Hill Independent School District tract and the northwest corner of said remnant portion of the 44.294 acre Trine CR 207, LLC tract, same being on the south boundary line of the called 10.000 acre tract of land conveyed to Don Pitchford, recorded in Document No. 2021036832 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof, from which an iron rod found with cap stamped "Diamond Surveying" monumenting the southwest corner of said 10.000 acre Pitchford tract and an interior ell corner of said 17.00 acre Liberty Hill Independent School District tract, bears S 70°33'20" W for a distance of 540.24 feet;

THENCE, N 70°33'20" E with the north boundary line of said remnant portion of the 44.294 acre Trine CR 207, LLC tract and said south boundary line of the 10.000 acre Pitchford tract, for a distance of 277.67 feet to an iron rod found with cap stamped "Diamond Surveying" monumenting the northeast corner of said remnant portion of the 44.294 acre Trine CR 207, LLC tract and the southeast corner of said 10.000 acre Pitchford tract, same being on the west right-of-way line of County Road 212 (Right-of-way width varies) for the northeast corner hereof, from which an iron rod found with cap stamped "Diamond Surveying" monumenting the northeast corner of said 10.000 acre Pitchford tract and the southeast corner of the called 5.023 acre tract of land conveyed to Christy L. Gessler and Brian Lee Whetsel, recorded in Document No. 2020160264 of the Official Public Records of Williamson County, Texas, same being on said west right-of-way line of County Road 212, bears N 20°43'17"W for a distance of 467.05 feet;

THENCE, S20°45'29"E with the east boundary line of said remnant portion of the 44.294 acre Trine CR 207, LLC tract and said west right-of-way line of County Road 212, for a distance of 218.41 feet to an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY", monumenting the north corner of the called 1.501 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2023079284 of the Official Public Records of Williamson County, Texas, from which a cotton gin spindle found monumenting the southeast corner of said 1.501 acre Williamson County, Texas tract, bears S 20°42'24"E for a distance of 542.88 feet;

THENCE, with said east boundary line of the remnant portion of the 44.294 acre Trine CR 207, LLC tract and the west boundary line of said 1.501 acre Williamson County, Texas tract, the following two (2) courses and distances:

1. S 03°19'35"W for a distance of 580.49 feet to an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY";
2. S 06°18'49"E for a distance of 10.18 feet to an iron rod found with aluminum cap stamped "WILLIAMSON COUNTY", monumenting the southwest corner of said 1.501 acre Williamson County, Texas tract and the southeast corner of said remnant portion of the 44.294 acre Trine CR 207, LLC tract, same being on said north right-of-way line of County Road 207, for the southeast corner hereof, from which the aforementioned cotton gin spindle found monumenting the southeast corner of said 1.501 acre Williamson County, Texas tract, bears N 69°58'44"E for a distance of 238.96 feet;

THENCE, S 70°00'50"W with the south boundary line of said remnant portion of the 44.294 acre Trine CR 207, LLC tract and said north right-of-way line of County Road 207, for a distance of 315.46 feet to the POINT OF BEGINNING and containing 5.789 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

GENERAL NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH THE DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN, TEXAS. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
3. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
6. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
7. THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THIS REQUIREMENT APPLIES TO BLOCK A LOT 1.
8. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
9. NO LOT IN THIS SUBDIVISION IS ENCRACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0235F, EFFECTIVE DATE OF DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
10. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
11. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
13. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA IN PARTICULAR, WILL CHANGE OVER TIME AND CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
14. THE SUBJECT TRACT SHOWN HEREON IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. 9623649 AND 9623652, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
15. EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9903602, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. MAYBE A PORTION OF THE SUBJECT TRACT HOWEVER, CANNOT BE PLOTTED BY ITS DESCRIPTION. PER SAID DOCUMENT "THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS INSTALLED."
16. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
17. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
18. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
19. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
20. A DRIVEWAY PERMIT WILL BE REQUIRED FOR ANY MODIFICATIONS OR RELOCATIONS OF THE EXISTING DRIVEWAYS.

SHEET 2 OF 3

LJA Engineering, Inc.

2700 La Frontera Blvd.
Suite 150
Round Rock, Texas 78681

LJA
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

MINOR PLAT OF BC 207

BEING A MINOR PLAT CONSISTING OF 5.789 ACRES OF LAND TO CREATE ONE LOT, BEING SITUATED IN THE W.O. STUBBLEFIELD SURVEY, ABSTRACT NO. 842 AND THE WAYMAN F. WELLS SURVEY, ABSTRACT NO. 648, WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND CONVEYED TO TRINE CR 207, LLC, RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER'S CERTIFICATION:

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, JOHN S. AVERY, JR., AS MANAGER OF TRINE CR 207, LLC, OWNER OF THE 5.789 ACRE REMNANT PORTION OF THE CALLED 44.294 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020137507 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS, AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION TO BE KNOWN AS "MINOR PLAT OF BC 207"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3rd DAY OF June, 20 24

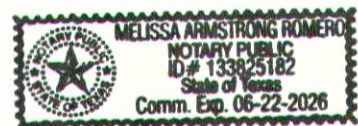
John S. Avery, Jr.
JOHN S. AVERY, JR., MANAGER
TRINE CR 207, LLC
181 MERCURY COVE
LEANDER, TX 78641

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN S. AVERY, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF June, 2024

Melissa Romero
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Melissa Romero
NOTARY PUBLIC PRINTED OR TYPED NAME
MY COMMISSION EXPIRES ON: 6-22-26



SURVEYOR'S CERTIFICATION:

STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOWN ALL MEN BY THESE PRESENTS

I, SHANE SHAFER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5281, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON APRIL 2, 2024.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 28 DAY OF MAY, 2024.

Shane Shafer
SHANE SHAFER, R.P.L.S.
TEXAS REGISTRATION NO. 5281
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD
GEORGETOWN, TEXAS 78628
T.B.P.E.L.S. NO. 10006900



ENGINEER'S CERTIFICATION:

STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOWN ALL MEN BY THESE PRESENTS

I, JUSTIN C. MADDING, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 29th DAY OF May, 20 24

Justin C. Madding
JUSTIN C. MADDING, P.E.
LICENSE NO. 122139
LJA ENGINEERING
2700 LA FRONTERA BLVD, SUITE 150
ROUND ROCK, TEXAS 78681



ON-SITE SEWAGE FACILITY APPROVAL:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS AND THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright 06/05/2024
ADAM D. BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 4th DAY OF June, 2024 A.D.

Teresa Baker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT HIS MAP OR PLAT, WITH THE FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS DATE

COUNTY CLERK CERTIFICATION:

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF , 20 , A.D., AT O'CLOCK M. AND DULY RECORDED THIS DAY OF , 20 , A.D., AT O'CLOCK M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. T

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

LJA Engineering, Inc.

2700 La Frontera Blvd.
Suite 150
Round Rock, Texas 78681

Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session

22.

Meeting Date: 06/11/2024

Final plat – The Cove Phase 2

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for The Cove Phase 2 subdivision – Precinct 4.

Background

This is the 2nd phase of The Cove development. It consists of 4 single family lots and no new roads.

Timeline

2023-12-01 – initial submittal of the final plat

2023-12-29 – 1st review complete with comments

2024-05-17 – 2nd submittal of final plat

2024-05-24 – 2nd review complete with comments

2024-05-31 – 3rd submittal of final plat with signatures

2024-06-05 – 3rd review complete with comments clear

2024-06-06 – final plat placed on the June 11, 2024, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - The Cove Ph 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/06/2024

Reviewed By

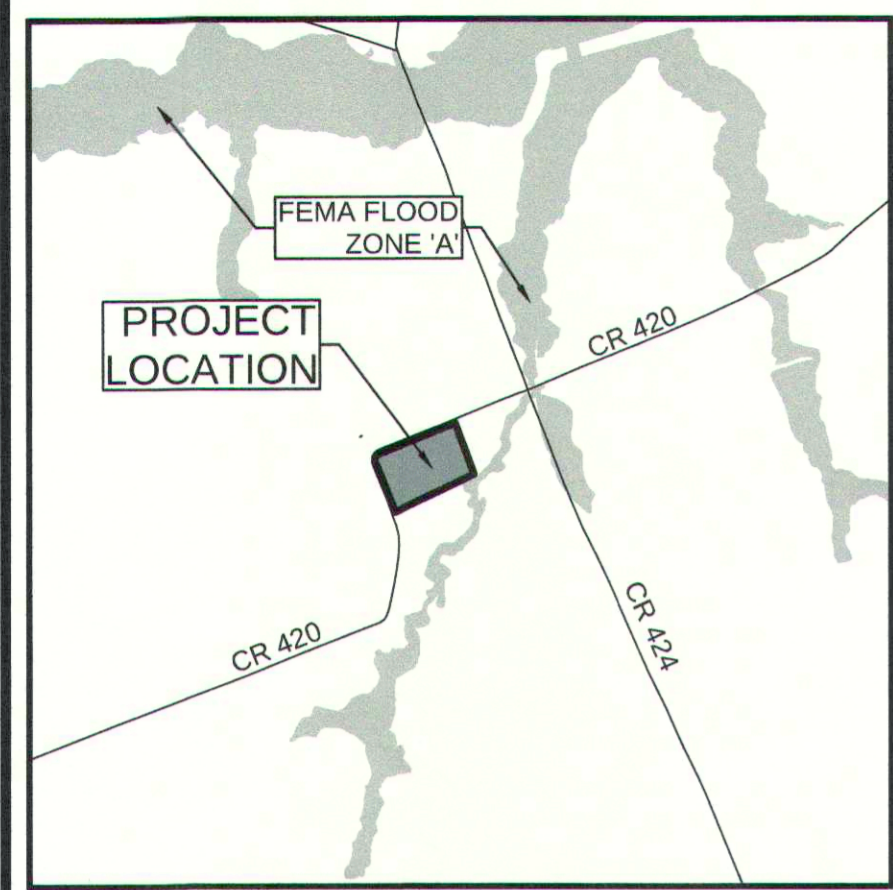
Becky Pruitt

Date

06/06/2024 11:59 AM

Started On: 06/06/2024 11:53 AM

Plotted by: DavidRoblee, Plot date: 24/05/2024, File name: C:\Users\David\OneDrive - HPE Civil Engineering\Documents - HPE Civil Engineering\Documents - HPE Civil Engineering\Projects\2022\202405 The Cove (Thrall Farms)\07 Sheet\FPI220405 FINAL PLAT-PHASE 2.dwg



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

- IRON ROD SET
 - IRON ROD FOUND
 - ⊛ COTTON SPINDLE
 - PROPERTY LINE
 - - - ADJOINING PROPERTY LINE
 - . - . DRAINAGE EASEMENT
 - - - - - WATER EASEMENT
 - - - - - BUILDING SETBACK LINE (BSL)
 - - - - - 25' OSSF SETBACK
- ATLAS 14 FLOODPLAIN LIMITS BASED ON THE STUDY BY JENNIFER L. HENDERSON, P.E., DATED JANUARY 19, 2023

- ROW RIGHT-OF-WAY
- VOL./PG. VOLUME/PAGE
- DRWC DEED RECORDS WILLIAMSON COUNTY
- OPRWCT OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
- DOC DOCUMENT

OWNER: HJD REHAB, LLC.
DAVID DOWNS, MANAGING MEMBER
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574
PHONE 512.461.5573
E-MAIL DAVID@HJDHOMES.COM

SURVEYOR: COREY HALL, RPLS
KONTUR TECHNICAL, LLC.
26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
PHONE 512.360.0012
E-MAIL HALLC_R@YAHOO.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL 12/1/2023
DATE:

ORIGINAL H. T. & B. RAILROAD SURVEY
SURVEY: ABSTRACT NO. 319

FEMA THERE IS ENCROACHMENT OF THE 100 YEAR
FLOODPLAIN: FLOOD PLAN AS SHOWN ON FIRM PANEL
48491C0575F, DATED DECEMBER 20, 2019

WATER: SOUTHWEST MILAM WATER SUPPLY

WASTEWATER: OSSF

BENCHMARK: TBM=COTTON SPINDLE SET
IN NORTH SIDE OF POWER POLE
APPROXIMATELY 1' FROM THE GROUND
ELEV.=528.41'

ROADWAY TABLE

STREET NAME	ROW WIDTH (FEET)	PAVEMENT WIDTH (FEET)	ROAD LENGTH (FEET)	DESIGN SPEED (MPH)	MAINTENANCE AUTHORITY	CLASSIFICATION
TIGERLILY WAY	60	30	763	25	PUBLIC	LOCAL RURAL

PROPERTY DESCRIPTION:

BEING A 4.11 ACRE (178,850 SQUARE FEET) TRACT OF LAND OUT OF THE H.T.&B. RAILROAD SURVEY, A-319, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 4.11 ACRE TRACT BEING PART OF THE CALLED 12.47 ACRE TRACT CONVEYED FROM THRALL FARM INC. TO HJD REHAB LLC, FILED APRIL 25, 2022 AND RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRW), SAID 8.36 ACRE TRACT BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF COREY JOSEPH HALL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6362, ON OCTOBER 10, 2023 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD83, SAID 4.11 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET IN THE SOUTH LINE OF SAID 12.47 ACRE TRACT, THE NORTH LINE OF A CALLED 40.000 ACRE TRACT KNOWN AS TRACT TWO, CONVEYED FROM SYRISSA BALUSEK TO MATTHEW BALUSEK, FILED DECEMBER 11, 2006 AND RECORDED IN DOCUMENT NO. 2006107626 OPW, AND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND FOR THE SOUTHWEST CORNER OF SAID 12.47 ACRE TRACT BEARS SOUTH 64°41'28" WEST, A DISTANCE OF 526.78 FEET;

THENCE, OVER AND ACROSS THE SAID 12.47 ACRE TRACT AS FOLLOWS:

- NORTH 24°48'04" WEST, A DISTANCE OF 254.46 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
- NORTH 65°11'56" EAST, A DISTANCE OF 187.14 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
- ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°05'05", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 24.04 FEET, AND A TANGENT OF 13.04 FEET, WHICH BEARS A CHORD OF NORTH 89°35'01" EAST, AND A CHORD DISTANCE OF 23.12 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
- ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 277°32'20", A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 290.64 FEET, AND A TANGENT OF 52.58 FEET, WHICH BEARS A CHORD OF NORTH 24°48'04" WEST, AND A CHORD DISTANCE OF 79.09 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
- ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°05'05", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 24.04 FEET, AND A TANGENT OF 13.04 FEET, WHICH BEARS A CHORD OF SOUTH 40°48'51" WEST, AND A CHORD DISTANCE OF 23.12 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
- SOUTH 65°11'56" WEST, A DISTANCE OF 67.14 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
- NORTH 24°48'04" WEST, A DISTANCE OF 268.54 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET IN THE NORTH LINE OF SAID 12.47 ACRE TRACT, THE SOUTHEAST LINE OF COUNTY ROAD 420, AND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8 INCH IRON ROD FOUND BEARS SOUTH 68°25'57" WEST, A DISTANCE OF 573.25 FEET;

THENCE, NORTH 68°25'57" EAST, WITH THE SOUTHEAST LINE OF COUNTY ROAD 420 AND THE NORTH LINE OF SAID 12.47 ACRE TRACT, PASSING AT A DISTANCE OF 9.73 FEET, 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 309.80 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET FOR THE CORNER OF THE REMAINDER OF A 22.501 ACRE TRACT CONVEYED FROM MATTHEW BALUSEK AND WIFE, KELLIE RENE BALUSEK TO THRALL FARM INC., FILED APRIL 7, 2017 AND RECORDED IN DOCUMENT NO. 2017030906 OPW, AND MARKING THE NORTHEAST CORNER OF SAID 12.47 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 20°14'37" EAST, WITH THE EAST LINE OF SAID 12.47 ACRE TRACT, A DISTANCE OF 563.90 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET IN THE NORTH LINE OF SAID 40.000 ACRE TRACT, AND MARKING THE SOUTHEAST CORNER OF SAID 12.47 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 64°41'28" WEST, WITH THE COMMON LINE OF SAID 12.47 ACRE TRACT AND SAID 40.000 ACRE TRACT, A DISTANCE OF 384.52 FEET TO THE PLACE OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS 4.11 ACRES (178,850 SQUARE FEET) OF LAND, MORE OR LESS.

CULVERT TABLE

LOT(S)	DRAINAGE AREA (Ac.)	Tc	10-YR FLOW RATE (cfs)	APPROX. SLOPE	MIN. CULVERT SIZE
5	1.19	12	10.23	1.00%	18"
6	0.83	8	10.51	1.00%	18"
7	0.72	9	10.14	1.00%	18"
8	1.14	10	7.91	1.00%	18"

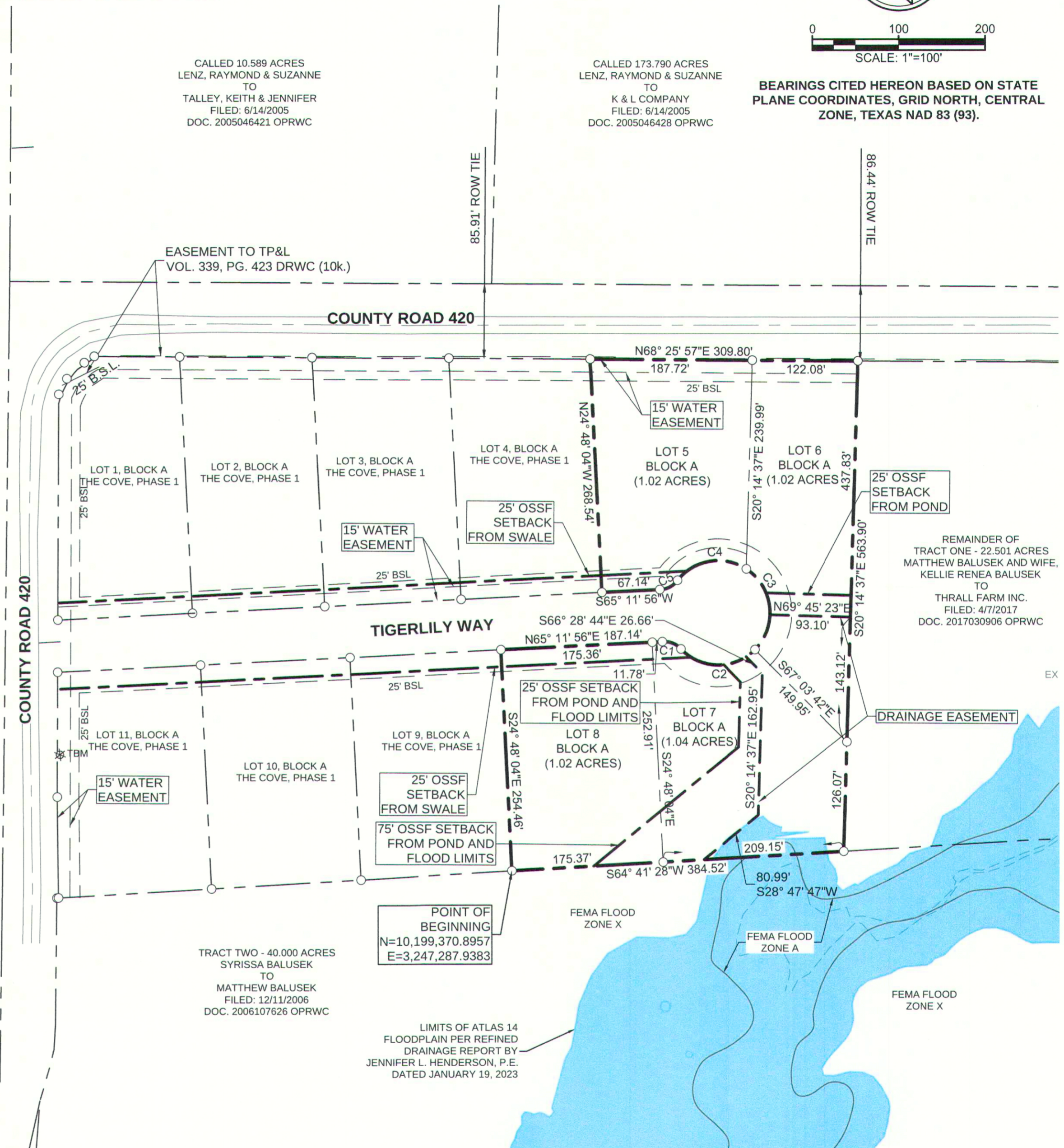
LOT TABLE

LOT #	AREA (AC.)	MFFE
5	44648.97	502.21
6	44318.53	495.05
7	45396.13	492.96
8	44486.07	498.26

CURVE TABLE

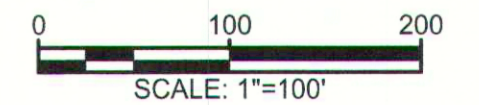
CURVE #	LENGTH	RADIUS	CHORD
C1	24.04'	25.00'	S89° 35' 01" W 23.12'
C2	95.33'	60.00'	N68° 27' 12" E 85.61'
C3	106.83'	60.00'	N28° 04' 16" W 93.27'
C4	88.48'	60.00'	S58° 40' 28" W 80.68'
C5	24.04'	25.00'	S40° 48' 51" W 23.12'

FINAL PLAT OF PHASE 2, THE COVE



CALLED 10.589 ACRES
LENY, RAYMOND & SUZANNE
TO
TALLEY, KEITH & JENNIFER
FILED: 6/14/2005
DOC. 2005046421 OPRWC

CALLED 173.790 ACRES
LENY, RAYMOND & SUZANNE
TO
K & L COMPANY
FILED: 6/14/2005
DOC. 2005046428 OPRWC



BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

REMAINDER OF
TRACT ONE - 22.501 ACRES
MATTHEW BALUSEK AND WIFE,
KELLIE RENE BALUSEK
TO
THRALL FARM INC.
FILED: 4/7/2017
DOC. 2017030906 OPW

TRACT TWO - 40.000 ACRES
SYRISSA BALUSEK
TO
MATTHEW BALUSEK
FILED: 12/11/2006
DOC. 2006107626 OPW

POINT OF BEGINNING
N=10,199,370.8957
E=3,247,287.9383

LIMITS OF ATLAS 14
FLOODPLAIN PER REFINED
DRAINAGE REPORT BY
JENNIFER L. HENDERSON, P.E.
DATED JANUARY 19, 2023

Henderson Professional Engineers
HPE
Civil Engineering
600 ROUND ROCK WEST
DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com

WB210166 | HUB 1853873845300
PROJECT NUMBER _____

FINAL PLAT OF PHASE 2, THE COVE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, HJD REHAB, LLC. SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 2, THE COVE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF May, 2024.

David Downs
HJD REHAB, LLC.
DAVID DOWNS, MANAGING MEMBER
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

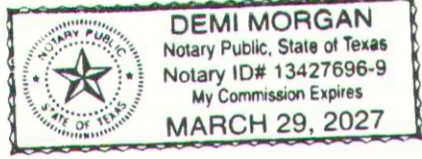
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID DOWNS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF May, 2024.

Demetri Morgan
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, HJD REHAB, LLC. SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 2, THE COVE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF May, 2024.

Katy Downs
HJD REHAB, LLC.
KATY DOWNS, MANAGING MEMBER
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

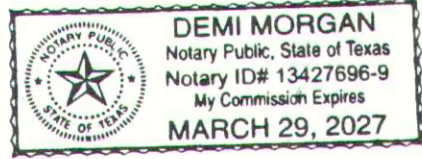
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KATY DOWNS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF May, 2024.

Demetri Morgan
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, R BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON; DO FURTHER HEREBY JOIN, APPROVE AND COVENANT TO ALL RESTRICTIONS LISTED HEREIN; AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 2, THE COVE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF MAY, 2024.

Travis Perthuis
TRAVIS PERTHUIS, SENIOR VICE-PRESIDENT, R BANK
1103 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

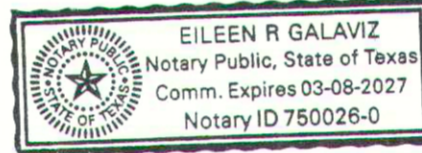
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS PERTHUIS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF May, 2024.

Eileen R Galaviz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, COREY HALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 29 DAY OF MAY, 2024.

Corey Hall
COREY HALL
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6362
STATE OF TEXAS

5/29/24
DATE



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND A PORTION OF THE SITE IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0575F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 28th DAY OF MAY, 2024.

Jennifer L Henderson
JENNIFER L. HENDERSON
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

5/28/2024
DATE



PLAT NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: SOUTHWEST MILAM SUD. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: OSSF
3. LOT 7 IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0575F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
4. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
7. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. DRIVEWAYS SHALL ONLY CONNECT TO TIGERLILY WAY AND NOT TO CR 420, THE ADJACENT COUNTY ROAD.
9. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
10. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
11. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
12. THE MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY JENNIFER L. HENDERSON, P.E., DATED JANUARY 19, 2023.
13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
14. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
15. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO TIGERLILY WAY.
16. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
17. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
18. A DRAINAGE EASEMENT IS DEDICATED ON LOTS 6 AND 7, AS SHOWN, TO THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION, WHOM WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT.

Henderson Professional Engineers

HPE 600 ROUND ROCK WEST DRIVE, SUITE 604 ROUND ROCK, TX 78681 512.350.6228 PELS FIRM #F-22208 www.hendersonpe.com

Civil Engineering

WBE210166 | HUB 1853873845300

Plotted by: DavidRoblee, Plot date: 24/05/2024, File name: C:\Users\David\OneDrive - HPE Civil Engineering\Documents - HPE Civil Engineering\Data\02 Projects\2022\220405 The Cove (Thrall Farms)\07 Sheet\FPI220405 FINAL PLAT-PHASE 2.dwg

FINAL PLAT
OF
PHASE 2, THE COVE

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright
ADAM D. BOATRIGHT, P.E.
WILLIAMSON COUNTY ENGINEER

06/05/2024
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____,
20____, A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, _____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY _____, DEPUTY

Henderson Professional Engineers
HPE 600 ROUND ROCK WEST
DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
Civil Engineering www.hendersonpe.com
WBE210166 | HUB 1853873845300

Plotted by: DavidRobles, Plot date: 24/05/2024, File name: C:\Users\David\OneDrive - HPE\Civil Engineering\Documents - HPE\Civil Engineering\Data02_The Cove (Thrall Farms)\07 Sheet\FP220405 FINAL PLAT-PHASE 2.dwg

Commissioners Court - Regular Session

23.

Meeting Date: 06/11/2024

Final plat for the Beyersville Expanse subdivision – Pct 4

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the final plat for the Beyersville Expanse subdivision – Precinct 4.

Background

This subdivision consists of 4 lots and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2024-02-01 – initial submittal of the final plat

2024-02-29 – 1st review complete with comments

2024-03-11 – 2nd submittal of final plat

2024-03-26 – 2nd review complete with comments

2024-05-31 – 3rd submittal of final plat with signatures

2024-06-05 – 3rd review complete with comments clear

2024-06-06 – final plat placed on the June 11, 2024 Commissioners Court agenda for approval

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final (minor) Plat - Beyersville Expanse

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/06/2024

Reviewed By

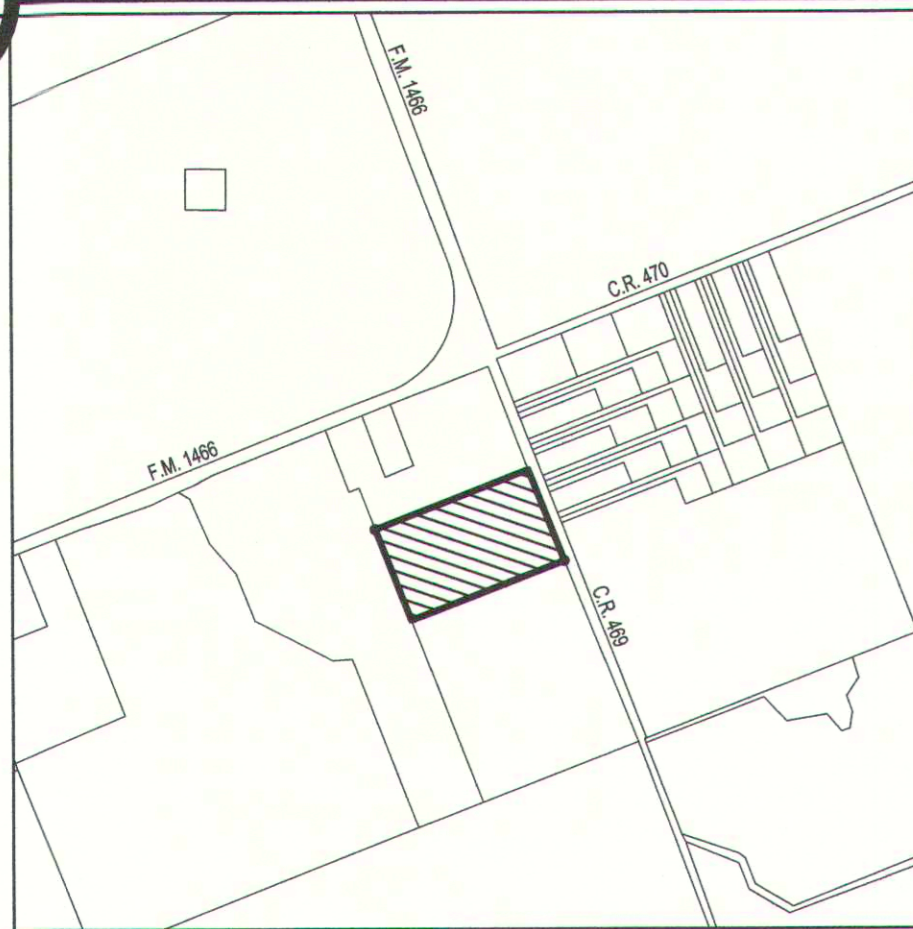
Becky Pruitt

Date

06/06/2024 12:00 PM

Started On: 06/06/2024 11:57 AM

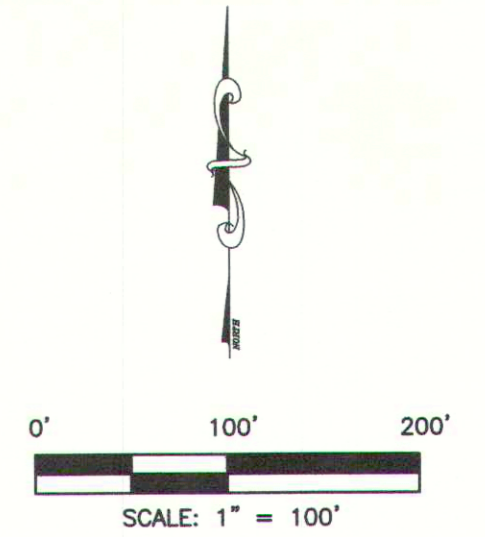
MINOR PLAT OF
BEYERSVILLE EXPANSE SUBDIVISION
 10.00 ACRES
 OUT OF THE WILLIAM BYERLEY SURVEY, ABSTRACT NO. 60
 WILLIAMSON COUNTY, TEXAS



LOCATION MAP
 SCALE 1" = 1000'



VICINITY MAP
 SCALE 1" = 200'



LEGEND

⊙	DENOTES BENCHMARK (SEE NOTE)
○	DENOTES 1/2" ST. SK. SET
○	DENOTES 1/2" ST. SK. FND.
D.E.	DRAINAGE EASEMENT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
■	CONCRETE MONUMENT
—	BOUNDARY LINE
—	PROPERTY LINE
—	R.O.W. LINE
---	UTILITY OR DRAINAGE EASEMENTS
A	BLOCK NUMBER
(X.XX ACRES)	USEABLE ACRAGE

OWNER'S NAME:
 SCOTT SENTENEY, MANAGER
 2305 BEYERSVILLE EXPANSE, LLC
 100 E. WHITESTONE BLVD., SUITE 148, PMB 218
 CEDAR PARK, TEXAS

SURVEYOR'S COMPANY NAME AND CONTACT INFORMATION:
 GEORGE E. LUCAS
 REGISTERED PROFESSIONAL SURVEYOR NO. 4160,
 CELCO SURVEYING FIRM REGISTRATION NO. 10193975
 18018 OVERLOOK LOOP, SUITE 105
 SAN ANTONIO, TEXAS 78259

ENGINEER'S COMPANY NAME AND CONTACT INFORMATION:
 HUGO ELIZONDO, JR.,
 REGISTERED PROFESSIONAL ENGINEER NO. 69781
 CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
 120 RIVERWALK DRIVE, SUITE 208
 SAN MARCOS, TEXAS 78666

DATE: FEBRUARY 1, 2024.

ACREAGE OF TOTAL SITE: 10.00 ACRES

TOTAL NUMBER OF BLOCKS: 1 BLOCK (A)

TOTAL NUMBER OF LOTS: 4 LOTS TOTAL
 • 4 - RESIDENTIAL LOTS

MINOR PLAT OF BEYERSVILLE EXPANSE SUBDIVISION

10.00 ACRES

OUT OF THE WILLIAM BYERLEY SURVEY, ABSTRACT NO. 60
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

FIELD NOTE DESCRIPTION FOR A 10.00 ACRE TRACT OF LAND, SITUATED IN WILLIAMSON COUNTY, TEXAS:

BEING A 10.00 ACRE TRACT OF LAND, OUT OF THE WILLIAM BYERLEY SURVEY, ABSTRACT 60 IN WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO 2305 BEYERSVILLE EXPANSE, LLC, AS RECORDED IN DOCUMENT NO. 2023106809 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

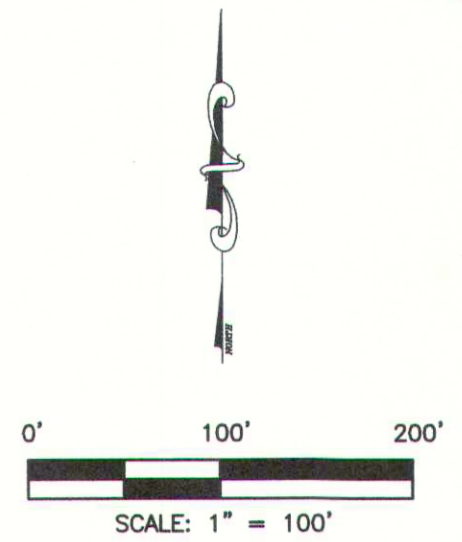
BEGINNING AT A 1/2" IRON ROD FOUND, LYING IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 469, A PUBLIC ROAD, MARKING THE NORTHEAST CORNER OF A 20.02 ACRE TRACT OF LAND, CONVEYED BY DEED TO JAMES RAY STROUD ESTATE, AS RECORDED IN DOCUMENT NO. 1996008987 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 68°44'26" WEST, ALONG THE SOUTH LINE OF THIS TRACT, COMMON WITH THE NORTH LINE OF SAID JAMES RAY STROUD ESTATE TRACT, A DISTANCE OF 855.45 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE EAST LINE OF A 25.883 ACRE TRACT OF LAND, CONVEYED BY DEED WITHOUT WARRANTY TO TODD R. AND DESTINY E. HAMMOND, AS RECORDED IN DOCUMENT NO. 2022023010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MARKING THE NORTHWEST CORNER OF SAID JAMES RAY STROUD ESTATE TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 21°34'05" WEST, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH THE EAST LINE OF SAID HAMMOND TRACT, A DISTANCE OF 509.75 FEET, TO A 1/2" IRON ROD FOUND, MARKING THE SOUTHWEST CORNER OF A 10.136 ACRE TRACT, CONVEYED BY DEED OF GIFT TO GAYLON RICHARD FINN, AS RECORDED IN VOLUME 800, PAGE 676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 68°48'50" EAST, ALONG THE NORTH LINE OF THIS TRACT, COMMON WITH THE SOUTH LINE OF SAID FINN TRACT, A DISTANCE OF 856.08 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 469, MARKING THE SOUTHEAST CORNER OF SAID FINN TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 21°29'53" EAST, ALONG THE EAST LINE OF THIS TRACT, COMMON WITH THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 469, A DISTANCE OF 508.65 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS.

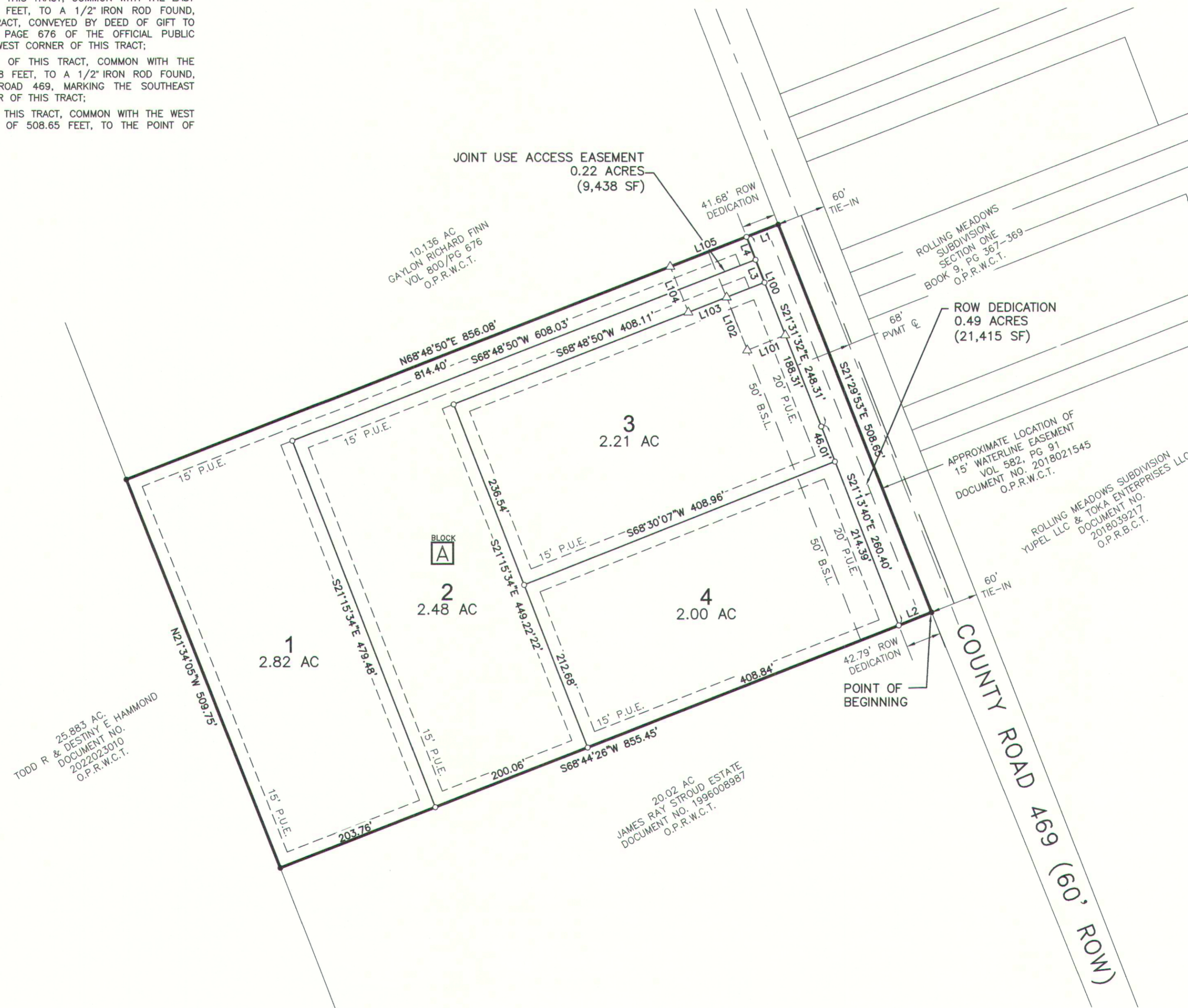


LEGEND

- ⊙ DENOTES BENCHMARK (SEE NOTE)
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- D.E. DRAINAGE EASEMENT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- CONCRETE MONUMENT
- BOUNDARY LINE
- PROPERTY LINE
- - - R.O.W. LINE
- - - UTILITY OR DRAINAGE EASEMENTS
- - - ROAD CENTERLINE
- ⓐ BLOCK
- ⓐ BLOCK NUMBER
- (X.XX ACRES) USEABLE ACRAGE

LINE TABLE		
LINE #	LENGTH	BEARING
L1	41.68'	N68°48'50"E
L2	42.79'	S68°44'26"W
L3	30.00'	N21°31'32"W
L4	30.00'	N21°31'32"W

ACCESS EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L100	128.90'	S21°31'32"E
L101	50.00'	S68°28'28"W
L102	69.19'	N21°11'10"W
L103	50.41'	S68°48'50"W
L104	60.00'	N21°31'32"W
L105	100.00'	N68°48'50"E



MINOR PLAT OF
BEYERSVILLE EXPANSE SUBDIVISION
 10.00 ACRES
 OUT OF THE WILLIAM BYERLEY SURVEY, ABSTRACT NO. 60
 WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
 KNOW ALL MEN BY THESE PRESENTS,
 COUNTY OF WILLIAMSON

I, 2305 BEYERSVILLE EXPANSE, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023108809 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC SPACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, THIS SUBDIVISION IS TO BE KNOWN AS BEYERSVILLE EXPANSE SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 30 DAY OF May, 2024.

Scott Senteny
 SCOTT SENTENY, MANAGER

2305 BEYERSVILLE EXPANSE, LLC
 100 E. WHITESTONE BLVD., SUITE 148, PMB 218
 CEDAR PARK, TEXAS

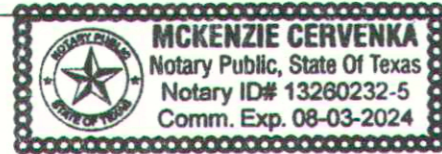
STATE OF TEXAS
 COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SCOTT SENTENY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 30 DAY OF May, 2024

Mckenzie Cervenka

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS
 COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROUND TOP STATE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDED OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS BEYERSVILLE EXPANSE SUBDIVISION.

WITNESS MY HAND THIS THE 30 DAY OF May, 2024 A.D.

Robert Randig

ROBERT RANDIG, COMMERCIAL LENDER
 ROUND TOP STATE BANK
 106 NW CARLOS G. PARKER BLVD.
 TAYLOR, TEXAS 76754

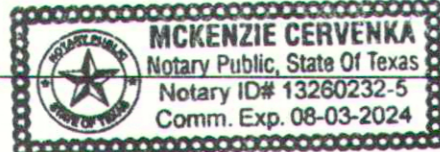
STATE OF TEXAS:
 COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, ROBERT RANDIG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 30 DAY OF May, 2024 A.D.

Mckenzie Cervenka

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Mckenzie Cervenka / 08-03-2024
 PRINTED NAME OF NOTARY/EXPIRES

STATE OF TEXAS
 COUNTY OF HAYS

I, HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCLOSED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0705F, EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.
 TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT KYLE, HAYS COUNTY, TEXAS, THIS 25TH DAY OF MAY, 2024.

Hugo Elizondo Jr.
 HUGO ELIZONDO, JR.,
 REGISTERED PROFESSIONAL ENGINEER NO. 69781
 CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
 120 RIVERWALK DRIVE, SUITE 208
 SAN MARCOS, TEXAS 78666



SUBDIVISION PLAT NOTES

- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0705F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT THE ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTANCE BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL.
- DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY:
 - LOTS 1, 2, AND 3 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
- JOINT USE ACCESS EASEMENTS SHALL BE PRIVATELY MAINTAINED BY LOT OWNERS AND NO OBSTRUCTION TO EGRESS AND INGRESS IS ALLOWED.
- A 20' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY ON ALL LOTS.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR IT'S CONTRIBUTING ZONE.
- THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
- THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS THAT PLAT VACATION AND REPLACING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND STANDARDS.
- EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 285, AND WILLIAMSON COUNTY.
- WATER SERVICE IS PROVIDED BY MANVILLE WATER. WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
- THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITH THIS SUBDIVISION.
- THERE ARE NO PROPOSED ROADWAYS ASSOCIATED WITH THIS PROJECT. ALL LOTS SHALL BE SERVICED FROM THE EXISTING COUNTY ROAD 469.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
- ABSORPTIVE TYPE OSSFS SHALL NOT BE LOCATED WITHIN 100 FEET OF WELL LOCATION.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
- A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- THIS SUBDIVISION IS SUBJECT TO THE STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THE WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO OR 469.
- LOT 1 AND LOT 2 MAY NOT BE FURTHER SUBDIVIDED.
- LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNER SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSELY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.
- LOTS 1, 2, AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

STATE OF TEXAS
 COUNTY OF BEJAR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEJAR COUNTY, TEXAS, THIS 30TH DAY OF MAY, 2024.

George E. Lucas
 GEORGE E. LUCAS
 REGISTERED PROFESSIONAL SURVEYOR NO. 4160, STATE OF TEXAS
 CELCO SURVEYING FIRM REGISTRATION NO. 10193975
 18018 OVERLOOK LOOP, SUITE 105
 SAN ANTONIO, TEXAS 78259



Jonny Graf
 JONNY GRAF - GENERAL MANAGER
 MANVILLE WATER
 13805 S STATE HIGHWAY 95
 COUPLAND, TX 78615

STATE OF TEXAS
 COUNTY OF WILLIAMSON

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright
 ADAM D. BOATRIGHT, P.E.
 WILLIAMSON COUNTY ENGINEER

06/05/2024

STATE OF TEXAS
 COUNTY OF WILLIAMSON

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED ON THIS THE 30 DAY OF May, 2024, A.D.

Cindy Bridges
 TERESA BAKER, WILLIAMSON COUNTY ADDRESS COORDINATOR
 Cindy Bridges

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
 COUNTY OF WILLIAMSON

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR. _____ DATE _____
 COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF WILLIAMSON
 KNOW ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS

CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2024 A.D. AT _____ O'CLOCK _____ M. AND DULY RECORDED THIS THE DAY OF _____, 2024 A.D. AT _____ O'CLOCK _____ M. IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. IN DOCUMENT NUMBER _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

BY: _____ DEPUTY

Commissioners Court - Regular Session

24.

Meeting Date: 06/11/2024

Final plat for the Firefly Pointe Phase 1 subdivision – Pct 4

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the final plat for the Firefly Pointe Phase 1 subdivision – Precinct 4.

Background

This is the first section of the Firefly Pointe development. It consists of 148 residential lots, 1 open space/drainage easement lot, 2 open space lots, 1 amenity center lot and 6,388 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$4,411,900.85 has been posted with the County to cover the cost of the remaining construction. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

- 2023-06-22 – initial submittal of the final plat
- 2023-07-21 – 1st review complete with comments
- 2023-08-23 – 2nd submittal of final plat
- 2023-09-06 – 2nd review complete with comments
- 2023-09-12 – 3rd submittal of final plat
- 2023-09-27 – 3rd review complete with comments
- 2024-01-12 – 4th submittal of final plat
- 2024-01-27 – 4th review complete with comments clear
- 2024-05-16 – receipt of final plat with signatures
- 2024-05-31 – County Engineer approval letter sent
- 2024-06-06 – final plat placed on the June 11, 2024 Commissioners Court agenda for ratification

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Firefly Pointe Ph 1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

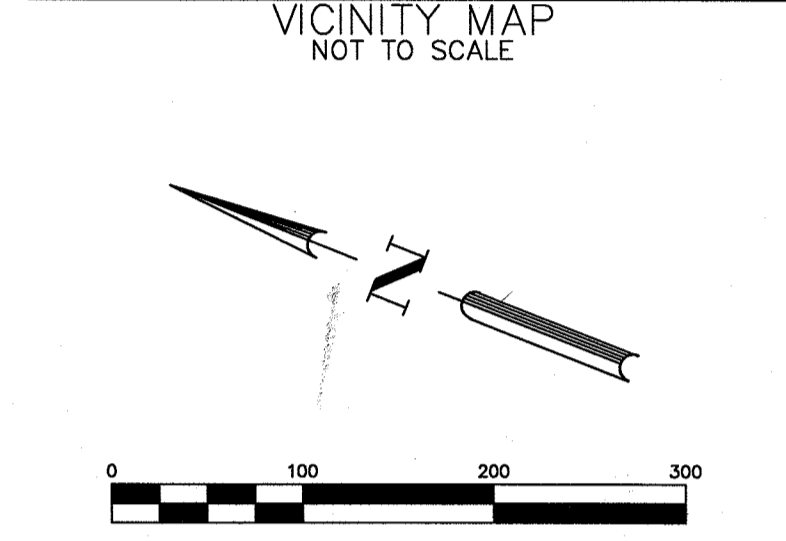
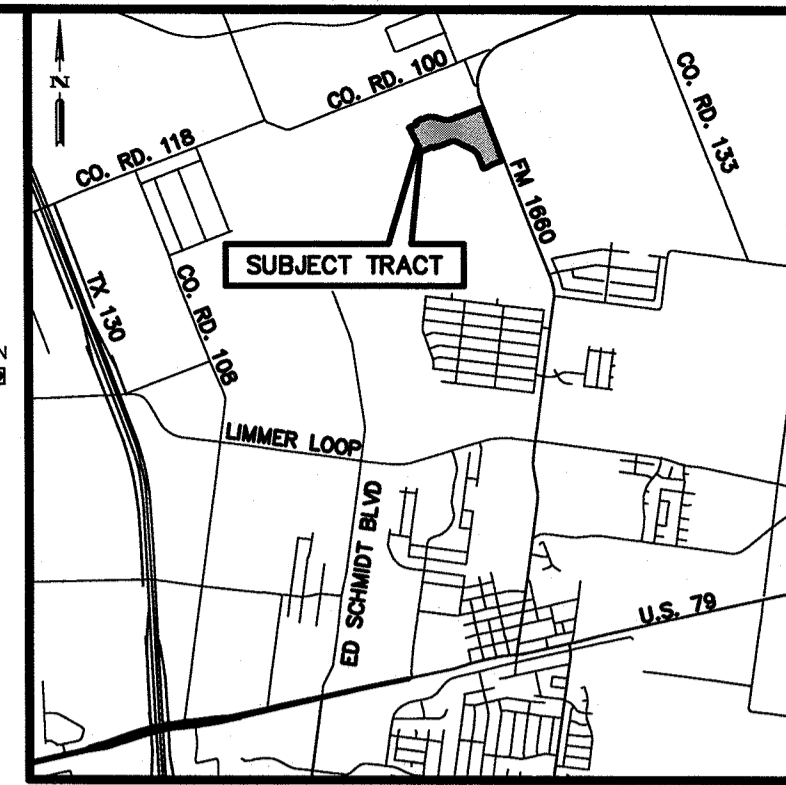
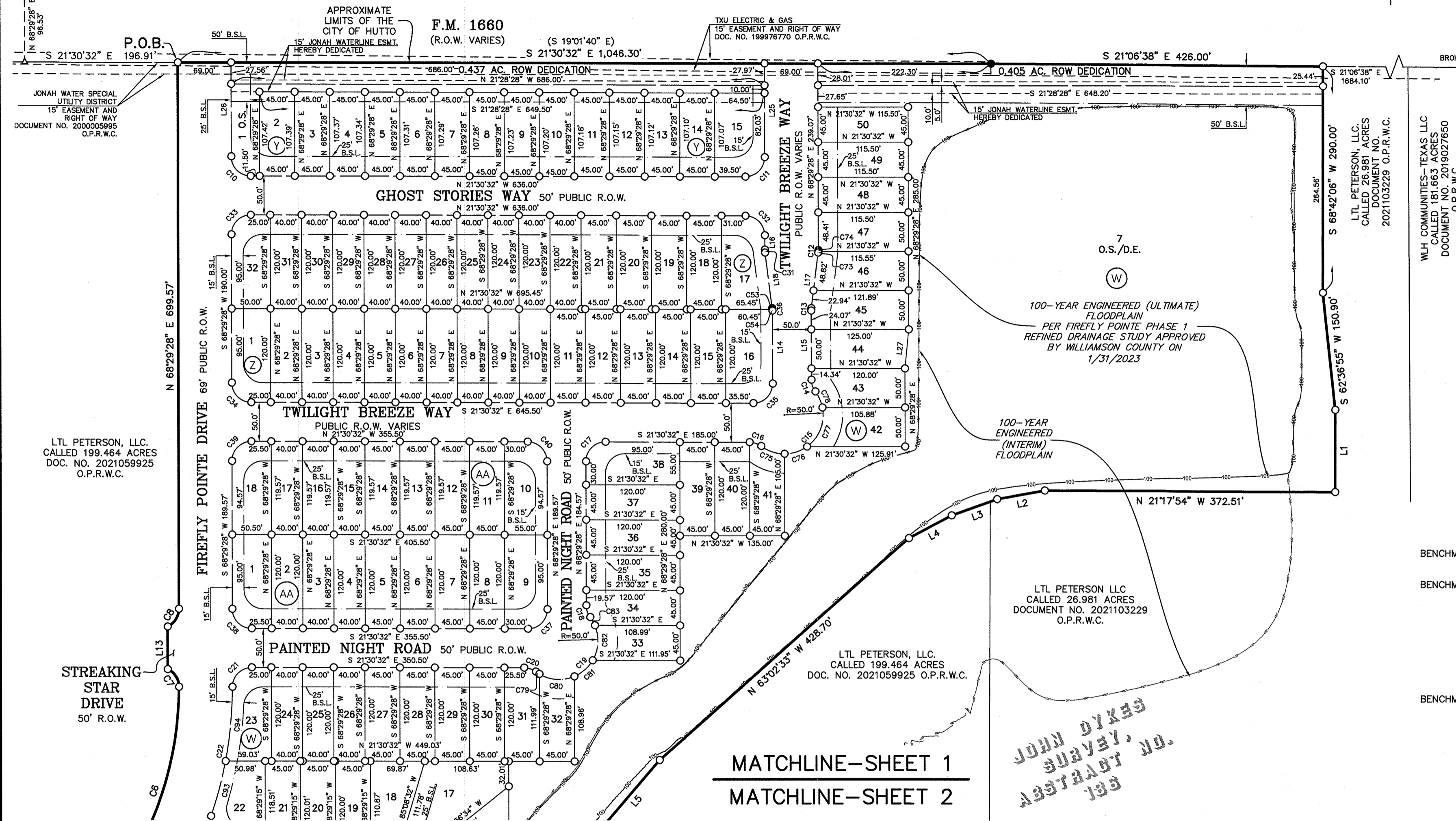
06/06/2024 12:00 PM

Started On: 06/06/2024 11:56 AM

HUTTO INDEPENDENT SCHOOL DISTRICT
CALLED 100.00 ACRES
DOCUMENT NO.
2007069800 O.P.R.W.C.

HUTTO INDEPENDENT SCHOOL DISTRICT
CALLED 65.00 ACRES
DOCUMENT NO.
2009044814 O.P.R.W.C.

DIAMOND SURVEYING



- BENCHMARKS:**
- BENCHMARK #4**
BOX CUT IN CONCRETE HEADWALL ON NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 100, APPROXIMATELY 814 FEET WEST OF THE INTERSECTION OF COUNTY ROAD 100 AND COUNTY ROAD 130.
GRID NORTHING: 10,187,470.28
GRID EASTING: 3,171,860.37
ELEVATION: 701.68 FEET NAVD-88
- BENCHMARK #3**
BOX CUT IN CONCRETE HEADWALL ON SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 100, APPROXIMATELY 1,908 FEET WEST OF THE INTERSECTION OF COUNTY ROAD 100 AND COUNTY ROAD 130.
GRID NORTHING: 10,186,939.61
GRID EASTING: 3,170,608.64
ELEVATION: 709.02 FEET NAVD-88

LTL PETERSON, LLC.
CALLED 199.464 ACRES
DOC. NO. 2021059925
O.P.R.W.C.

100-YEAR ENGINEERED (ULTIMATE) FLOODPLAIN
PER FIREFLY POINTE PHASE 1 REFINED DRAINAGE STUDY APPROVED BY WILLIAMSON COUNTY ON 1/31/2023

100-YEAR ENGINEERED (INTERIM) FLOODPLAIN

LTL PETERSON LLC
CALLED 26.981 ACRES
DOCUMENT NO. 2021103229
O.P.R.W.C.

LTL PETERSON, LLC.
CALLED 199.464 ACRES
DOC. NO. 2021059925 O.P.R.W.C.

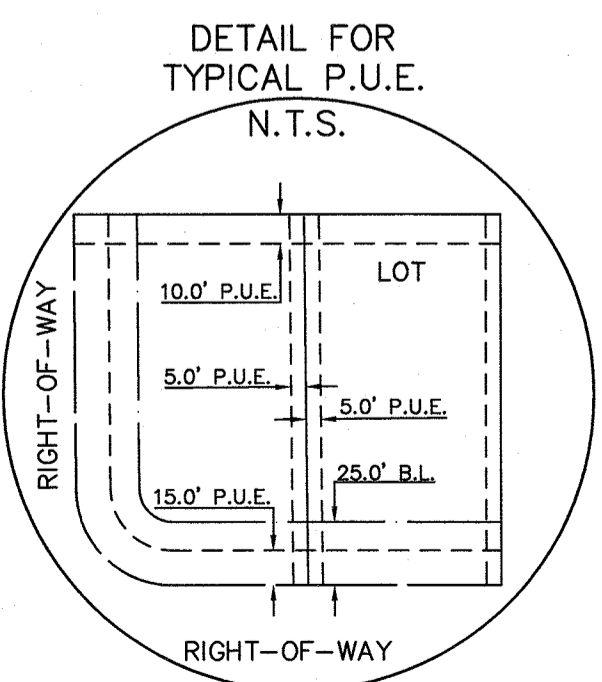
JOHN DYKES SURVEY, ABSTRACT NO. 186

MATCHLINE-SHEET 1
MATCHLINE-SHEET 2

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99987893.
- THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0510F, REVISED DECEMBER 20, 2019.

- LEGEND**
- B.S.L. BUILDING SETBACK LINE
 - D.E. DRAINAGE EASEMENT
 - DOC. DOCUMENT
 - F.F.E. FINISHED FLOOR ELEVATION
 - NO. NUMBER
 - O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
 - O.S. OPEN SPACE
 - PG. PAGE
 - R.O.W. RIGHT-OF-WAY
 - S.S.E. STORM SEWER EASEMENT
 - VOL. VOLUME
 - W.L.E. WATER LINE EASEMENT
 - W.W.L.E. WASTEWATER LINE EASEMENT
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - SET 1/2" IRON ROD W/ "BGE, INC." CAP
 - △ FOUND TxDOT TYPE I MONUMENT
 - CALCULATED POINT
 - ▽ PROPOSED SIDEWALK
 - SCALE BREAK SYMBOL

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	148	18.202 AC.
RIGHT-OF-WAY	-	8.310 AC.
OPEN SPACE/DRAINAGE ESMT.	1	13.186 AC.
OPEN SPACE	2	0.297 AC.
AMENITY CENTER	1	1.337 AC.
RIGHT-OF-WAY DEDICATION	-	0.842 AC.
TOTAL	152	42.175 AC.



OWNERS: LTL PETERSON, LLC.
ADDRESS: 13620 N. FM 620, BLDG. B, SUITE 150
AUSTIN, TEXAS 78717

PHONE:

ACREAGE: 42.175 ACRES
SURVEY: JOHN DYKES SURVEY, ABSTRACT NO. 186

PLAT SUBMITTED: 6/22/2023

SURVEYOR: BGE, INC. - JONATHAN O. NOBLES, RPLS
PHONE: (512) 879-0441

ENGINEER: BGE, INC. - RICHARD PHAM, PE
PHONE: (512) 620-8638

**FINAL PLAT
FIREFLY POINTE
PHASE 1**

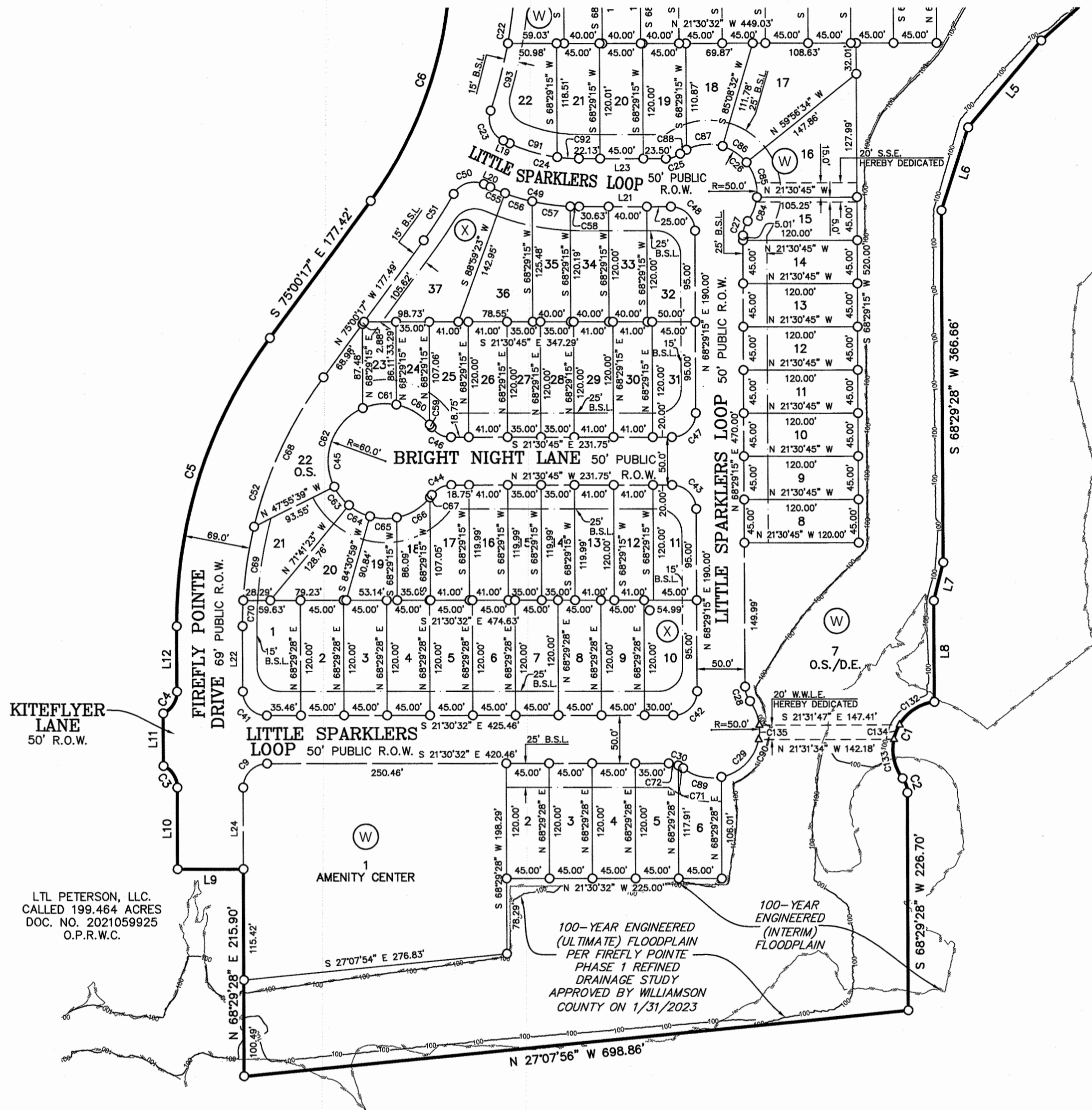
A SUBDIVISION OF 42.175 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS



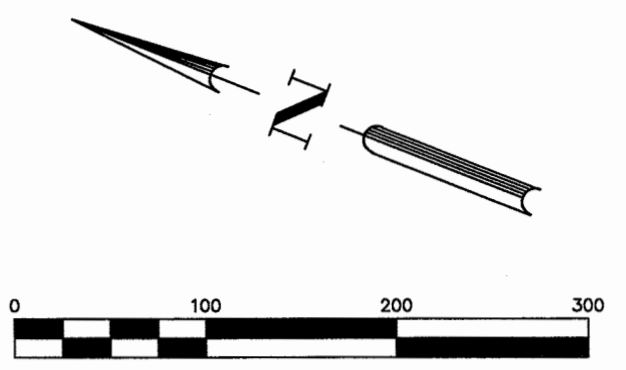
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TxC\Projects\Lenora\10213-00-Peterson_Ph_1\SV\04_Finas\Drawings\Plat\10213-00_Firefly_Points_P1.dwg, 5/02/2024 10:18 AM, aborger, 1:100

G:\Projects\10213-00-Peterson_Ph_1\SV04_FinalDrawings\Plot\10213-00-Firefly_Pointe_P1.dwg, 5/02/2024, 10:18 AM, abarger, 1:100



MATCHLINE-SHEET 1
MATCHLINE-SHEET 2



JOHN DYKES
SURVEY,
ABSTRACT NO.
186

LTL PETERSON, LLC.
CALLED 199.464 ACRES
DOC. NO. 2021059925
O.P.R.W.C.

LTL PETERSON LLC
CALLED 26.981 ACRES
DOCUMENT NO. 2021103229
O.P.R.W.C.

MARVIN STURM AND IOLA STURM
CALLED 62.956 ACRES
VOLUME 1174, PAGE 282
O.R.W.C.

LTL PETERSON, LLC.
CALLED 199.464 ACRES
DOC. NO. 2021059925
O.P.R.W.C.

100-YEAR ENGINEERED (ULTIMATE) FLOODPLAIN PER FIREFLY POINTE PHASE 1 REFINED DRAINAGE STUDY APPROVED BY WILLIAMSON COUNTY ON 1/31/2023

100-YEAR ENGINEERED (INTERIM) FLOODPLAIN

FINAL PLAT FIREFLY POINTE PHASE 1

A SUBDIVISION OF 42.175 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

LEGEND

- B.S.L. BUILDING SETBACK LINE
- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- F.F.E. FINISHED FLOOR ELEVATION
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- O.S. OPEN SPACE
- P.G. PAGE
- R.O.W. RIGHT-OF-WAY
- S.S.E. STORM SEWER EASEMENT
- VOL. VOLUME
- W.L.E. WATER LINE EASEMENT
- W.W.L.E. WASTEWATER LINE EASEMENT
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/ "BGE, INC." CAP
- FOUND TxDOT TYPE I MONUMENT
- ▲ CALCULATED POINT
- PROPOSED SIDEWALK
- ∨ SCALE BREAK SYMBOL

STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH	PAVEMENT WIDTH	CLASSIFICATION	DESIGN SPEED
BRIGHT NIGHT LANE	50 FT.	351 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
FIREFLY POINTE DRIVE	69 FT.	1,830 FT.	48 FT.	COLLECTOR (PUBLIC)	35 MPH
GHOST STORIES WAY	50 FT.	755 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
KITEFLYER LANE	50 FT.	49 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
LITTLE SPARKLERS LOOP	50 FT.	1,411 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
PAINTED NIGHT ROAD	50 FT.	755 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
TWILIGHT BREEZE WAY	VARIES	1,187 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
STREAKING STAR DRIVE	50 FT.	50 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
TOTAL LINEAR FEET		6,388 FT.			



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101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 42.175 ACRE TRACT OF LAND IN THE JOHN DYES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 199.464 ACRE TRACT OF LAND AS CONVEYED TO LTL PETERSON, LLC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021059925, AND A PORTION OF A CALLED 26.981 ACRE TRACT OF LAND AS CONVEYED TO LTL PETERSON, LLC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021103229, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 42.175 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod set with cap stamped "BGE INC" in the westerly right-of-way line of F.M. 1660 (variable width right-of-way) on the northeast line of the above described LTL PETERSON, LLC. 199.464-acre tract for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the northeast line of said LTL PETERSON, LLC. 199.464-acre tract and the westerly right-of-way line of said F.M. 1660, S 21°30'32" E a distance of 1,046.30 feet to a 1/2-inch iron rod found at the southeast corner of said LTL PETERSON, LLC. 199.464-acre tract and the northeast corner of the above described LTL PETERSON, LLC. 26.981-acre tract for an angle point of the herein described tract;

THENCE, with the northeast line of said LTL PETERSON, LLC. 26.981-acre tract and the westerly right-of-way line of said F.M. 1660, S 21°06'38" E a distance of 426.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract, from which bears a broken TxDOT Type 1 concrete monument on the northeast line of a called 181.663 acre tract of land as conveyed to WLH COMMUNITIES-TEXAS LLC by Special Warranted Deed recorded in Document Number 2019027650 of the Official Public Records of Williamson County, Texas;

THENCE, departing the westerly right-of-way line of said F.M. 1660, over and across said LTL PETERSON, LLC. 26.981-acre tract, S 68°42'06" W a distance of 290.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 26.981-acre tract S 62°36'55" W a distance of 150.90 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 26.981-acre tract S 68°42'06" W a distance of 105.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the most southerly corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON, LLC. 26.981-acre tract, N 21°17'54" W a distance of 372.51 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 26.981-acre tract, N 31°43'28" W a distance of 62.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, partially over and across said LTL PETERSON, LLC. 26.981-acre tract, and said LTL PETERSON, LLC. 199.464-acre tract, N 41°08'04" W a distance of 62.08 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract N 49°27'55" W a distance of 62.32 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract N 63°02'33" W a distance of 428.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract N 71°06'18" W a distance of 118.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract S 86°49'46" W a distance of 90.84 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract S 68°29'28" W a distance of 366.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract S 82°31'38" W a distance of 41.23 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract S 68°29'28" W a distance of 105.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the left, an arc distance of 104.09 feet, having a radius of 50.00 feet, a central angle of 119°17'01" and a chord which bears N 88°44'13" W a distance of 86.29 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the right, an arc distance of 16.09 feet, having a radius of 25.00 feet, a central angle of 36°52'12" and a chord which bears S 50°03'22" W a distance of 15.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, S 68°29'28" W a distance of 226.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 27°07'56" W a distance of 698.86 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 68°29'28" E a distance of 215.90 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 21°30'32" W a distance of 69.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 68°29'28" E a distance of 85.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the left, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'54" and a chord which bears N 35°54'30" E a distance of 26.93 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an exterior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 68°29'28" E a distance of 54.62 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the left, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'54" and a chord which bears S 78°55'35" E a distance of 26.93 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 68°29'28" E a distance of 68.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the right, an arc distance of 321.50 feet, having a radius of 504.50 feet, a central angle of 36°30'44" and a chord which bears N 86°44'49" E a distance of 316.08 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, S 75°00'17" E a distance of 177.42 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the left, an arc distance of 277.46 feet, having a radius of 435.50 feet, a central angle of 36°30'15" and a chord which bears N 86°44'35" E a distance of 272.80 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of compound curvature;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the left, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'55" and a chord which bears N 35°54'30" E a distance of 26.93 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 68°29'28" E a distance of 54.62 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, along said curve to the left, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'55" and a chord which bears S 78°55'35" E a distance of 26.93 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said LTL PETERSON, LLC. 199.464-acre tract, N 68°29'28" E a distance of 699.57 feet to the POINT OF BEGINNING and containing 42.175 acres of land, more or less.

FINAL PLAT
FIREFLY POINTE
PHASE 1

A SUBDIVISION OF 42.175 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT LTL PETERSON, LLC., THE SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021059925 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS **FIREFLY POINTE PHASE 1**

TO CERTIFY WHICH, WITNESS BY MY HAND, THIS THE 13th DAY OF May, 2024

LTL PETERSON, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: LENNAR LTL MEMBER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

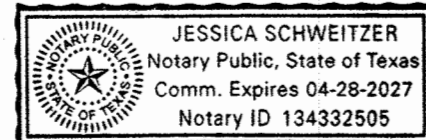
BY: Charlie Coleman
CHARLIE COLEMAN, VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED CHARLIE COLEMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

Jessica Schweitzer
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 4-28-27



STATE OF TEXAS §
COUNTY OF §

I, RICHARD PHAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Richard Pham
RICHARD PHAM, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 142275
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

5/2/2024
DATE



I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE TO BE CORRECTLY SET OR FOUND AS SHOWN THEREON.

Jonathan O. Nobles
JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

5/2/2024
DATE



GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. MONUMENTATION AS SHOWN HEREON.
3. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY WILLIAMSON COUNTY.
4. WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT
WASTEWATER SERVICE IS PROVIDED BY: CITY OF HUTTO
5. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
6. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
7. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 - D103.6.2)
8. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
9. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
10. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

FINAL PLAT FIREFLY POINTE PHASE 1

A SUBDIVISION OF 42.175 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

11. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
12. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
13. MAXIMUM OF 60% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
14. THIS TRACT IS WITHIN WATER CON SERVICE AREA 10970. WATER WILL BE AVAILABLE THROUGH JONAH SUD AFTER THE APPROPRIATE WATER SYSTEMS ARE INSTALLED TO THIS SITE. WASTEWATER WILL BE PROVIDED THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
15. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019.
16. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. ALL LOTS WITH LESS THAN 50 FT OF FRONTAGE MAY NOT BE FURTHER SUBDIVIDED.
20. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO FM 1660, THE ADJACENT ROADWAY.
21. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
22. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
23. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
24. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
25. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
26. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
27. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY BGE DATED FEBRUARY 2023.
28. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 16th DAY OF May, 2024 A.D.
Teresa Baker Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TDC\Projects\Lennar\10213-00-Peterseon_Ph1\15VA\04-Final\Drawings\Plat\10213-00_Firefly_Pointe_P1.dwg, 5/02/2024 10:19 AM, sbarger, 1:100

Commissioners Court - Regular Session

25.

Meeting Date: 06/11/2024

Juneteenth Proclamation 2024

Submitted For: Terry Cook

Submitted By: Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation celebrating that most Texan of holidays, Juneteenth.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Juneteenth Proclamation 2024

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 05/23/2024

Reviewed By

Becky Pruitt

Date

05/23/2024 03:47 PM

Started On: 05/16/2024 04:24 PM



PROCLAMATION

WHEREAS, an excerpt from the Emancipation Proclamation by President Abraham Lincoln on January 1, 1863 states:

And by virtue of the power, and for the purpose aforesaid, I do order and declare that all persons held as slaves within said designated States, and parts of States, are, and henceforward shall be free; and that the Executive government of the United States, including the military and naval authorities thereof, will recognize and maintain the freedom of said persons.

And I hereby enjoin upon the people so declared to be free to abstain from all violence, unless in necessary self-defence; and I recommend to them that, in all cases when allowed, they labor faithfully for reasonable wages.

And I further declare and make known, that such persons of suitable condition, will be received into the armed service of the United States to garrison forts, positions, stations, and other places, and to man vessels of all sorts in said service.

And upon this act, sincerely believed to be an act of justice, warranted by the Constitution, upon military necessity, I invoke the considerate judgment of mankind, and the gracious favor of Almighty God.

WHEREAS, an excerpt from the statement from Union Major General Gordon Granger declared in Galveston, Texas an end to slavery on June 19, 1865 and which serves as the origin for Juneteenth:

The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and hired labor.

WHEREAS, the 13th Amendment to the U.S. Constitution was ratified on December 6, 1865 and provides that:

Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

WHEREAS, this simple, but profound, statement by General Granger became a celebration, first in Galveston, then across the state of Texas, then throughout the South, picking up local traditions and music along the way, like this excerpt from Lift Every Voice and Sing, first premiering in 1900:

*Lift every voice and sing,
'Til earth and heaven ring,
Ring with the harmonies of Liberty;
Let our rejoicing rise
High as the listening skies,
Let it resound loud as the rolling sea.
Sing a song full of the faith that the dark past has taught us,
Sing a song full of the hope that the present has brought us;
Facing the rising sun of our new day begun,
Let us march on 'til victory is won.*

WHEREAS, Juneteenth spread to the rest of America through the Great Migrations north and west between 1910 and 1970; and

WHEREAS, Texas became the 1st state to designate Juneteenth as a state holiday in 1980; and

WHEREAS, 45 states recognized Juneteenth by 2016, and in 2021, it became an official federal holiday, and in 2022, thanks to the proposal brought forward by Williamson County Commissioner Cynthia Long, the Commissioners Court approved adding Juneteenth to its list of official holidays;

NOW THEREFORE, the Williamson County Commissioners Court does hereby proclaim

June 19, 2024

As

Juneteenth, AKA Emancipation Day, in Williamson County

And

Ask our residents to celebrate this most Texan of holidays by continuing along the long path of the moral universe as it arcs towards justice.

Passed by Commissioners Court and Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session

26.

Meeting Date: 06/11/2024

HUD ESG and HOME Funds

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.

Background

This request is to determine if the Commissioners Court will accept or decline ESG and HOME funds from HUD.

HUD headquarters has not yet provided the official award letter to Williamson County regarding these funds. However, once received, the county will have 30 days to respond. The county is currently developing the CDBG Five-Year Consolidated Plan. This plan should include information regarding these funds IF the county chooses to accept them. Understanding how the court would like to proceed with ESG and HOME funds will allow for a more efficient process and submission of the Consolidated Plan to HUD by the required deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ESG and HOME Funds

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 06/05/2024

Reviewed By

Becky Pruitt

Date

06/05/2024 03:43 PM

Started On: 06/05/2024 01:43 PM

Emergency Solutions Grants Program (ESG)

Estimated Amount: \$162,125

7.5% max for Administration

Eligible Activities:

Engage homeless individuals and families living on the street;

Improve the number and quality of emergency shelters for homeless individuals and families;

Help operate these shelters;

Provide essential services to shelter residents;

Rapidly re-house homeless individuals and families; and

Prevent families and individuals from becoming homeless.

ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities (up to 7.5% of a recipient's allocation can be used for administrative activities).

Matching Fund Requirement:

Metropolitan city and urban county recipients must match grant funds with an equal amount of contributions, which may include cash, donated buildings or materials, and volunteer services. Match requirement can be fulfilled by subrecipient.

HOME Investment Partnerships Program (HOME)

Estimated Amount: \$594,780

10% max for Administration

To get started:

If the jurisdiction receives a final HOME allocation of \$500,000 or more, but less than \$750,000, it may qualify as a HOME participating jurisdiction only if the State in which the jurisdiction is located authorizes HUD to transfer to the jurisdiction a portion of the State's HOME allocation or the State, the jurisdiction, or both, make available their own resources to make up the difference between jurisdiction's formula allocation and \$750,000 (24 CFR § 92.102(b)). This participation threshold is a one-time requirement. Estimated amount needed from State and/or County is \$155,220.

Eligible Activities:

Participating jurisdictions may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses. PJs may use HOME funds to provide tenant-based rental assistance contracts of up to 2 years if such activity is consistent with their Consolidated Plan and justified under local market conditions. This assistance may be renewed. Up to 10 percent of the PJ's annual allocation may be used for program planning and administration.

HOME-assisted rental housing must comply with certain rent limitations. HOME rent limits are published each year by HUD. The program also establishes [maximum per unit subsidy limits](#) and [homeownership value limits](#).

Matching Funds Requirement:

All Participating Jurisdictions (PJs) must contribute or match no less than 25 cents for each dollar of HOME funds spent on affordable housing. As PJs draw funds from HOME Investment Trust Funds, they incur a *match liability*, which must be satisfied by the end of each federal fiscal year. The matching contribution adds to the resources available for HOME-assisted or HOME-eligible projects, and must come in the form of a permanent contribution to affordable housing. Generally, investments from state or local governments or the private sector qualify as matching contributions, whereas federal funds (such as CDBG) do not qualify. Eligible sources of a match for HOME funds include: cash; donated construction materials or volunteer labor; value of donated land or real property; value of foregone interest, taxes, fees, or charges levied by public or private entities; investments in on-or offsite improvements; proceeds from bond financing; the cost of supportive services provided to families living in HOME units; and the cost of homebuyer counseling to families purchasing HOME-assisted units.

Commissioners Court - Regular Session

27.

Meeting Date: 06/11/2024

Expo Center Road Naming

Submitted For: Russell Fishbeck

Submitted By: Russell Fishbeck, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on naming two roads at the Williamson County Exposition Center.

Background

Two interior roads at the Williamson County Exposition Center that provide direct access to Bill Pickett Trail are not currently named. The primary purpose for naming these roads is to enhance directional access for both emergency personnel and the visiting public. Proposed names as reflected in the attached map are: (1) Wilco Rodeo Drive, and (2) Howdy Lane. The Williamson County Addressing Coordinator has confirmed that both of these names are currently available for use.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Expo Center road names map

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 06/05/2024

Reviewed By

Becky Pruitt

Date

06/05/2024 03:42 PM

Started On: 06/04/2024 02:17 PM



Commissioners Court - Regular Session

28.

Meeting Date: 06/11/2024

Secretariat Eng - River Ranch Proj

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the firm of Secretariat Advisors, LLC to provide expert litigation consulting services in relation to the matter of Williamson County, Texas vs. Ritter Botkin Prime Construction, Inc and Great American Insurance Company of New York in the 368th Judicial District Court, Williamson County, Texas; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Secretariat Engagement Letter - River Ranch Park Project

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 08:39 AM

Started On: 06/06/2024 08:14 AM

June 5, 2024

Via Email Only (kerrie@chapmanfirmtx.com)

Mr. Hal Hawes,
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, TX 78626

c/o Kerrie Taylor, Esq. and Jeff Chapman, Esq.
The Chapman Firm PLLC
3410 Far West Blvd, Suite 210
Austin, Texas 78731

**Re: Williamson County, Texas vs. Ritter Botkin Prime Construction, Inc and Great American Insurance Company of New York in the 368th Judicial District Court, Williamson County, Texas
Letter of Engagement for Secretariat Advisors LLC.**

Dear Ms. Taylor:

This letter shall confirm and establish the terms of the engagement of Secretariat Advisors LLC, (“Secretariat”) by Williamson County, Texas (“Client”) in the above referenced matter (the “Engagement”). The Chapman Firm, PLLC (“Counsel”) has been retained by Client to represent its interests in the above referenced matter. Secretariat will work at the direction of Counsel under this Engagement.

Secretariat is retained to provide consulting services, which may include advice, review, analysis, opinions, expert witness reports, expert testimony, and any other tasks or work requested or directed by Counsel in connection with the Engagement (“Services”).

I will maintain overall administrative responsibility for the Engagement, including billing and client relations. I will be actively involved in the performance of the Services and will use such other professionals and staff for assistance as I deem necessary. Secretariat’s work will be billed on a monthly basis at established hourly rates applied to productive hours engaged in providing the Services (“Professional Fees”), plus out-of-pocket expenses described in Paragraph 2 of the Additional Terms and Conditions of Engagement herein (“Expenses”). The hourly rates for Secretariat’s professionals and staff are based upon the experience and skills of the personnel involved.

The current hourly rates for Secretariat’s professionals and staff, which are subject to adjustment effective January 1, 2024, are as follows:

Managing Director	\$525
Director	\$450
Associate Director	\$350
Manager	\$325
Senior Associate	\$300
Associate	\$250
Project Assistant	\$250

Secretariat, Counsel, and Client understand and agree that Client will be solely responsible for payment of Secretariat's Professional Fees and Expenses. As such, Secretariat will submit invoices for its Professional Fees and Expenses incurred in connection with this Engagement to Counsel for review and forwarding to Client. The name and address of Counsel to receive and forward Secretariat's invoices to Client is provided on the signature page of this letter.

Additional Terms and Conditions of Engagement

1. Secretariat's rates are subject to adjustment from time to time and at least annually effective January 1, 2025. Any adjustments to Secretariat's rates will be reviewed with and agreed to by the Client in writing before becoming effective under the terms contained herein.
2. Secretariat will invoice Client c/o Counsel, and Client will be responsible for paying Secretariat, all Professional Fees and Expenses incurred in connection with the Services under this Engagement. These Expenses include, but are not limited to, reasonable and customary out-of-pocket costs that are directly incurred by Secretariat in connection with the Services or Engagement, such as messenger, travel, meals, accommodations, and other expenses, and will be invoiced by Secretariat to Client at cost. Further, if Secretariat or any of its employees are compelled to testify or provide evidence relating to its Services under this Engagement at or in connection with any judicial or administrative proceeding other than this Engagement, Client will compensate Secretariat at its regular hourly rates and reimburse Secretariat for reasonable direct and allocated expenses (including counsel fees) with respect thereto.
3. All Professional Fees, Expenses, and other amounts payable to Secretariat will be due in accordance with Government Code Chapter 2251. Secretariat's Taxpayer Identification Number is 82-4596089.
4. Without limiting any of Secretariat's other rights and remedies, in the event any payment is not paid by Client within thirty (30) days of the submission of the invoice, then interest shall accrue in accordance with Government Code Chapter 2251. Nothing herein shall be construed as extending the due date of payments to be made by Client under this Engagement. In addition to any other remedies set forth above, and any other remedies available at law, upon ten (10) days' written notice to Counsel and Client, Secretariat reserves the right to stop and withhold Services under this or any other Engagement with Client until payment is received on past-due invoices and amounts. It is Secretariat's normal practice to be paid in full for all work performed to date prior to issuance of a report, appearing for deposition, or testifying at a trial or hearing. In a judicial action to collect an invoice payment or interest due under Chapter 2251, the opposing party, which may be Client or Secretariat, shall pay the reasonable attorneys' fees of the prevailing party.



5. Secretariat's Professional Fees and Expenses are not contingent upon the final result of the matter, Services or Engagement, nor does Secretariat guarantee any result or resolution in connection with this Engagement.
6. Other professionals of Secretariat may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Client. During the pendency of this Engagement, the Secretariat professionals providing Services under this Engagement will not provide services to a party that is adverse to Client in the matter that is the subject of this Engagement.
7. To the extent allowed by law and in accordance with the Texas Government Code Chapter 552, the Texas Public Information Act, the parties hereto agree that any confidential information received from the other party or parties shall only be used for the purposes of providing or receiving Services under this Engagement. Except as provided below, Secretariat will not disclose any the Client's confidential information to any third party without the Client's prior written consent. Secretariat understands that confidential information, as well as its work product and files, may become subject to discovery; however, until such materials are sought by subpoena or other process, they will be maintained by Secretariat as confidential. It is agreed that those materials and all other working papers and other documents prepared by Secretariat pursuant to this Engagement will be maintained as confidential materials and will not be disclosed to third parties without Secretariat's consent, except as may be required by law, regulation, or judicial or administrative process. Unless prohibited by law, Secretariat agrees to notify Client promptly of any of the following events: (a) a request by anyone to examine, inspect, or copy such documents or records; or (b) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon Secretariat that requires the production of such documents or records. Confidential information shall not include information that is or becomes generally available to the public other than as a result of a breach of a non-disclosure obligation hereunder, is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information, or is or has been independently developed by the recipient.
8. In consideration for Secretariat providing the Services and undertaking the Engagement described herein, Client agrees that Secretariat and its members, owners, officers, directors, counsel, attorneys, employees, agents, and representatives (collectively referred to as "Secretariat Parties") shall not be liable to Client or its respective successors, assigns, or affiliates for damages in excess of the total amount of the Professional Fees actually paid to Secretariat under this Engagement. In no event shall Counsel, Client, Secretariat or the Secretariat Parties be liable for punitive or consequential damages of any kind.
9. This Engagement and the Services provided under it shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the choice of law provisions thereof. State courts of the State of Texas sitting in Williamson County, Texas (collectively, the "Courts") shall have exclusive jurisdiction in relation to any claim or dispute arising out of or relating to the Engagement or Services. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have personal or subject matter jurisdiction.



Counsel and Client acknowledge their respective acceptance and agreement with this Engagement as evidenced by their signatures below. Please return to Secretariat a signed copy of this engagement letter.

Very truly yours,

SECRETARIAT ADVISORS LLC

By: David Todd
David Todd
Director

Accepted by: The Chapman Firm, PLLC. (Counsel)

Signature: K Taylor
Name: Kerrie Taylor
Title: Attorney
Date: June 5, 2024

Accepted by: Williamson County, Texas

Signature: _____
Name: _____
Title: _____
Date: _____

Name and address of Client representative designated to receive invoices related to this Engagement:

Mr. Jeff Chapman,
Name: The Chapman Firm, PLLC.
Address: 3410 Far West Boulevard, Suite 210
Austin, TX 78731
Phone: 512-872-3840
Email: jeff@chapmanfirmTX.com



Commissioners Court - Regular Session

29.

Meeting Date: 06/11/2024

Dec Action - PIA

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on directing the Williamson County Attorney's office to file a Declaratory Judgment Action on a Public Information Act request based on conflicting rulings.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 09:44 AM

Started On: 06/06/2024 08:37 AM

Commissioners Court - Regular Session

30.

Meeting Date: 06/11/2024

engagement letter - white epsey

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of the law firm of White Espey, PLLC to provide legal representation as it relates to workers' compensation matters on behalf of Williamson County; 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 Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - white epsey

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:46 AM

Started On: 06/06/2024 09:57 AM

ENGAGEMENT LETTER FOR WORKERS' COMPENSATION LEGAL SERVICES

Williamson County
401 W 6th Street
Georgetown, TX 78626

Dear Williamson County,

This Engagement Letter for Legal Services ("Letter") is made effective as of June 6, 2024 between the law firm of White Espey, PLLC and Williamson County. Parties agree herein that White Espey, PLLC will provide legal representation as it relates to workers' compensation matters on behalf of Williamson County.

Services. White Espey, PLLC agrees to provide legal representation in all workers' compensation matters assigned by Williamson County and/or its designated Third-Party Administrator ("TPA") of workers' compensation matters.

Term. The legal representation shall commence on June 6, 2024 and end upon the thirtieth day following written notice to terminate this Letter by either party.

Compensation. In consideration for the legal representation provided, White Espey, PLLC is to be paid according to the attached description of "Services" in **Exhibit A**.

IN WITNESS WHEREOF, the Parties hereto have executed this Letter on the dates written hereunder:

Agreed on June 6, 2024:



Timothy R. White
White Espey, PLLC

Agreed on June 6, 2024:

Bill Gravell, Jr.
County Judge
Williamson County

Exhibit A

Services

AUSTIN CARRIER REPRESENTATIVE SERVICE

- **There is no charge for the Austin Carrier Representative Service** if White Espey, PLLC represents Williamson County at all administrative hearings (BRC's, CCH's, Appeals Panel Briefs) at which Williamson County is represented by legal counsel. If Williamson County retains other *legal counsel* to represent their interests at any administrative hearing, the cost for Austin Carrier Representative Service is \$250/month.
- Services include daily trips, as necessary, to the DWC to deliver, sign for, and pick up mail, date-stamp, sort, and electronically redistribute the mail to a distribution list selected by the client. This is a same-day service to Williamson County also includes receipt of and signing for DWC mail and Compliance materials. Austin Carrier Representative services additionally include managing the on-line carrier information requirements of Rule 124.2 through TXCOMP, responding to general questions on matters that do not require a written opinion, in-office claims representative training, notifications of significant DWC Advisories or rule changes that may result in possible violations and/or penalties against Williamson County, and monitoring and tracking all workers' compensation legislation filed in the Texas Legislature. Other administrative services (designated doctor analysis letters, submission of response to requests for information, etc.) will be billed on a time and expense basis.

DWC ADMINISTRATIVE HEARING SERVICES

Benefit Review Conferences

- **Attorney:** Time & Expense at \$175.00/hour.
- **Paralegal or Licensed Legal Assistant:** Time and Expense \$60.00/hour.
- Services include review of claim file, preparation of Rule 141 Exchange of Documentary Evidence, submission of reports as necessary at least two weeks prior to the conference, communications with adjuster before and after the Benefit Review Conference (BRC), communications with opposing counsel if an agreement may be reached, preparation for BRC, legal research, communications with witnesses and experts as necessary, maintain accurate information in the file regarding efforts to conclude the claim, offers of settlement/resolution made, and responses received, obtain resolution/settlement authority (as needed) from senior workers' compensation management prior to any conference, attend all Benefit Review Conferences, make recommendations as to whether adjusters need to be present at the BRC, and submit a post-BRC report within 48 business hours of the hearing including any claimant/attorney offers and any recommendations.

Contested Case Hearings/Arbitration

- **Attorney:** Time & Expense at \$175.00/hour.
- **Paralegal or Licensed Legal Assistant:** Time and Expense \$60.00/hour.
- Services include review of claim file, preparation of Contested Case Hearing (CCH) Exchange of Documentary Evidence, Witness List, and Interrogatories, preparation of CCH Exhibits, communications with adjuster before and after the CCH, submission of reports as necessary at least two weeks prior to the hearing, communications with opposing counsel, preparation for CCH, requests for and preparation of subpoenas, depositions, or other discovery, legal research, communications with witnesses and experts as necessary, obtain resolution/settlement authority (as needed) from senior workers' compensation management prior to any hearing, attend all Contested Case Hearings, make recommendations as to whether adjusters need to be present at the CCH, and submit a post-CCH report within 48 business hours of the hearing including any claimant/attorney offers and any recommendations. Actual expenses, such as expert witness fees, fees for service of subpoenas or deposition questions, private investigator fees, copying fees for copies in excess of 100 pages, express delivery postage, and vendor fees for preparation of expert reports, will be additional. No experts will be hired without prior approval from the workers' compensation claims handler. No claims settlements/resolutions will be made without approval by senior workers' compensation management, and evidence of settlement authority and documentation of all attempts to settle will be fully documented in the claims file.

Appeals Panel Briefs

- **Attorney:** Time & Expense at \$175.00/hour
- **Paralegal or Licensed Legal Assistant:** Time and Expense \$60.00
- Services include obtaining authority from the senior workers' compensation management for filing an appeal, drafting and filing a written appeal no later than the 15th day after the decision of the Hearing Officer is received (or as required by the TDI/DWC rules), and filing a written response with the Appeals Panel no later than the 15th day after request for appeal is served on Williamson County should the employee file an appeal.

MEDICAL DISPUTE RESOLUTION HEARINGS

At the DWC level through the IRO Process

- **Attorney:** Time & Expense at \$175.00/hour
- **Paralegal or Licensed Legal Assistant:** Time and Expense \$60.00/hour
- Services include the same services listed above for administrative hearings

Judicial Review in District Court/Representation before SOAH

- **Attorney:** Time & Expense at \$250.00/hour
- **Paralegal or Licensed Legal Assistant:** Time and Expense \$70.00/hour
- Services include the same services listed above for administrative hearings with the addition of representation in Austin before SOAH.

Actual expenses, such as expert witness fees, fees for service of subpoenas or deposition questions, court reporter's fees, fees for copies, express delivery postage, fees for obtaining records from medical providers, fees for copies of DWC files, and vendor fees for preparation of expert reports, will be additional.

SYSTEM MONITORING AND OVERSIGHT (including audits)

- **Attorney:** Time & Expense at \$225.00/hour
- **Paralegal or Licensed Legal Assistant:** Time and Expense \$70.00/hour
- Services include review and assistance with responses to requests for documents, negotiation of enforcement actions, and assistance with reduction of any proposed fines or penalties.
- An annual audit of the claims administration of the workers' compensation program assesses the efficiency, effectiveness, and the consistency of the claims adjusting unit and ensures all provisions of the contract for services are being adhered to.
- Additional performance reviews and audits may be performed upon request of the client. The engagement letter for any audit or compliance matter will include the scope of the audit, the purpose of the audit, delineation of the types and numbers of files to be reviewed, and the location and times for the reviews. Audits for Williamson County may include preauthorization performance audits, audits for timely payments of medical bills and/or indemnity benefits or DWC Audits. Additional audits include biannual audit for compliance with TDI's Performance Based Oversight measures or Electronic Data Interchange requirements in accordance with Texas Administrative Code Sections 134.800 et. seq., and will include outcome analysis. The EDI audits may include analysis or whether EDI forms are filed timely and with proper identification, testing, and TDI approval, and may include ensuring compliance with all data elements, including recent changes to data elements.

LITIGATION/SUBROGATION FEE SCHEDULE

- **Partner:** Time & Expense at \$250.00/hour
- **Associate:** Time & Expense at \$200.00/hour
- **Paralegal or Licensed Legal Assistant** \$70.00/hour

All Litigation Expenses are charged on an actual basis, except for copies (\$.20 per page), overnight mail (\$25.00) and postage (Certified Mail Return Receipt Requested \$5.00)

OTHER LEGAL SERVICES

Other Attorney Services, including trial preparation, litigation services statewide, written Legal Opinions, and work before the DWC not itemized above, are available at the hourly rates listed below:

- **Attorney:** Time & Expense at \$200.00/hour
- **Paralegal or Licensed Legal Assistant:** Time and Expense \$60.00/hour

Actual expenses will be charged, except on hearings where mileage is required versus actual airfare, etc.

*Currently, there is no applicable sales tax or other governmental tax for legal services. In the event such a tax is imposed on these services, the tax will be added to the amounts charged unless you obtain a lawful exemption.

Commissioners Court - Regular Session

31.

Meeting Date: 06/11/2024

Award of RFP #24RFP36 Countywide Disaster Related Debris Monitoring Services for Williamson County via Office of Emergency Management

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #24RFP36 Countywide Disaster Related Debris Monitoring Services to the highest scoring proposer, Tetra Tech, Inc. and authorizing the execution of associated documents.

Background

Williamson County sent out four thousand five hundred and one (4,501) notifications with thirty-seven (37) document takers and received five (5) submittals to provide Countywide Disaster Related Debris Monitoring Services. The primary purpose of this contract is to create at-the-ready resources, at established prices, for the County’s disaster response and recovery operations in the event of a weather event or disaster situation. The contract is to be utilized on an “as-needed” basis to provide clean-up, demolition, removal, reduction, and disposal of debris as directed by the County following a natural or man-made disaster. The evaluation team’s recommendation is Tetra Tech, Inc. who is the highest scoring proposer. Funding source and contract amounts will depend on the type of disaster and will be allocated at the time of an event. Bruce Clements and Bill Zito are the points of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Redacted Score Sheet
- Tetra Tech Agreement
- Tetra Tech FEMA Addendum
- Form 1295 Tetra Tech

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/06/2024 07:04 AM
County Judge Exec Asst.	Becky Pruitt	06/06/2024 08:33 AM
Form Started By: Kerstin Hancock		Started On: 06/04/2024 10:11 AM
Final Approval Date: 06/06/2024		



Scoring Summary

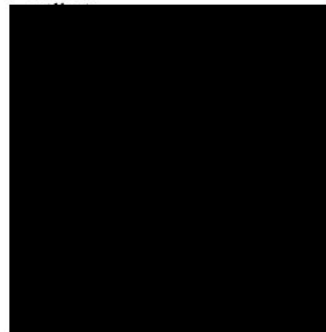
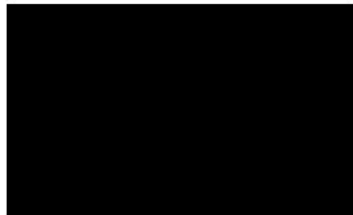
RFP 24RFP36 Countywide Disaster Related Debris Monitoring Services

Wednesday, May 09, 2024 at 2:00PM

Supplier	Total / 100 pts	Litigation History Pass/Fail	Cost Price/ 20 pts	Response Time/Availability / 50 pts	Proposed Service / 10 pts	Experience/Qualification / 20 pts
Tetra Tech, Inc.	97.8	Pass	\$233.00/18	50	9.8	20
DebrisTech, LLC	96.6	Pass	\$208.00/20	48	10	18.6
Thompson Consulting Services, LLC	89.6	Pass	\$289.00/14	47.6	9.2	18.8
True North Emergency Management	86.2	Pass	\$299.00/14	45.2	9	18
Sanford Federal, Inc.	32	Failed	\$630.00/ 7	15	4	6

Note: Litigation history did not affect scoring of remaining criteria. Best and Final Offer requested and received from highest scoring firm

Voting Committee Members



Non-Voting Committee Members



MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES

THIS AGREEMENT is made this _____ day of _____, 2024, by and between **Williamson County, Texas**, located at 100 Wilco Way, Suite P101, Georgetown, TX 78626 (hereinafter referred to as ("CLIENT")) and **Tetra Tech, Inc.** (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Client has issued RFP No. 24RFP36 for Countywide Disaster Related Debris Monitoring Services which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to RFP No. 24RFP36 and wishes to enter into a contractual agreement with Contractor to provide countywide disaster related debris monitoring services which the Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform countywide disaster related debris monitoring services as described in Exhibit A and B (Client's RFP and Contractor's Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for four (4) years with the option to renew for up to two (2) additional periods of one (1) year each by mutual consent.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Federal Requirements:** Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as Exhibit D.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party

MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES

could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus all authorized project related expenses reimbursed to Contractor as set forth below and in **Exhibit C**.

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.

The hourly rates shall remain firm for the initial term of the agreement. The hourly rates for any extended terms shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation:** 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 Client receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Client 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 Client'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.

All invoices shall be delivered to:
Williamson County Auditor
710 Main Street
Suite 101
Georgetown, TX 78626

Payment shall be made to and delivered to:
Tetra Tech, Inc.
PO Box 911642
Denver, CO 80291-1642

9. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from reasonable attorney fees which might be incurred

MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES

by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.

10. **Insurance:** During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000 per occurrence
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$2,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. \$1,000,000) or the amount actually paid to Contractor under this Agreement.
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.

**MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES**

16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

Williamson County Judge
710 S. Main Street
Ste. 101
Georgetown, TX 78626

Contractor:

Contracts Department
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
(407) 803-2551 (Betty Kamara)
TDR.Contracts@tetrattech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Texas without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Williamson County, TX.
22. **Access and Audits:** County's Right to Audit: Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to

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all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Texas law or regulation.
28. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
29. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
30. **No Waiver of Sovereign Immunity:** Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity of powers of the Client.
31. **Public Information:** Tetra Tech understands that Client 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 Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

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IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

**CONTRACTOR:
TETRA TECH, INC.**



By: Jonathan Burgiel
Title: Business Unit President

ATTEST:



Kayla Lemaire, Contract Administrator I

**CLIENT:
WILLIAMSON COUNTY, TX**

By:
Title:

ATTEST:

ATTACHMENTS:

- Exhibit A: Client RFP No. 24RFP36 for Countywide Disaster Related Debris Monitoring Services
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)

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EXHIBIT A

Williamson County, TX RFP #24RFP36 for Countywide Disaster Related Debris Monitoring Services

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EXHIBIT B

Tetra Tech Technical Approach

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EXHIBIT C

Tetra Tech Fee Schedule

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**EXHIBIT D
FEDERAL PROVISIONS**

**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AW ARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post

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copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

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- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2) The classification is utilized in the area by the construction industry; and
 - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out

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accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

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apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

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set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

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(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic

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subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (i), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the

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consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

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- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR

Tetra Tech, Inc.

2301 Lucien Way, Suite 120

Maitland, FL 32751

CLIENT

Williamson County, TX

710 S. Main Street, Ste. 101

Georgetown, TX 78626

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the

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contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00. ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.
- (2) If any funds other than federally 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 this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose

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accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

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BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee 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.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

6/3/2024

Date

MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor, Tetra Tech, Inc., certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

6/3/2024

Date

**MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES**

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

**MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES**

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

6/3/2024
Date


**MASTER SERVICES AGREEMENT
FOR COUNTYWIDE DISASTER RELATED DEBRIS MONITORING SERVICES**

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

6/3/2024

Date

Implementation Strategy and Approach to the County's Scope of Work

Project Understanding

Williamson County is located in the Austin-Round Rock-Georgetown metropolitan area of Texas. Williamson County has seen rapid growth in population due to its proximity to Austin and large tech employers moving their headquarters to the area. The County is also home to the Inner Space Caverns, one of the most well-preserved caves in the State of Texas, which brings in locals as well as numerous visitors. Over the years, the County has seen severe damage and flooding caused by disasters such as the severe winter storm in early 2023 and the 1997 tornado outbreak, just to name a few.



Risk Factors and Unique Challenges for Williamson County

Due to its geography, County may face unique challenges, including:

- Tornadoes
- Winter Storms
- Severe Weather

Our Understanding of the Services Required by Williamson County

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Documentation Efforts (pg. D-41)
- Debris Management Plan (pg. D-31)
- Emergency Push Documentation (pg. D-16)
- ROW Debris Monitoring (pg. D-13)

Tetra Tech is prepared to provide the services defined in the County's RFP. With more than 56 years of experience behind the company, Tetra Tech has the expertise, resources, and proven skills to support Williamson County.

As the County knows, the County is obligated to its residents and businesses to be ready to respond to disaster events. This responsibility covers an array of areas, including:

- 1. Having the necessary preparedness plans and policies in place**
- 2. Ensuring that County staff are trained and have had practice in exercising the emergency scenarios**
- 3. Identifying additional resources that the County may need in case the County is affected**
- 4. Partnering with a responsible partner who can help the County maximize state and federal grant funding**
- 5. Building more resilient and sustainability infrastructure to mitigate future risks.**

With Tetra Tech, the County has a partner that is renowned in all the above areas and has the resources and expertise to support County.

Monitoring

Debris Management Site Identification/Pre-Approval

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting TDSR sites before a disaster event as well as post-disaster. Based on State environmental agency guidelines, TDSR sites typically require baseline soil testing before use. We work with municipalities to pre-approve potential debris sites with environmental agencies.

Right of Entry Gathering for Private/Gated Road Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. We work with each client to follow their process, should they already have one in place, when managing debris generated from private property and gated communities. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the right-of-entry (ROE) program with homeowners' associations and residents, and ensuring the program is properly documented.

Right of Way Monitoring

Our *RecoveryTrac*™ ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring. For the County's private/gated communities, we return to the ROEs that were collected in the Preparedness phase; for any communities that did not have the pre-work completed, we then work with them to get the paperwork completed.



ROW Monitoring following Hurricane Sally, Baldwin County, Alabama

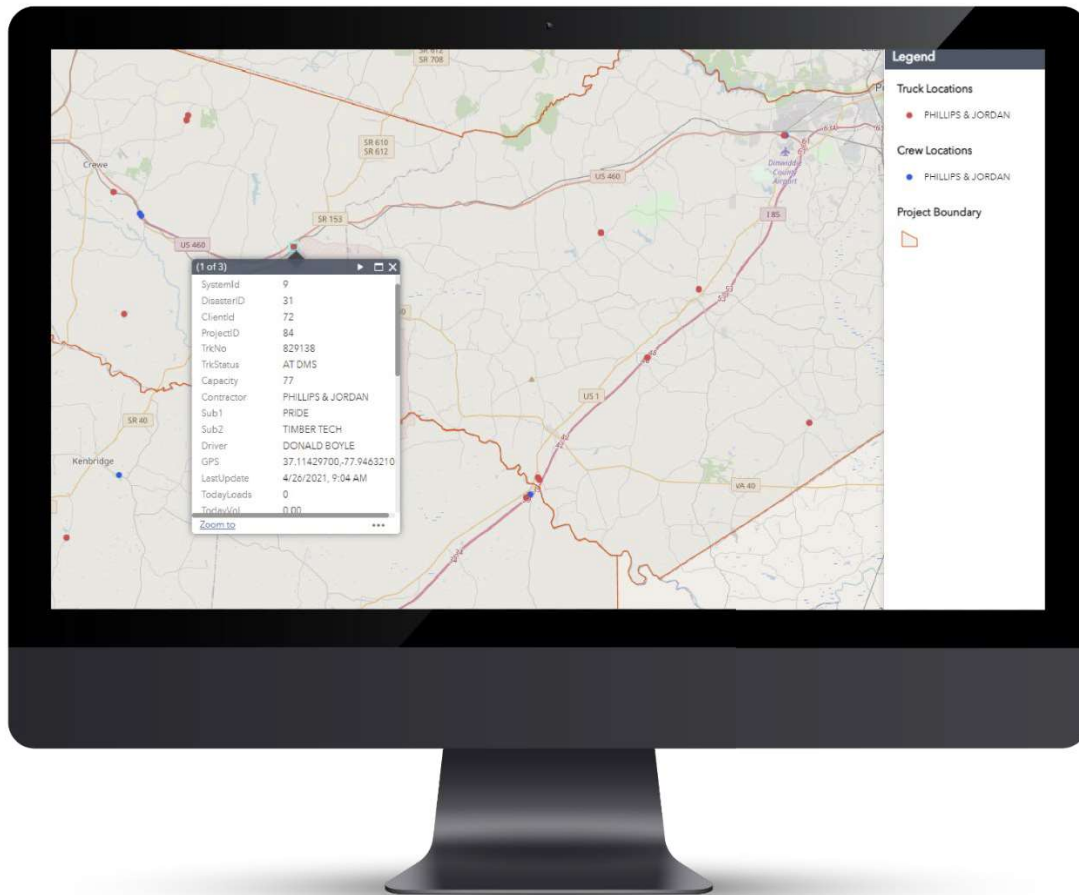
At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date. Through *RecoveryTrac™* ADMS, we have the ability to overlay road layers on the map to track pickup collections on County-maintained roads, as well as State roads once the Department of Transportation has completed their pass through.

Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Truck Locations



Emergency Roadway Push

During the emergency push period, debris removal contractors coordinate with Williamson County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Coordination with the County to conduct preliminary damage assessments and road closures
- Establish public information protocols to respond to concerns and comments

Truck Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Truck Certification Report

RecoveryTrac Truck Certification Report 9/22/2019

HARRIS COUNTY TX TROPICAL STORM IMELDA ROW COLLECTION - Truck Certification Summary

	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity
Contractor: CERES	52	3709	71.33
Totals:	52	3709	71.33

HARRIS COUNTY TX TROPICAL STORM IMELDA ROW COLLECTION - Truck Certification Details

Contractor: CERES
Sub-Contractor 1: CREEL BROTHERS

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Tag	Vehicle Type	Vehicle Features
N/A	810959	55	09/22/2019 11:41 AM	ACTIVE	P244760 (LA)	SELF-LOADING TRUCK	

Primary Box (L x W x H): 212x100x96 = 2035200 0 (+)
Type: Box (L x W x H): 56x100x74 = 414400 0 (+)
Type: Box (L x W x H): 67x100x17 = 113900 0 (+)
Type: Box (L x W x H): 4x100x21 = 8400 0 (+)
Total Volume: 2571900 0 Cu Inches (46656)= 55.12 CuYds

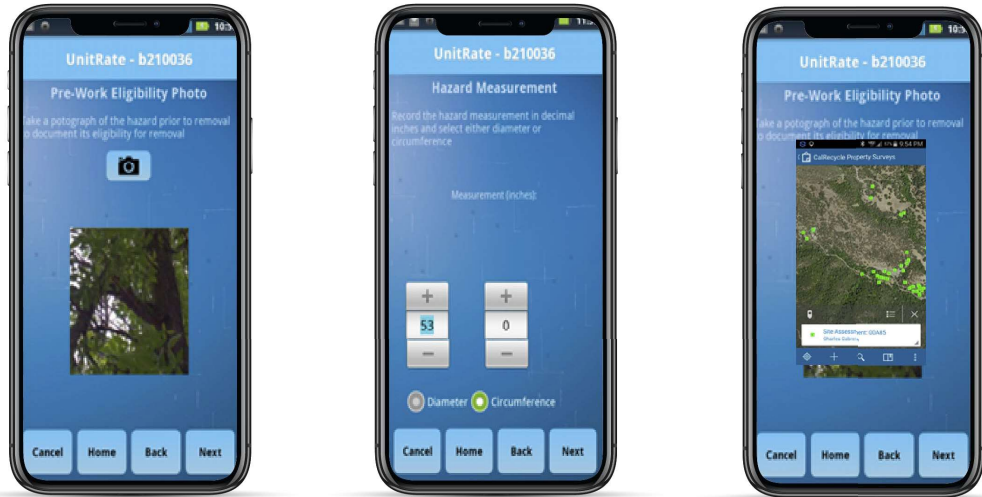
Driver-Placard View Side View Back-Interior View Front View

Hazardous Tree/Stump Monitoring

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Hazardous Tree Mobile Suite



Real-Time Ticket Report

RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	HI Pct	Emp Invl	Contr Invl	Own Invl
OBSERVATIONS	1	1	0	0.0	1242	0	0	0	0
Totals	1	1	0	0.0	1242.0	0	0	0	0

Project Incident Details: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

OBSERVATIONS (Count: 1)

OTHER (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Contr Invl	Own Invl	Location	Reporting/Monitor
00-2017-03944	Active	Normal	12/04/2017 1:42 PM	NO	NO	NO	2204 ALLENDALE STREET (20.803076, -95.980945)	FRANCISCO RAMOZ (0216250)

CREW (TREE-R-US) REMOVED STUMP
NO WATER LEAKS.
CITY CREW AT SITE

Unit RateTicket

Ticket Information

Ticket Date/Time: 12/15/2018 10:52 AM
 Applicant: CITY OF LYNN HAVEN
 Disaster: FL - HURRICANE MICHAEL
 Contractor: ASHBRIITT
 Sub-Contractor: TRI-RIVERS - ARBORPRO
 Crew No.: 710380
 Supervisor: JONATHAN COLLINS

Hazard Information

Hazard Type: 1A - HAZARDOUS HANGERS REMOVAL
 GPS(Lat,Lng): 30.221035, -95.057865
 Address: 812 BRADFORD CIRCLE
 Measure: 5.00
 Unit Count: 1.00
 Start Time: 12/15/2018 10:35 AM
 EndTime: 12/15/2018 10:52 AM
 Monitor Name (Id): JOELLY HARVEY (P232188)

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Spotlight On: ANSI A300 Tree Care Standards

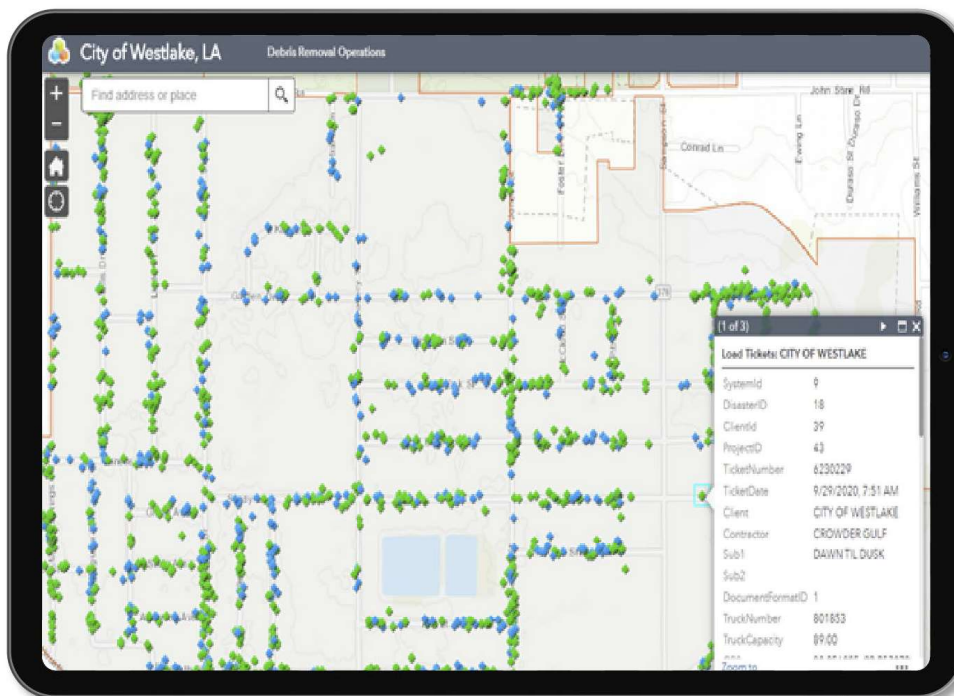
Tetra Tech recognizes the importance of complying with the ANSI 300 standards to ensure the health of the trees and the surrounding environment. Tetra Tech supports many local, state, and provincial governments and federal regulators, completing projects on their behalf that require an understanding of the latest agency policies and guidance. Our work includes field compliance oversight; permit development, review, and deficiency notifications; document review; and litigation support.



Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Unit Rate Ticket Map



Staffing Plan

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have **managed the removal of and reimbursement for over 179 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects in excess of 1 million CYs of debris and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Our record of success includes serving over 300 state and local government clients in response to over 90 presidential disaster declarations over the last decade. Our team has obtained **over \$50 billion in reimbursement funds** for our clients from federal agencies.

Tetra Tech is committed to providing the County an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year.

Proposed Team

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Texas-based projects.** As a result, our staff has an in-depth understanding of how disaster response and recovery works in Texas.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Résumés for project management and advisory staff have been provided at the end of this section.**



Mr. Ralph Natale is the Director of Post-Disaster Programs for Tetra Tech. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in FEMA-PA Grant Program reimbursement policies and has administered nearly 70 projects in his 15-year career. Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike, and Sandy. Mr. Natale has led operations that resulted in the removal of over 66 million CYs of debris and over 1.7 million hazardous trees, the program management of over 35,000 demolitions, and over \$4.5 billion of reimbursed invoices.



Mr. John Buri, Texas resident and Senior Advisor for Disaster Grants Programs, will provide subject matter expertise and guidance for the County based on experience supporting clients across more than \$5 billion in disaster-related grants. Mr. Buri is a versatile disaster mitigation, response, and recovery and grant management professional. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients since 2007, representing over \$5 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with each disaster recovery operation.



Mr. Nick Russo, Regional Project Manager, is a Texas resident and an environmental services expert with over 20 years of experience in disaster recovery, environmental resources, and water management. He joined Tetra Tech in early 2022 after spending 19 years with the Harris County, TX Engineering Department. He has vast experience in coordinating environmental, sustainability, and regulatory programs at the local, state, and federal levels. Mr. Russo worked on numerous federally declared disasters including Hurricane Ike, the Tax Day Flood, Hurricane Harvey, Tropical Storm Imelda, and the COVID-19 Pandemic where he conducted damage assessments, debris removal, and program management in coordination with FEMA and other regulatory agencies.

Contact Information: nick.russoiii@tetrattech.com

Project Field Operations Team

Tetra Tech has identified a team of field staff to support the County. We have selected team members who have previous experience in similar operations. Brief summaries of each team member’s experience are provided below. **Nearly all of our proposed staff have previous experience working with Williamson County. Résumés for project field operations staff have been provided at the end of this section.**

Proposed Staff	Summary of Qualifications	Key Areas of Expertise
Scott Simpson Project Manager Previous Experience with Williamson County	Mr. James Scott Simpson is an experienced professional providing program management services for response and recovery. He has supported projects in the states of California, Louisiana, North Carolina, and Texas, where he was responsible for supervision and scheduling of staff and daily safety briefings. In addition, Scott has previous knowledge of working in construction / plant maintenance, and has experience in interpreting and reading blueprints, diagrams, and drawings. Contact Information: scott.simpson2@tetrattech.com	<ul style="list-style-type: none"> • QA/QC • OSHA Standards • Disposal Site Operations • Debris Operations • Welding Safety • Crane/Hoist • Waterways
Roderick Moore Debris Monitor Supervisor Previous Experience with Williamson County	Mr. Roderick Moore performs load calls for trucks delivering debris, maintains records, confirms address/codes, accurately enters information into required databases, communicates with management and other site personnel to de-escalate issues, and documents any issues and statuses following project requirements and instructions.	<ul style="list-style-type: none"> • Disaster Debris Monitoring • Supervision of Field Operations • Truck Certification
George Economos	Mr. Economos has more than 11 years of experience, 6 of which have been in disaster recovery services. Throughout his time working on debris projects, he has served in roles such as air monitoring, division supervision, logistics, and	<ul style="list-style-type: none"> • Hazardous Tree Removal • Air Monitoring

Debris Monitor Supervisor	task force leadership. Mr. Economos has worked on a wide variety of disasters including wildfires, severe weather, and train derailment. Mr. Economos directly assisted the City of Austin as well as Williamson County in response to the severe winter weather of 2023.	<ul style="list-style-type: none"> • OSHA and HAZMAT Safety Standards
<p>Previous Experience with Williamson County</p> <p>Nick Dragon</p>	<p>Mr. Dragon has over 13 years of experience on over 8 disasters in environmental remediation, cleanup, and debris removal monitoring. Mr. Dragon has responded to several major hurricanes (Hurricanes Laura, Florence, Irma, Harvey, and Ike), and California Camp Fire for clients involving over 250,000 CYs of debris, including: Virginia Department of Transportation; Calcasieu Parish, LA; Harris County, TX; City of Houston, TX on 2 projects and Miami-Dade County, FL. He has experience verifying eligibility and compliance; overseeing collection and disposal operations, and coordinating directly with debris contractors, data managers, and project managers to facilitate the success of fast-moving debris operations projects. Projects have included some of the nation's largest debris monitoring projects in recent history including serving as project manager for Calcasieu Parish, Louisiana's Hurricane Laura response, which accounted for nearly 7 million cubic yards of debris. He also served as project manager assisting the City of Beaufort, NC following Hurricane Florence. In addition to debris management experience, Mr. Dragon has over eight years of experience overseeing emergency commercial and residential emergency water and fire damage remediation work.</p>	<ul style="list-style-type: none"> • Field Operations and Oversight • QA/QC • Environmental Remediation • Debris Monitoring • Project Management • Scheduling and Dispatch • Truck Certification • Automated Debris Management System (ADMS) • Environmental Cleanup
<p>Previous Experience with Williamson County</p> <p>Ricardo Bosques</p>	<p>Alternate Contact Information: nicky.dragon@tetrattech.com</p> <p>Mr. Bosques is a data and automated debris management system (ADMS) technology specialist for Tetra Tech, where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. Mr. Bosques is responsible for the implementation of Tetra Tech's <i>RecoveryTrac</i>™ ADMS technology as well as oversight and management of field data managers and invoice analysts. He supports the implementation of ADMS in the field, as well as establishing quality assurance and project reporting standards for disaster debris monitoring operations. Mr. Bosques has focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.</p>	<ul style="list-style-type: none"> • Disaster Debris Management • Data Collection, Utilization, and Validation • Data Management • Report designs • Reimbursement Policies and Procedures • Public Relations • Invoice Reconciliation
<p>Casey Ogden</p>	<p>Mr. Casey Ogden has more than 20 years of experience in Geographic Information Systems (GIS), with experience with the ESRI suite of products. He holds a Master's degree from the Florida State University with a Certificate of Emergency Management, as well as, a Bachelor's Degree from Louisiana State University in the field of Geography. As the geospatial applications manager, Mr. Ogden manages</p>	<ul style="list-style-type: none"> • GIS Programming • ESRI Enterprise Geodatabase and Services • GNSS Survey Grade Data Collection

a team of five GIS personnel and is responsible for developing GIS applications that are efficient, accurate, and cutting edge.

- ArcGIS Pro / ArcMap Operation and Support
- ArcGIS Server and AGOL Administration
- Accounting
- Fixed Assets
- Oracle
- Peoplesoft

Geoff Reinhart
Billing/Invoice Analyst

Mr. Geoff Reinhart is an experienced CPA with both public and private sector experience. As a billing and invoice analyst at Tetra Tech, Mr. Reinhart is responsible for reconciling contractor invoices and performing quality control on data to ensure that all FEMA guidelines for debris removal monitoring are successfully fulfilled.

Previous Experience with Williamson County

Most recently, Mr. Reinhart has been providing billing and invoicing analysis services to all Tetra Tech’s projects related to Hurricane Ian. Following the disaster, Tetra Tech was activated by more than 40 clients. Mr. Reinhart has been performing cost/budget and margin analyses and reviewing invoices and accruals.

Macy Moore
Project Coordinator

Ms. Macy Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Ms. Moore is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently.

- Project Coordination
- Project Setup
- Staff Training
- Organization
- QA/QC
- Scheduling and Dispatch
- Adherence to State Labor Laws

Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:



This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

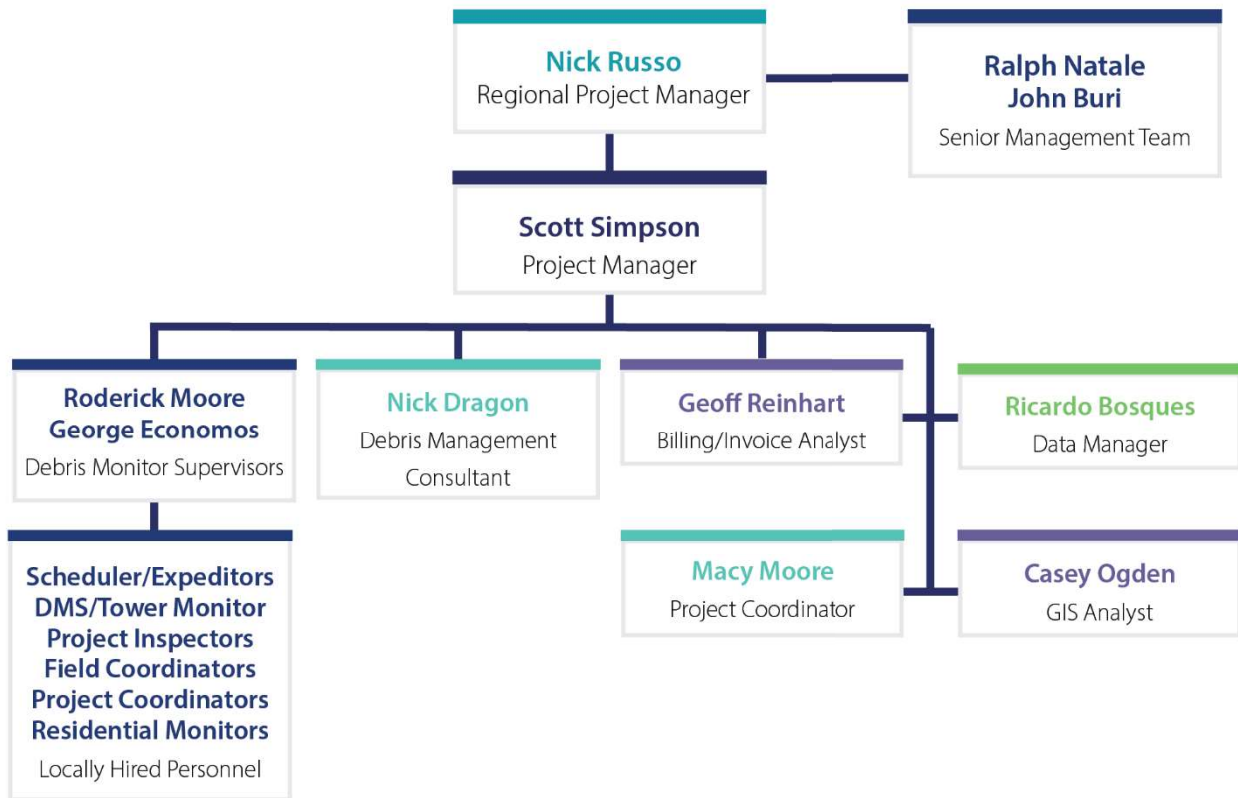
While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech’s vast network of disaster recovery professionals, including full-time employees and local hires.

Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech’s project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **Resumés have been included at the end of this section.**

Tetra Tech Key Staff
Organizational Chart

Williamson County, TX



Incident Command Structure

Tetra Tech’s emergency management professionals, many of whom are certified ICS instructors, provide guidance to our disaster recovery staff on how to effectively organize and respond to disasters. Our debris project managers have spent many hours in emergency operations centers across the country and understand how ICS works at the local and state level. Our debris project managers know how to apply IC-100, 200, 700, and 800 training in the field.

We understand the value ICS has in organizing for disasters, so we strive to implement these principles into our business processes. Per ICS, during disaster response operations, our structure includes an incident commander and section chiefs for operations, logistics, action planning, and finance and administration. We establish twice daily calls using Microsoft Teams with the incident command team and section chiefs to establish our incident action plan, identify resources needs, and plan for any deficiencies. We have a dedicated health and safety officer who oversees the operation and coordinates with health and safety personnel at each project location.

Staffing Numbers

Tetra Tech will comply with the County’s staffing requirements and coordinate with the County and the debris removal contractor’s project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris removal contractor release the next day’s schedule by 5 p.m. so that our project manager can dispatch the appropriate number of field monitors.

Staff Résumés

Resumes for our proposed staff can be found attached to the end of this section.

Roles and Responsibilities

The following pages provide a brief overview of the responsibilities for key positions in our project structure. [Detailed information about the staff selected for these positions can be found in the resumes at the end of this section.](#)

Project Management and Advisory

- **Project Manager.** Our project manager, Scott Simpson, will be responsible for managing and supervising debris monitoring services as tasked by the County. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance. The project manager will serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities.
- **Debris Management Consultant.** Nick Dragon will be responsible for managing the interactions with the County during times of normalcy, including any pre-season meetings and trainings. Mr. Dragon will also serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities.
- **Debris Monitor Supervisor.** During debris removal operations, our debris monitor supervisors, Roderick Moore and George Economos, are responsible for the quality control of supervising monitors, debris site/tower monitors, field coordinators, and project inspectors and verifying that documentation that is being captured is FEMA-compliant. He will verify that monitors retain their training and will respond to issues as they occur in the field.
- **Project Coordinator.** Macy Moore will be responsible for managing all staffing-related issues, such as daily staffing levels, time and expense reporting, obtaining field supplies, scheduling, and other coordination duties.

Quality Assurance and Training

- **Billing/Invoice Analyst.** Geoff Reinhart will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the quantities and types of debris collected and will provide QA/QC processes for the review and verification of field and debris contractor-provided data in support of invoices.
- **GIS Analyst.** GIS analysts, such as Casey Ogden, are responsible for managing customized GIS applications within *RecoveryTrac*™ ADMS and manipulating data to achieve the County's programmatic goals. GIS analysts compile and integrate cartographic data, as well as providing necessary support to integrate collected data into geospatial reports.
- **Data Managers.** Tetra Tech data managers, including Ricardo Bosques, are responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all ADMS documentation in the field along with storing the documentation in preparation for future audits. Data managers will validate documentation and metrics being reported as accurate and on-schedule.

Field Operations

- **Supervising Monitors.** Supervising monitors are the bridge between our field operations and project management functions. Supervising monitors are tasked with the management of locally hired staff and field monitors, project timeline, and current tasking.
- **Loading Site Monitors.** Loading site monitors will use *RecoveryTrac*™ to track and record the metrics used to manage the project and document debris being collected from roadways. Monitors will also use *RecoveryTrac*™

to document missed piles, ineligible piles, homeowner interaction, safety concerns, contractor equipment, contractor damages, and more.

- **Debris Management Site Monitors.** Debris site/tower monitors are responsible for tracking and documenting debris as it enters a DMS or final disposal site using *RecoveryTrac*™. They will be making volumetric load calls using the methodology provided in our proposal. Debris site/tower monitors will also be required to keep backup logs and assist in truck certification as needed.
- **Roving Monitors.** Roving monitors are responsible for verifying that only eligible debris is being removed from eligible property within assigned debris pick-up zones. In addition, roving monitors support the hazardous tree documentation and removal processes throughout the three zones.

Mobilization Capabilities

Based on the workforce planning standards described in the County’s request for proposal (RFP) and our numerous experiences working with local governments following debris-generating events, the following matrix illustrates our workforce mobilization following activation by the County. **Tetra Tech is committed to providing adequate staff within 24 hours of activation.**

Many of our mobilization requirements are directly proportional to the debris haulers needs. For example, as the debris hauler “ramps-up” during the initial two weeks of operations, Tetra Tech will respond accordingly with additional staff, and as the debris hauler scales back operations during project closeout, the need for Tetra Tech staff will diminish.

Tetra Tech is committed to working with the City to understand these staffing changes and the impact on the total dollar amount of the project. As a component of the Tetra Tech Monitoring Plan, we will estimate total staffing needs on a week-by-week basis over the duration of the project.

Exhibit 4-2: Tetra Tech Mobilization Matrix

Title	Industry Standards	Debris Hauler Mobilization	Mobilization Requirements
Supervisors			
Project Manager	1 per project	N/A	1 full time employee (FTE)
Debris Management Consultant	1 per project	N/A	1 FTE
Operations Manager	1 per project	N/A	1 FTE
Mobilization Operations			
GIS Analyst	1 per project	N/A	1 FTE
Truck Certification	3 per project	150 dump bodies	3 FTE
Environmental Specialist	as needed	N/A	1 FTE
Collection Operations			
Project Coordinator	1:50 monitors	N/A	1 FTE
Field Supervisors	1:10 monitors	N/A	3 FTE
Field Coordinator (Crew Monitors)	1/loading unit	30 loading units	30 FTE
Project Inspector (Citizen Drop-Off Monitors)	as needed	N/A (2 per each residential drop off site)	10 FTE
Disposal Operations			
Disposal Supervisor	1:5 Sites	N/A	1 FTE

Debris Site/Tower Monitors	2 per TDSRS location	2 TDSRS locations	4 FTE
Data Operations			
Billing/Invoice Analyst	1 per project	N/A	1 FTE
Automated Ticketing Specialist	1 per project	N/A	1 FTE

Project Management Oversight

Tetra Tech’s Time-Tested Approach to Debris Management

Tetra Tech’s project management principles include five critical pillars: transparency, resources, compliance, efficiency, and mitigation.

Transparency: Maintaining visibility of the project’s contractual scope, prioritization, schedule, budget, and cost areas.

Real-time data sharing creates a common operating platform and allows the County, its debris removal contractors, and our team to access the same accurate information, which markedly improves their ability to execute efficiently.

Resources: Ensuring availability and proper distribution of staff and equipment.

We have never failed to respond to a client, regardless of the size of the project. Our resources include the largest pool of qualified environmental and disaster recovery professionals in the nation.

We are committed to providing a consistent and coordinated project team to perform the scope of work upon activation. Our project team will dedicate themselves to the County’s needs throughout the year, not just during times of activation.

Compliance: Maximizing reimbursement funding as well as documenting and managing potential issues.

Tetra Tech’s *RecoveryTrac*™ ADMS enables consistency, efficiency, and compliance in the documentation process. Tetra Tech field teams strictly adhere to funding agency requirements with up-to-the-minute awareness of changes in legislation, in-process quality controls, and guidance from our leadership team. As a result, the County benefits from maximum potential for reimbursement.

Efficiency: Keeping pace with scheduled goals and milestones throughout project work.

We maintain the industry’s largest staff of disaster professionals to facilitate immediate mobilization. *RecoveryTrac*™ ADMS reports real-time data, and our QA/QC team checks documentation as work is being completed. The County will have real-time access to data and can geospatially visualize work activities, whether in our system or as an export to their own system. Throughout project execution, Tetra Tech project managers monitor and adhere to project timelines and milestones to ensure pace with the County’s expectations.

Mitigation: Identifying risks, managing the project risk matrix, and documenting risks encountered.

Tetra Tech provides a unique understanding of the various critical functions of debris monitoring (project management, environmental, logistics, data, grant management, etc.). This experience allows our team members to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.

General Response Timeline

Based on Tetra Tech’s understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County’s needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.



Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the County to review plans and documents	<ul style="list-style-type: none"> Conduct annual pre-event meeting with the County and debris contractor Review the County's disaster recovery contracts for FEMA compliance Update critical documents and files, including any GIS files Contact the County and initiate daily conference call
H-96	Review capabilities and resources	<ul style="list-style-type: none"> Determine resource requirements from debris model Review the County's emergency policies and contracts Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Incident Planning		
H-72	Execute responsibilities and activate contracts	<ul style="list-style-type: none"> Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure Review protocols for private property, gated communities, and public drop-off sites Review debris management site (DMS) locations and follow up with the State on permitting procedures Estimate equipment requirements and DMS capacity to haul and stage debris Prepare ADMS technology for mobilization Conduct regular meetings with County staff as requested Confirm staging location and begin mobilization of resources
H-48	Monitor storm track and continue preparations	<ul style="list-style-type: none"> Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) Review list of priority roads and the operational plan Obtain GIS files for municipalities that the County will assist with debris removal Continue to update and gather updates from the County's debris hauler Save all critical documents and files to the network drive, USB drive, and laptop hard drive
H-24	Prepare final reports	<ul style="list-style-type: none"> Certify emergency road clearance equipment (in coordination with the County's debris hauler) Determine emergency road clearance priorities
H-0 ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT		
Execution		
H +24	Emergency push	<ul style="list-style-type: none"> Receive notice to proceed with not to exceed Begin emergency push Maintain time and materials (T&M) logs for push equipment Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) Supervisors report to pre-designated locations and prep staff on project Begin establishing ADMS infrastructure Begin recruiting and training monitors, project coordinators, and data staff

Time	Task	Deliverables/Milestones
H +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> • Initiate opening of DMS locations • Follow up with State-level environmental regulations on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments • Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> • Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested • Assign monitors to trucks
H +96	Begin debris collection monitoring	<ul style="list-style-type: none"> • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement QA/QC procedures • Continue ROW collection • Address household hazardous waste (HHW) issues (if critical)
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> • Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by <i>RecoveryTrac™</i> ADMS • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	<ul style="list-style-type: none"> • Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	<ul style="list-style-type: none"> • Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> • Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project Closeout		
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> • Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

Debris Management Plan Development and Review

The goal of a disaster debris management plan (DDMP) is to better prepare state and local governments to respond to and recover from a debris-generating event. DDMPs help communities restore public services and streamline public health and safety efforts in the aftermath of a disaster by outlining the coordination and debris removal management operations and integrating with the overall emergency management plan. DDMPs also provide the organizational structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event and outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event, and demobilization and closeout following completion of debris removal efforts.

As a leading provider of emergency management services, Tetra Tech knows what it takes to respond effectively and initiate recovery activities almost simultaneously while maintaining transparency for the public and elected officials. Our active involvement in response and recovery efforts enables us to develop realistic plans that can be effectively implemented during a response. Tetra Tech offers the County support with the various phases of debris management planning, development, and review, including:

- Vulnerability assessment
- Identification of management team organizational structure
- Working with leadership and stakeholders to establish and define roles and responsibilities
- Development of pre-event, immediate threat, response, and recovery checklists
- Development of public information programs for the various stages of response and recovery
- Debris estimation
- Analysis and identification of TDSR sites
- Development and evaluation of debris removal and disposal contracts

EOC Staff Augmentation

Tetra Tech stands ready to serve as a force multiplier for Williamson County's staff in the event of an emergency, disaster, or preplanned special event by providing appropriate staff augmentation services as well as administrative support to the EOC. Tetra Tech's cadre of trained, credentialed, and experienced emergency management professionals have real-world experience in almost every EOC position from executive leadership to administrative support. Many of our team members have served on Incident Management Teams (IMT) or are former state and federal executive leaders who can provide proven expertise gained via real-world disaster response and recovery experience to serve in operational, advisory, liaison, and advocacy roles. All emergency management staff proposed to support SEOC operations have direct EOC management and operations experience.

Having served over 300 state and local government clients in response to over 90 declared presidential disasters, our staff has the experience to begin operations in multiple EOC roles on day 1 of this contract. Our work includes rapidly deploying professionals to support EOCs, logistic staging areas (LSA), FEMA's Joint Operations Centers (JOC), or Forward Operating Bases (FOB). During response operations, Tetra Tech fulfills command and general staff positions or direct support to the mission. We routinely support the following activities:

- Incident Action Plan (IAP) and Situation Report (SitRep) development
- Emergency and Recovery Support Function coordination
- Geographic Information System (GIS) Dashboard preparation
- Resource management and disaster logistics
- Preliminary damage assessment
- Finance/Administration Section support
- Joint information system/center support

Tetra Tech understands that running an EOC requires ample resources coupled with established relationships and an understanding of local, regional, and state nuances. Tetra Tech is prepared to be flexible in the support provided in an EOC environment. While Tetra Tech team members are fully capable of staffing executive leadership positions, we

understand that contractors are sometimes best used in roles supporting existing agency/department staff to help build internal capacity. The table on the following page provides examples of the types of assistance Tetra Tech could provide for each of the EOC positions/sections listed. This is not an exhaustive list.

The Tetra Tech Advantage

In an EOC environment, where teamwork and established relationships are critical, Tetra Tech can offer our clients a cadre of existing team members who have experience working together as a cohesive unit to support our clients. Additionally, we prioritize providing staff who already have established relationships with clients and their stakeholders in times of crisis to allow for maximum integration into the client's EOC structure and process.

Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

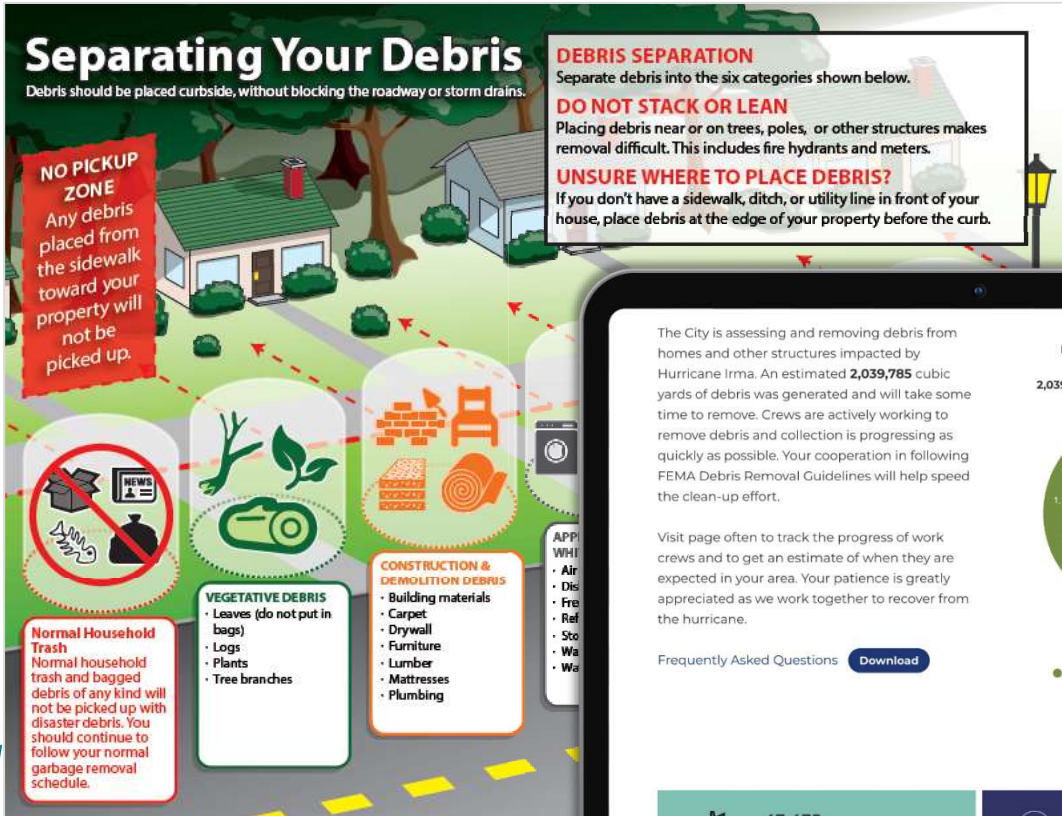
Call Center Operations

Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, Texas, following Hurricane Ike.

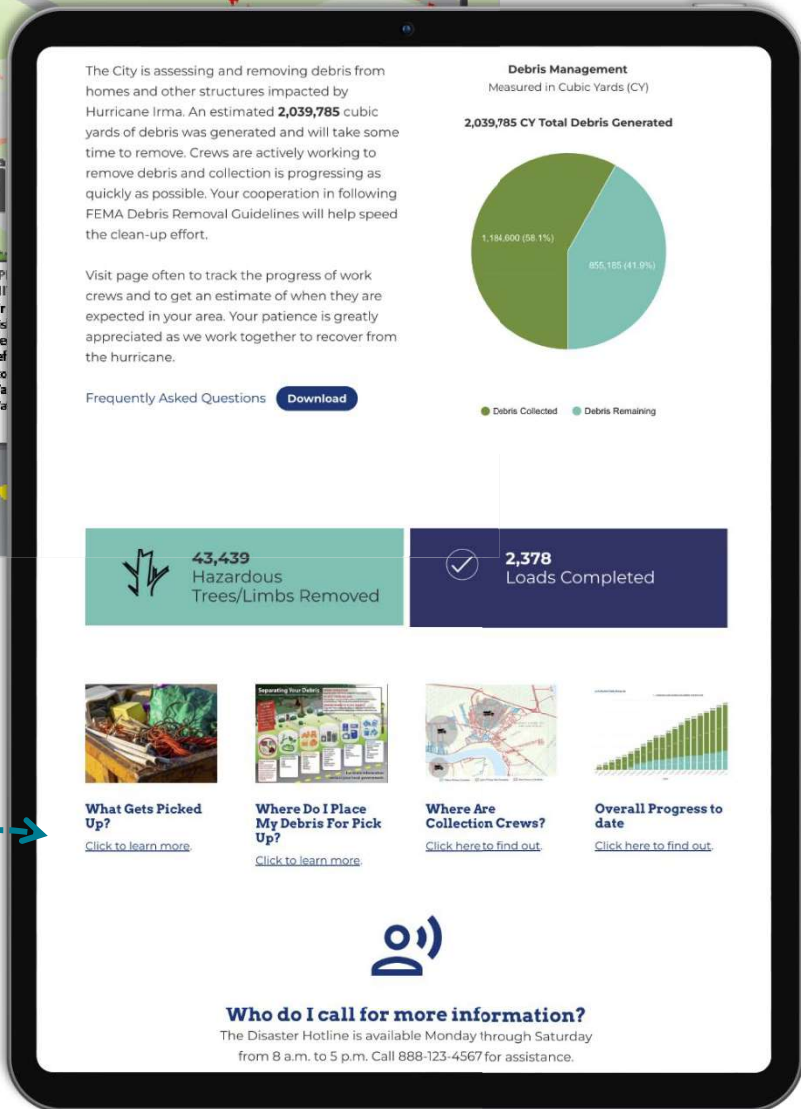


Public Information Campaigns



Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.

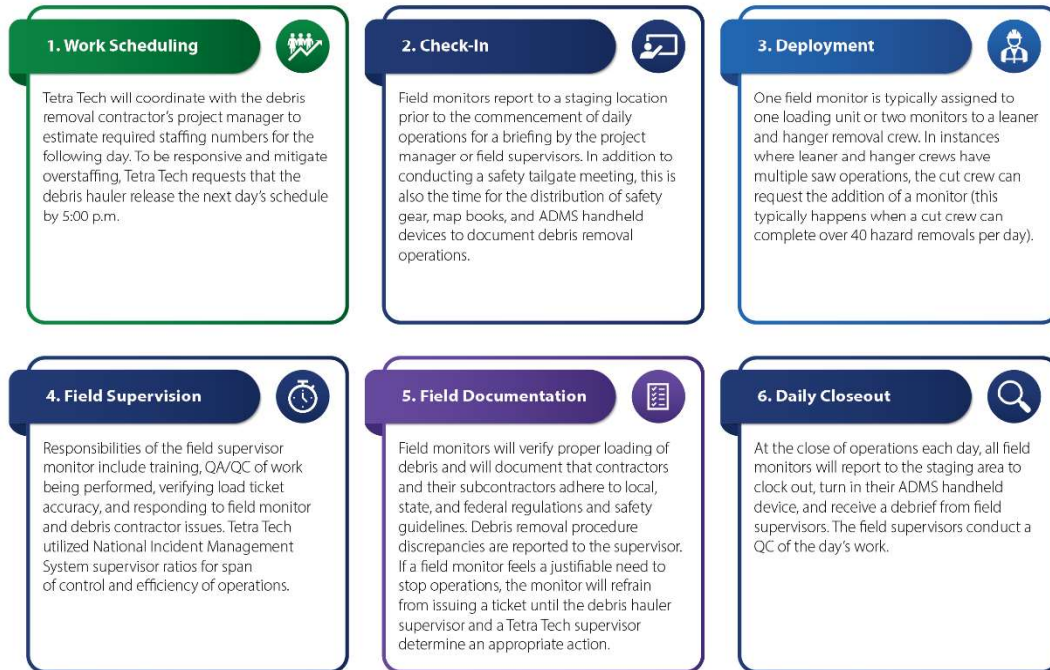


Field Collection Monitoring

Field Operations

The Tetra Tech debris monitoring program includes the following:

Tetra Tech Daily Field Operations



Potential Delay	Tetra Tech Strategy
Inability of a debris contractor to respond with sufficient equipment	Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
Leapfrogging by the contractor (cherry picking work being performed)	Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.
Delayed invoices by the contractor	Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the County if deadlines are not being met.
Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed	As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

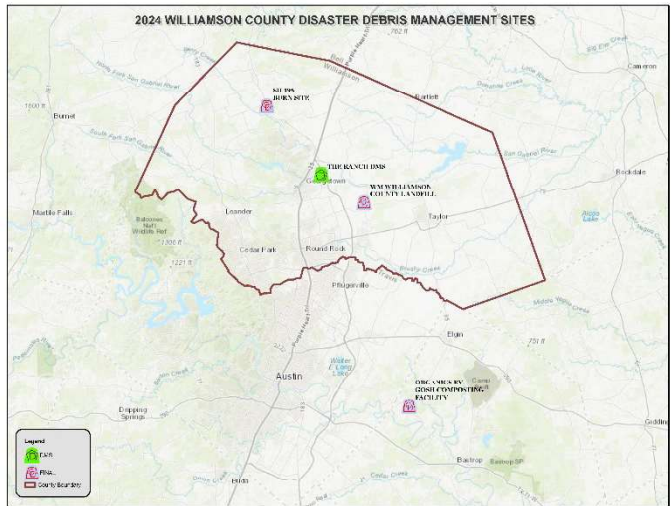
In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

Temporary Debris Storage and Reduction Site Monitors

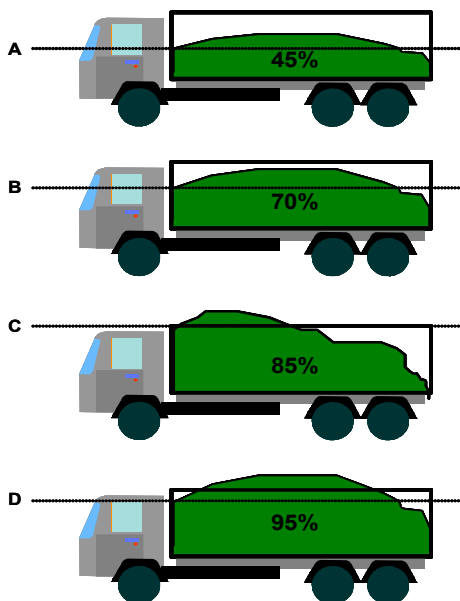
Debris Management Site Monitoring

As TDSR are activated, Tetra Tech will provide a minimum of two (2) disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the TDSR, analyze the drive time of the contractor, and verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech TDSR disposal monitors includes:

- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDSR frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.



Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Following the completion of work at the TDSR, the baseline soil testing is used to verify site remediation is complete.

Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the County must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the County in monitoring residential drop-off sites and verifying Williamson County residence before a resident unloads debris at the site.

Load Tickets

The load ticket is used to document debris removal. This ticket documents the material receiving facility name, date, time of disposal, quantity of debris received for disposal (volume or weight), crew leader name, manifest number, and scale ticket number.

If tasked by the County, Tetra Tech is able to provide a driver a secure barcode to pass along to the final disposal monitor when arriving at the final disposal destination. A scan of that ticket and verification of debris type that was listed leaving the site are equivalent to completion of the debris ticket and verification of that load for FEMA reimbursement.

Documentation Efforts

Throughout the duration of our project, various task areas such as technology, health and safety, and reporting are integrated seamlessly into Tetra Tech's workflow. Our daily efforts are supported by *RecoveryTrac*™ automated debris management system (ADMS) software and other technology that evolves continuously, requiring constant updates and adaptations to meet project needs. Similarly, health and safety protocols are consistently monitored and adjusted to ensure the well-being of all involved. Ongoing reporting entails regular documentation to track progress and address any emerging challenges, ensuring transparency and accountability at every stage of the project. These processes occur concurrently, reflecting the dynamic nature of our project environment.

Technology

In the realm of a response following a disaster, our effectiveness is intricately linked to the technological resources at our disposal. The quality and capabilities of our response are directly proportional to the advanced tools and systems we employ, enabling us to mitigate the aftermath of any disaster scenario swiftly and efficiently. For Tetra Tech, that technology is *RecoveryTrac*™ – the industry-leading software that powers our response activities.

RecoveryTrac™ Automated Debris Management System

Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac*™ ADMS is the result of these efforts. *RecoveryTrac*™ ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac*™ ADMS technology was validated by the U.S. Army Corps of Engineers (USACE) in 2015 and again in 2023. The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Ticket Image Export

Load Ticket

RecoveryTrac 6980321
Load Ticket

Ticket Information
Ticket Date/Time: 10/03/2022 10:17 AM
Applicant: [REDACTED]
Disaster: [REDACTED]
Contractor: [REDACTED]
Truck No: 821210
Capacity: 77.00
Driver: [REDACTED]

Collection
GPS(Lat,Lng): [REDACTED]
Address: [REDACTED]
Debris Type: CONSTRUCTION&DEMOLITION
Loading Date/Time: 10/03/2022 9:35 AM
Monitor Name (id): JUL

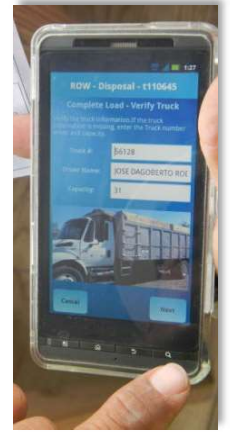
Disposal
Ticket Date/Time: 10/03/2022 10:17 AM
GPS(Lat,Lng): [REDACTED]
Disposal Site: [REDACTED]
Lead Call: 50%
Disposal Date/Time: 10/03/2022 10:17 AM
Scale Ticket No.: N/A
Weight(Tons): N/A
Monitor Name (id): [REDACTED]
Notes:
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Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**
- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.
- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.



Benefits of *RecoveryTrac™* ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

RecoveryTrac™ ADMS Key Facts

- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support the County's priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

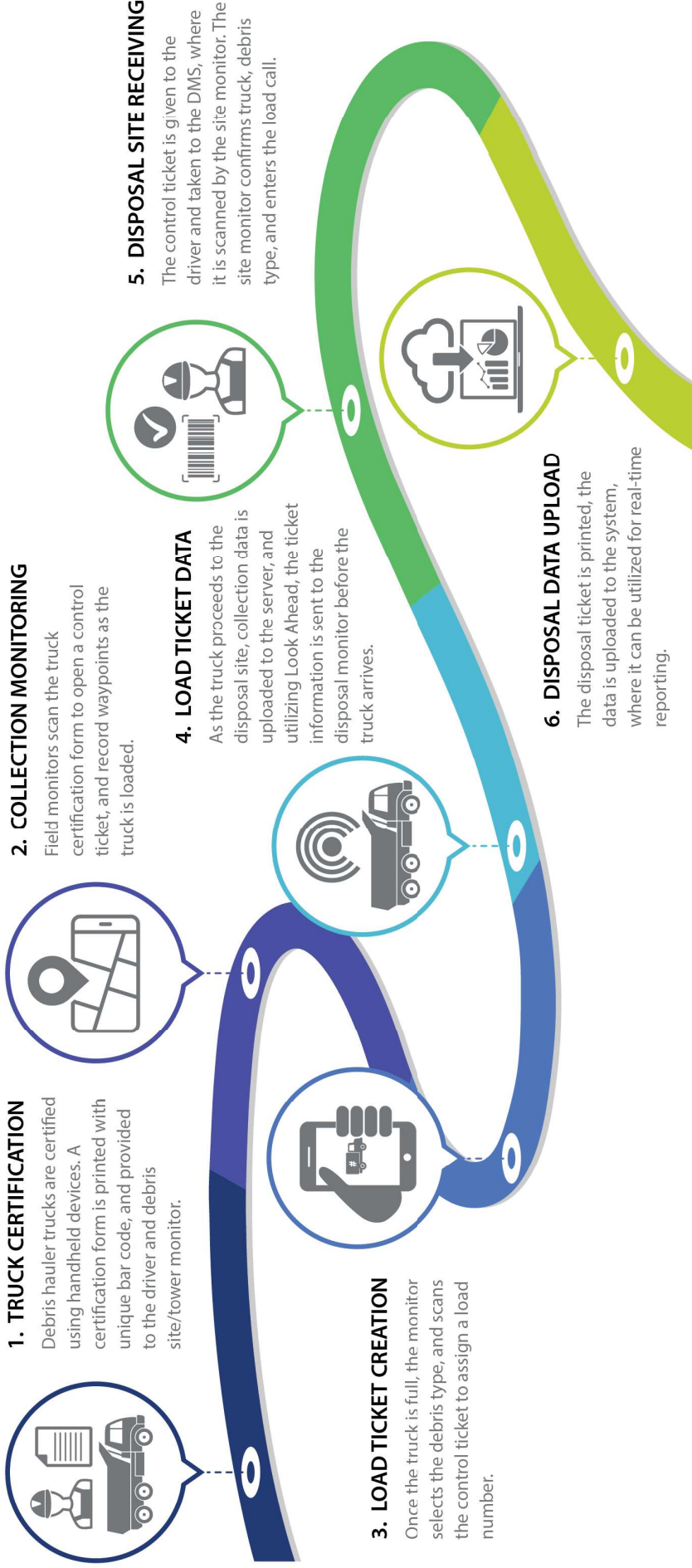
Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

The demo at the QR code to the right walks you through the new *RecoveryTrac™* mobile data collection tool called Flex. The demo highlights the Form Builder, Mobile Data Collection App, Completed Form Processing, and final Email Delivery. Another intuitive side of *RecoveryTrac™* suite, users can easily push the required forms out to end users in the field. Once the field worker completes the form, the form is automatically uploaded when Internet connection is available.



The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:



Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

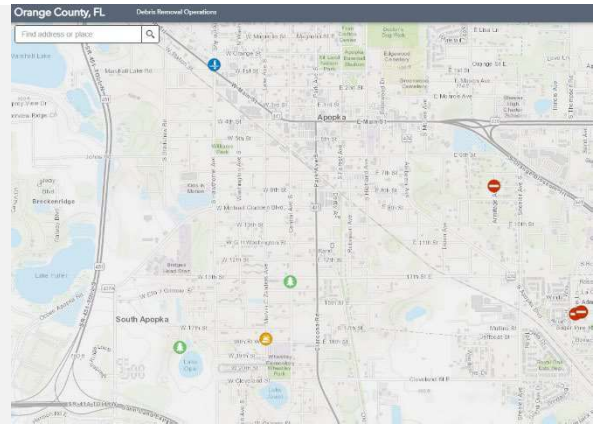
Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

Industry-standard ArcGIS Feature Services allows us to transmit *RecoveryTrac™* ADMS data as GIS layers by way of internet and serves as a foundational building block for client applications.

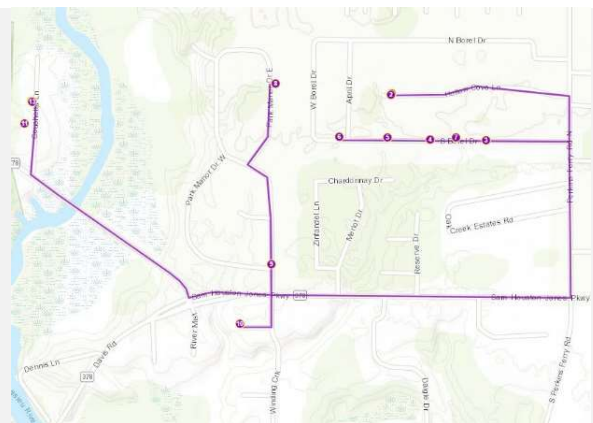
Services:

- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_MonitorLocations_v1](#) (MapServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (MapServer)
- [RT/RT2018_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectZoneData_v1](#) (MapServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (FeatureServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (MapServer)
- [RT/RT2020_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2020_ProjectZoneData_v1](#) (MapServer)

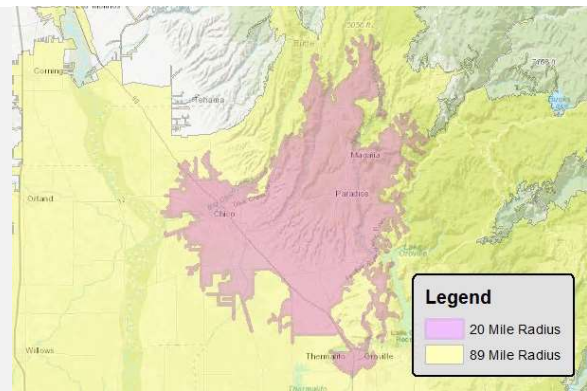
Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.



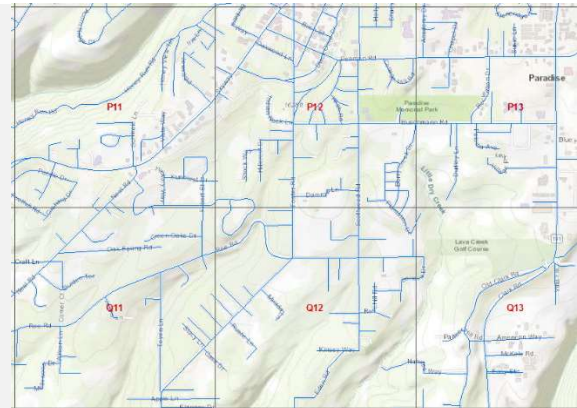
Work lists and **optimized routes** can be generated by the *RecoveryTrac™* system. As the routes are completed, the locations are marked complete.



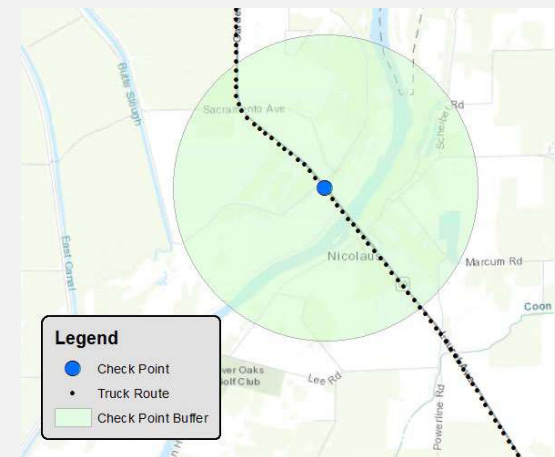
The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.



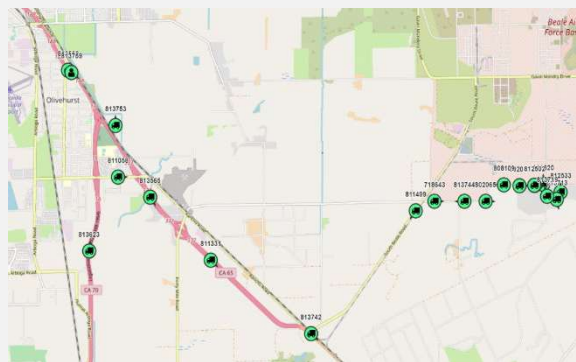
The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps. Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



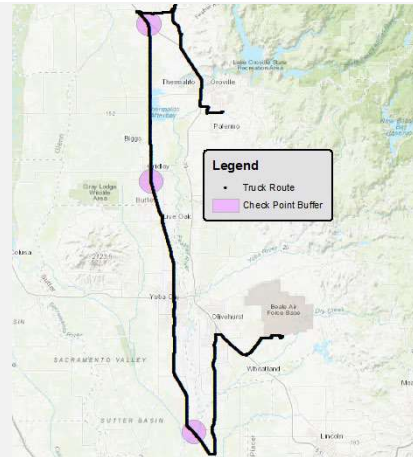
An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



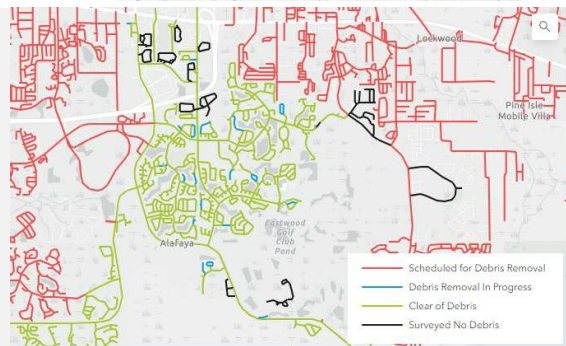
Fleet tracking is a powerful platform to manage mission resources, monitor and report on compliance. A key benefit of the *RecoveryTrac™* solution is the ability to start tracking simply and quickly without the need for expensive equipment installations, service contracts and other expenses of commercial tracking systems.



Fleet tracking data provides **complete route information**. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for the County's requests.



An automated method of assigning **road pass status** to roadways. When a pick-up location is logged into the system, spatial analysis is performed to determine which roadways have been visited and which ones have yet to be cleared of debris.



Road Surveys are performed to determine if there is any remaining debris along the roadways. The extent and exact location of the frame is extracted and shown on the map as the video plays from the starting point until end point.



Health and Safety

As part of our on-site operations, Tetra Tech puts the health and safety of our staff first. Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry Metrics for 2023 Health and Safety Performance

0.54

US Experience Modification Rate (EMR) - average industry workers' compensation claims

0.24

2023 Enterprise-Wide Total Recordable Injury Rate (TRIR)

0.08

2023 Enterprise-Wide Lost Workday Incident Rate (LWDIR)

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers are well-trained and have completed courses such as OSHA HAZWOPER 40-Hour course and several FEMA independent study certifications.



Commitment to Safety

As a company that is committed to providing and maintaining a healthy and safe work environment for our employees, Tetra Tech's Health & Safety program is designed to address the hazards associated with our business and prevent injury and illness in the workplace. Tetra Tech intends to meet its responsibilities for health and safety by committing to the following:

- Complying with applicable standards, laws, and regulations
- Designating personnel accountable for implementing health and safety programs
- Communicating health and safety programs and practices throughout the organization
- Mitigating potential risks through hazard identification and assessment, employee training, and safe work practices
- Allocating sufficient resources to the program
- Implementing enforcement and accountability measures
- Establishing health and safety performance standards
- Management is responsible for ensuring that Tetra Tech workplaces are safe and that risks, hazards, and safety violations brought to their attention are investigated and promptly corrected.

Tetra Tech employees are responsible for complying with Tetra Tech's health and safety policy, programs and standards, and conducting their work safely and without detriment to themselves, other employees, or property. Compliance with health and safety program requirements are mandatory.

Reporting

Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac*™ ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below is a sample of this report created for a recent project. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Data Management/Invoice Reconciliation

The *RecoveryTrac*™ system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac*™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

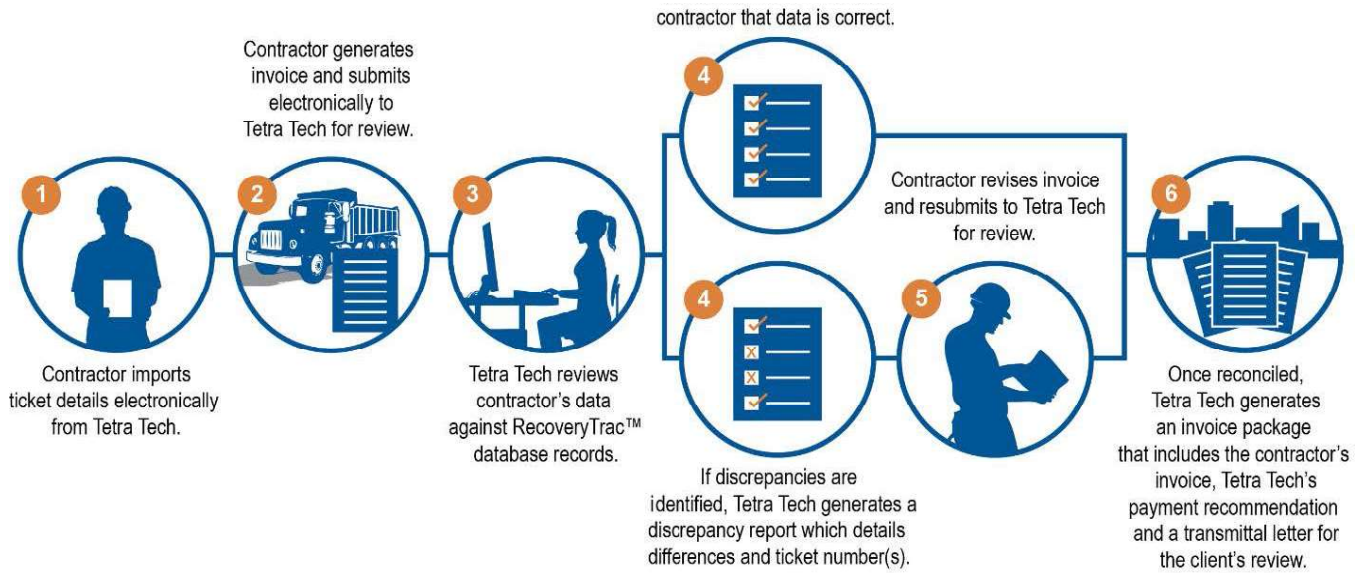
If *RecoveryTrac*™ ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

Whether using *RecoveryTrac*™ ADMS or paper logs, Tetra Tech will use our *RecoveryTrac*™ database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Payment Recommendation Report

Thursday, December 8, 2022

Invoice Cover Information

Applicant: CHARLOTTE COUNTY
 Contractor: ASHBRIIT
 Disaster: FL - HURRICANE IAN
 Invoiced Date Range: FROM 10/04/2022 TO 10/29/2022

Invoice Number: 2219-003A
 Date Of Invoice: 11/06/2022
 Gross Amount per Invoice: \$6,364,492.80
 Amount Held in Retainage: \$0.00
 Net Amount Invoiced for Payment: \$6,364,492.80

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
51A	C&D DEBRIS REMOVAL FROM ROW TO TDSRS	24,514.45	\$8.00	\$196,115.60
50A	VEG DEBRIS REMOVAL FROM ROW TO TDSRS	771,047.15	\$8.00	\$6,168,377.20
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):				\$6,364,492.80
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):				\$0.00

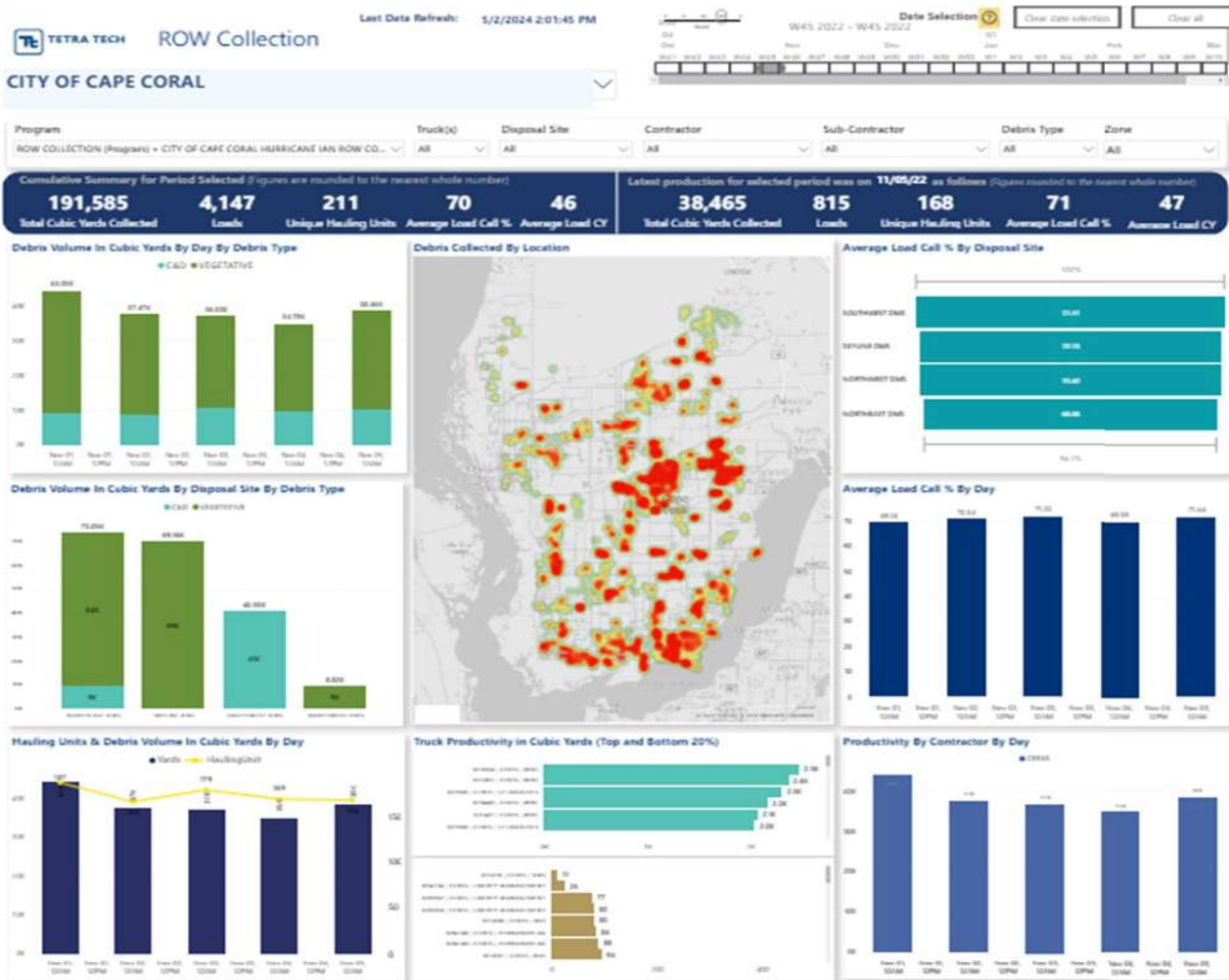
100% Payable Transactions:

Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
8884001-1	47.45	\$8.00	\$379.60	8884001	10/04/2022	47.45	\$8.00	\$379.60	\$0.00	Verified and Approved
8884002-1	53.25	\$8.00	\$426.00	8884002	10/04/2022	53.25	\$8.00	\$426.00	\$0.00	Verified and Approved
8884331-1	40.70	\$8.00	\$325.60	8884331	10/05/2022	40.70	\$8.00	\$325.60	\$0.00	Verified and Approved
8884332-1	29.20	\$8.00	\$233.60	8884332	10/05/2022	29.20	\$8.00	\$233.60	\$0.00	Verified and Approved
8884341-1	11.10	\$8.00	\$88.80	8884341	10/05/2022	11.10	\$8.00	\$88.80	\$0.00	Verified and Approved

\$6,660,555

\$6,660,555

Daily Report Sample



© 2003-2021 by Tetra Tech Inc. All figures pending final reconciliation.

Version: 2023.07.04.00

Other Related Services

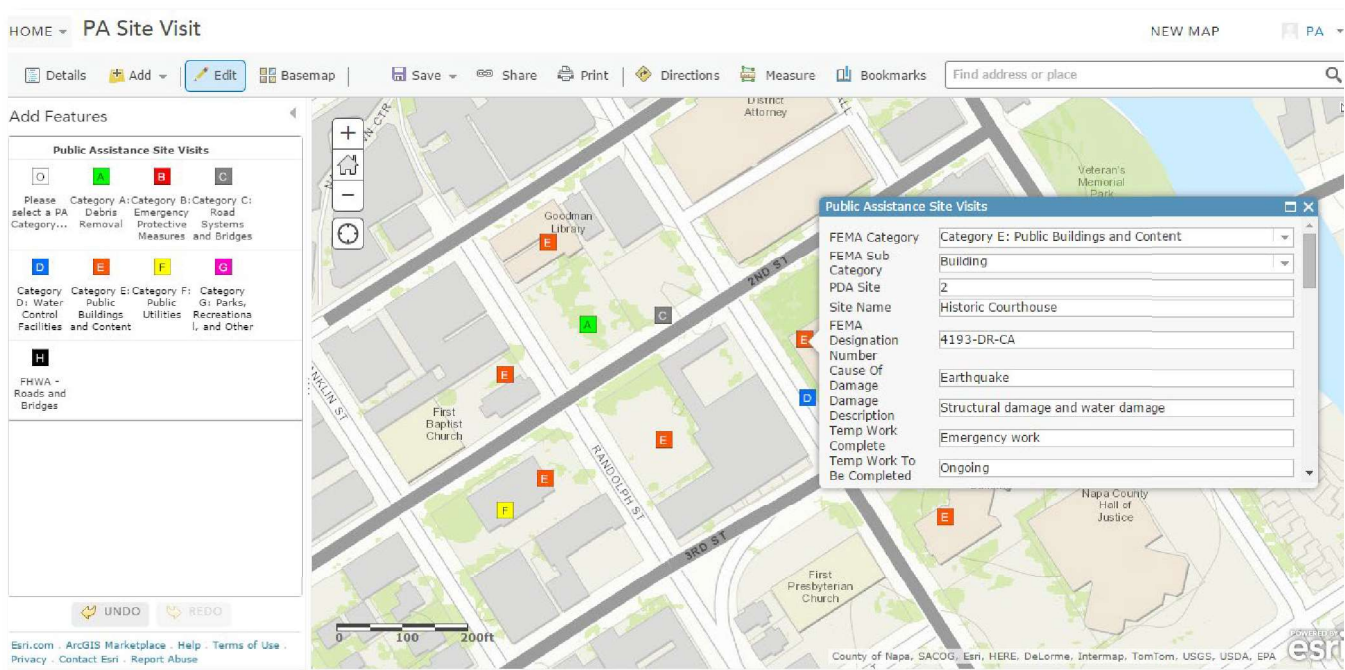
In the aftermath of a natural disaster or other event, swift action is imperative, with the first few days playing a pivotal role in the response. Upon receiving the Notice to Proceed, Tetra Tech's staff will swiftly deploy to the affected County. Their primary objective will be to set up the debris monitoring operations for success by rapidly mobilizing and training a local team, conducting damage assessments, securing the necessary permits, and more to aid in the recovery process.

Damage Assessment (Debris Estimation)

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech's *RecoveryTrac*™ ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

Damage Assessment Report



Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.

- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both Williamson County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac*™ ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac*™ survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac*™ database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

Debris Management Site Permitting

Once the activation has started, we work with the County to ensure we have the proper permits in place. We can assist the County in reaching out to environmental agencies to ask them to validate the pre-approval, as well as ensure a historical review is conducted. Once permits are issued, the hauling contractor can begin setting up the debris monitoring sites. We will work in conjunction with the haulers to ensure that our own operations are ready to go.

Staff Training and Exercises

Tetra Tech will schedule annual training with County staff. The purpose of the training will be to ensure that Tetra Tech and the County are operating on a common operational platform and that the County is well prepared for the upcoming season. We will explain the documentation requirements of the FEMA Public Assistance Program and review the County's permitted debris management sites for appropriate use and capacity. In planning for each year's training, Tetra Tech and County staff will work out an agenda to include any pertinent topics that the County feels should be addressed.

Aerial Photography

Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team's utilization of Unmanned Aircraft Systems (UAS or more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at TDSR locations.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.



Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients' goals and objectives. Tetra Tech's geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

Training

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management.**

Some of these include:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- ICS 300: Intermediate ICS for Expanding Incidents
- Intermediate Workzone Traffic Control (TxDOT)

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. In addition, our environmental health and safety training program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment. Our field teams attend daily safety sessions with field employees to discuss potential hazards and review safe work practices.

Identification of Personnel

Tetra Tech's field personnel will be properly identified while onsite. Identification measures will include safety vests, vehicle placards, company logos, and any additional identification requested by the County.

Equipment and Materials

Tetra Tech will meet the County’s requirements for materials, equipment, supplies, labor, and any additional services necessary to provide the County with its requested services.

Equipment

Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. *Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars’ worth of equipment to multiple clients in a matter of days and on very short notice.* The Exhibit lists available equipment and facilities readily available upon activation.

Resource List

Resource	Quantity Available
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	35,000
ADMS Ticket Stubs	1,800,000
Haul Out Ticket Stubs	300,000
Placards	5,500
Kits	
Project Manager Kits (1 Per 100 Monitors)	100
Project Coordinator Kits (1 Per 100 Monitors)	100
Human Resources Kits (1 Per 100 Monitors)	60
Collection Monitor Kits (1 Per 25 Monitors)	225
Disposal Monitor Kits (1 Kit Per Disposal Site)	165
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	140
Equipment**	
Laptops	700
Mifi (Mobile Wiireless)	90
High Speed Scanners	70
Printers	145
Mobile Command Office	2
Fuel Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor

Resource	Quantity Available
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to provide more resources*

*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

BID FORM

The following list of labor rates are to be fully burdened and all inclusive of all taxes, benefits, fringe benefits and profits, insurance, hand tools, supervision, fuel, and any other incidental costas in hourly labor rates

ITEM	DESCRIPTION		Unit	Unit Price
1	Project Manager		per hour	\$72.00
2	Debris Monitor Supervisor		per hour	\$45.00
3	Loading Site Monitor		per hour	\$34.00
4	Debris Management Site Monitor		per hour	\$34.00
5	Roving Debris Monitor		per hour	\$5.00
6	Debris Management Consultant		per hour	\$5.00
7	Clerical/Administrative Support		per hour	\$33.00
Total				\$228.00

In the event a rate increase adjustment is agreed to by the County, rates for the subsequent years after the first term of the agreement and any extension term years shall be subject to an annual adjustment on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES
(Required FEMA Contract Provisions)**

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS (“County”). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. TERMINATION

- a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- b. *Termination for Convenience:* The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the

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

SECTION II. EQUAL EMPLOYMENT OPPORTUNITY

- a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.
 - i. Construction Work. The regulation at 41 C.F.R. §60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- b. During the performance of this Contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION III. DAVIS-BACON ACT (*Applicable for Construction Contracts over \$2,000*)

- a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

SECTION IV. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contracts over \$2,000*)

- a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.
- d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.
- e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
(Applicable to Contracts over \$150,000)

- a. Clean Air Act:
 - i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
 - ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
- b. Federal Water Pollution Act:
- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*
 - ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.
 - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION VII. DEBARMENT AND SUSPENSION (*Applicable to Contracts over \$25,000*)

- a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (*Applicable to Contracts over \$100,000*)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier

up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (*Applicable to Contracts over \$10,000 and involves use of certain materials designated by EPA*)

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- b. Prohibitions:
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:
 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

- i. This clause does not prohibit contractors from providing:
 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

- i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall

report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:
 1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of the clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe;

aggregates such as concrete; glass, including optical fiber; and lumber.

Contract:

Name of Contract: Countywide Disaster Related Debris Monitoring Services

Effective Date of Contract: TBD _____, 20____

Williamson County Solicitation (if applicable):

RFP #24RFP36 Countywide Disaster Related Debris Monitoring Services

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

WILLIAMSON COUNTY:

Authorized Signature


Printed Name

Date: _____, 20____

CONTRACTOR:

Tetra Tech, Inc.

Name of Contractor



Authorized Signature

Jonathan Burgiel

Printed Name

Date: May _____ 2, 20 24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Tetra Tech, Inc.
Houston, TX United States

Certificate Number:
2024-1152839

Date Filed:
04/26/2024

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

Date Acknowledged:

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.

RFP #24RFP36
Countywide Disaster Related Debris Monitoring Services

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Jonathan Burgiel, and my date of birth is [REDACTED].

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

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

Executed in Orange County, State of Florida, on the 29th day of April, 2024 (month) (year)



Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Tetra Tech, Inc.
 Houston, TX United States

Certificate Number:
 2024-1152839

Date Filed:
 04/26/2024

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

Date Acknowledged:
 06/04/2024

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.
 RFP #24RFP36
 Countywide Disaster Related Debris Monitoring Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(street) (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

32.

Meeting Date: 06/11/2024

Award of RFP # 24RFP46 HVAC Air Filter Maintenance Services for Williamson County, Texas, to Tex-Air Filters for Facilities Management

Submitted For: Joy Simonton

Submitted By: Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #24RFP46 for the HVAC Air Filter Maintenance Services for Williamson County, Texas, to Tex-Air Filters and authorizing execution of the agreement.

Background

Williamson County sent out over two thousand, one hundred and twenty (2,120) notifications and had fifty-three (53) document takers with two (2) firms submitting a response. The vendors were evaluated, and the Evaluation Committee recommends that the County award Tex-Air Filters the HVAC Air Filter Maintenance Services for Williamson County, Texas, contract under RFP # 24RFP46. The solicitation documents and vendor’s response will serve as the contract documents per General Counsel's advice. The initial contract term shall be for a period beginning on the date of award and shall expire on or before September 30, 2026. Funding source is 01.0100.0509.004500 and 01.0100.0509.004510 with a total budget of \$550,000.00. The point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

- Letter of Recommendation
- Scoring Matrix
- Form 1295 - Tex-Air Filters

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/06/2024 09:13 AM
County Judge Exec Asst.	Becky Pruitt	06/06/2024 09:42 AM
Form Started By: Stacian Williams		Started On: 05/21/2024 02:30 PM
Final Approval Date: 06/06/2024		



Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Date: May 8, 2024

To: Williamson County Purchasing Department

Re: 24RFP46 – HVAC Air Filter Maintenance Services Solicitation Recommendations

The recommendation from the RFP Evaluation Committee is to award the HVAC Air Filter Maintenance Services for Williamson County contract to Tex-Air Filters. This evaluation is based on all items outlined in the evaluation criteria in 24RFP46. Proposal pricing is within budget for these services.

Air Relief Technologies, DBA Tex-Air Filters, headquartered in Ft. Worth, Texas, has been in business for 48 years. The facility responsible for servicing the contract is in Austin, Texas, although they have sales offices in Dallas, San Antonio, and Houston as well. They have provided the type of services outlined in the RFP for 25 years, installing over 90,000 filters a month for various commercial customers. The company manufactures their own quality filters that are provided in these services. There are 12 Certified Air Filtration Specialist (CAFS) and 5 NAFA Certified Technicians (NCT) on staff. Tex-Air has worked with various governmental entities and ISDs and there are few filtration situations they have not seen.

Williamson County Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to Tex-Air Filters based on the committee's recommendation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dale Butler', is written over a horizontal line.

Dale Butler
Senior Director
Williamson County Facilities Management

Williamson County 24RFP46 - Filter Maintenance

Evaluation Date 5/1/2024 @ 2:30 pm

Evaluation Criteria	Max Points	M5 Contracting LLC	Tex-Air Filters
Company Information	5	5	5
Relevant Experience & Qualifications	30	15	30
Proposed Methodology	20	0	0
Quality & Safety	5	0	0
Compensation & Fees	40	12	40
Subcontractors	P/F	P	P
References	P/F	P	P
Bid Bond	P/F	F	P
Total	100	32	75

Evaluators



Non Voting



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Williamson County
Georgetown, TX United States

Certificate Number:
2024-1166094

Date Filed:
05/24/2024

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

Date Acknowledged:

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.
24RFP46
HVAC Air Filter Maintenance Services for Williamson County, Texas.

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 Patrick Rosenthal, and my date of birth is ██████████.

My address is ██████████, Austin, TX, 78758, USA.
(street) (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 31 day of May, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1166094

Date Filed:
05/24/2024

Date Acknowledged:
05/31/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Williamson County
Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24RFP46
HVAC Air Filter Maintenance Services for Williamson County, Texas.

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 _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

33.

Meeting Date: 06/11/2024

Historic Courthouse Exterior Painting - Change Order #1

Submitted For: Dale Butler

Submitted By: Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from J.T. Vaughn Construction Co. for the Historic Courthouse - Exterior Painting Project in the amount of \$13,327.00, which was approved by Williamson County Facilities County Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is to compensate the contractor for additional services. Williamson County Facilities County Architect, Trenton Jacobs was delegated change order approval authority for this project on March 22, 2022 by the Commissioners Court pursuant to Williamson County Facilities 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.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Historic Courthouse - Exterior Painting CO1

Form Review

Inbox

Hal Hawes
 Facilities Management (Originator)
 Hal Hawes
 County Judge Exec Asst.
 Form Started By: Christy Matoska
 Final Approval Date: 06/06/2024

Reviewed By

Hal Hawes
 Christy Matoska
 Hal Hawes
 Becky Pruitt

Date

06/06/2024 08:10 AM
 06/06/2024 08:56 AM
 06/06/2024 09:06 AM
 06/06/2024 10:43 AM
 Started On: 06/05/2024 09:26 AM



CHANGE ORDER Historic Courthouse Exterior Painting

CHANGE ORDER NO: #01

NTP Date: 02/26/24

DATE OF ISSUANCE: 3/26/24

Contractor: J.T. Vaughn Construction

Architect/ Engineer: Trenton Jacobs

EXPLANATION:

- 1. Additional painting requested by Williamson County

CONTRACT CHANGE:

- 1. Increase in Contract Sum/No change in substantial completion date

Original Contract Amount	\$ 177,989.70
Net change by previously submitted Change Orders	\$ 0.00
Contract sum prior to this Change Order was	\$ 177,989.70
Contract Sum be increased by this Change Order in the amount of	\$ 13,327.00
The new Contract Sum including this Change Order will be	\$ 191,316.70

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 7 %

The Contract Time will be changed by 10 days
The date of Substantial Completion as of the date of this Change Order 5/11/24

RECOMMENDED BY:

Danny Thompson, CEO
Contractor's Printed Name

[Signature]
Signature

4/4/2024
Date

REVIEWED BY:

Trenton H. Jacobs
Architect/ Engineer Name

[Signature]
Signature

4/4/24
Date

ACCEPTED BY:

Dale Butler
Owner's Representative

[Signature]
Signature

4/4/24
Date

Commissioners Court - Regular Session

34.

Meeting Date: 06/11/2024

Park Donations BA Rev 06-11-24

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Background

This is for donation collections for January 01, 2024 through March 31, 2024. Donations include \$441.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$441.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:43 AM

Started On: 06/05/2024 03:44 PM

Commissioners Court - Regular Session

35.

Meeting Date: 06/11/2024

Park Donations BA Exp 06-11-24

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Background

This is for donation collections for January 01, 2024 through March 31, 2024. Donations include \$441.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$441.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:43 AM

Started On: 06/05/2024 03:50 PM

Commissioners Court - Regular Session

36.

Meeting Date: 06/11/2024

LIT for the Park's Department

Submitted By: Roxanne Salone, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Park's Department.

Background

Transfer of funds is necessary to fully fund construction of the parking lot paving project at the Southwest Williamson County Regional Park disc golf and trailhead parking area.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004509	Facility Enhancements	\$60,000.00
From	0100.0510.004510	Facility Repairs	\$20,000.00
From	0100.0510.004542	Grounds Maintenance	\$25,000.00
From	0100.0510.005711	Heavy Equipment >\$5,000	\$30,000.00
To	0100.0510.004514	Park Maint-Roads & Parking Lot	\$135,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Roxanne Salone

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:45 AM

Started On: 06/06/2024 09:36 AM

Commissioners Court - Regular Session

37.

Meeting Date: 06/11/2024

2019 Road Bond Transfer

Submitted By: Roxanne Salone, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring \$40,000 from P374 (Thrall Street) to P371 (East Wilco Highway Corridor E2) and move the remaining amount of \$20,344.80 from P374 (Thrall Street) to P372 (East Wilco Highway Corridor E3). Also to transfer \$2,000,000 from P399 (2019 Road Bond Non-Departmental) to P366 (CR 332 Realignment).

Background

Please see the attached memo for further details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2019 Road Bond Memo

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Roxanne Salone

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 09:43 AM

Started On: 06/06/2024 07:46 AM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



June 4, 2024

Re: 2019 Road Bond Budget Transfer and Project Close-Out

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move \$40,000.00 from P374 Thrall Street to P371 East Wilco Highway (Corridor E2);
- Close P374 Thrall Street and move remainder estimated at \$20,344.80 to P372 East Wilco Highway (Corridor E3);
- Move \$2,000,000.00 from P399 2019 Unallocated Interest to P366 CR 332 Realignment.

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink, appearing to read "Kate Wilder".

Kate Wilder, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen A. Eschberger, P.E.
Michael J. Weaver., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session

38.

Meeting Date: 06/11/2024

LTP Transfer

Submitted By: Roxanne Salone, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring \$145,000 from P457 (LTP ROW) to P600 (Chandler Corridor Segment 2).

Background

Please see attached memo for more details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY24 LTP Memo

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Roxanne Salone

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 09:44 AM

Started On: 06/06/2024 08:32 AM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



June 4, 2024

Re: FY 2024 Transportation Corridor Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment for the Long-Term Planning Projects:

- Move \$145,000.00 from P457 LTP ROW to P600 Chandler Corridor Segment 2.

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink, appearing to read "Kate Wilder".

Kate Wilder, P.E.

Cc: Julie Kiley, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Christen A. Eschberger, P.E., HNTB
Michael J. Weaver, HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session

39.

Meeting Date: 06/11/2024

2021 Hail Storm Transfer

Submitted By: Roxanne Salone, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring \$24,649.54 from P592 (Blackland Hailstorm) and \$42,926.46 from P589 (Berry Springs Hailstorm) to P696 (SWRP Parking Lot Paving).

Background

Transfer of funds is necessary to create P696 (SWRP Parking Lot Paving) and to fully fund construction of the parking lot paving project at the Southwest Williamson County Park disc golf and trailhead parking area.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Roxanne Salone

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:44 AM

Started On: 06/06/2024 09:12 AM

Commissioners Court - Regular Session

40.

Meeting Date: 06/11/2024

CR 133 Development Agreement with Hutto 525 Development Partners – Pct 4

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with Hutto 525 Development Partners for improvements to CR 133.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 133 Development Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 11:58 AM

Started On: 06/06/2024 11:46 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
CR 133 ROAD IMPROVEMENTS**

This Development Agreement (this “Agreement”) is entered into as of the Effective Date (as defined below), by and between Williamson County, Texas, a political subdivision, (“County”) and Hutto 525 Development Partners, a Delaware limited partnership (“Owner”). The County and Owner are each sometimes individually referred to herein as a “Party” and they are sometimes collectively referred to herein as the “Parties”.

RECITALS

- A. Owner is developing land located adjacent to CR 133 south of FM 1660 in the extraterritorial jurisdiction (“ETJ”) of the city of Hutto in Williamson County, Texas (the “Land”).
- B. Owner desires to construct a residential community on the Land and, in connection therewith, is seeking the County’s support and assurances regarding the Owner’s ability to construct certain road improvements within the County’s portion of the CR 133 right-of-way.
- C. Owner and the County desire to enter into this Agreement to set forth the terms and conditions upon which Owner will construct the aforementioned road improvements.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and mutual agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals. The foregoing recitals are incorporated herein for all purposes.
- 2. Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:
 - a. “Effective Date” means the date on which this Agreement becomes signed by both Parties, as established by reference to the latest of the dates set forth in the acknowledgments of the Parties, below.
 - b. “Project” means the Flora development, a residential community consisting of approximately 2,700 units,

c. “Property” means the Land, together with all minerals, improvements and personal property located in, on, under or at the Land, whether such minerals, improvements or personal property are owned, leased or possessed by Owner.

d. “Road Project” means the construction and widening of CR 133 to include a turning and deceleration lane to facilitate left turns into the Project by vehicles heading southbound on CR 133 at the proposed Flora Blvd. A location map generally depicting the Road Project is attached as Exhibit “A” and made a part hereof for all purposes. A drawing generally depicting the Road Project located within County’s and City’s portions of the CR 133 right-of-way is attached hereto as Exhibit “B” and made a part hereof for all purposes.

e. “Road Project Improvements” means the completed widening of, and improvements to, CR 133 located within the County’s portion of the existing CR 133 right-of-way, to be constructed during the Road Project, as shown generally on Exhibit “B” attached hereto.

3. County Consideration. In return for Owner’s construction of the Road Project Improvements and subsequent dedication of such improvements to the County, County agrees to allow Owner to utilize the County’s portion of the CR 133 right-of-way for access to the Project. Upon completion of the Road Project Improvements and passing all inspections, the Road Project Improvements within the County’s portion of the CR 133 right-of-way, will be owned, operated, and maintained by the County, until such time as another political entity is obligated to take over maintenance.

4. Term and Termination.

a. This Agreement shall be effective for a term (the “Term”) commencing on the Effective Date and expiring upon completion of the Road Project and the County’s acknowledgment of completion of the Road Project Improvements, unless terminated earlier in accordance with the terms of this Agreement. In any event, however, the Owner will commence the construction of the Road Improvement Project after the execution of this Agreement by both parties, and shall complete construction of the Road Improvement Project by December 31, 2024 unless an extension of the Term is granted pursuant to the terms set out herein.

b. The County understands and acknowledges that Owner will not commence construction of the Road Project unless and until Owner has obtained all requisite licenses, permits, consents, approvals and authorizations from the appropriate governmental authorities necessary for the lawful construction of the Road Project (collectively, the “Governmental Authorizations”). Notwithstanding anything to the contrary in this Agreement, Owner shall have the right to terminate this Agreement by written notice to the County if Owner has not obtained all Governmental Authorizations by July 1, 2024. Upon any termination of this Agreement by either Party, this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder.

c. The Term of this Agreement may be extended for an additional period or periods of time upon mutual written agreement of the Parties hereto.

5. Development Standards. Owner agrees to design and construct the Road Project in full compliance with the plans and specifications as prepared by BGE, Inc. on March 7, 2024 and April 11, 2024 (the “Plans and Specs”), which such Plans and Specs are incorporated herein by reference. Owner agrees to submit all final design plans (the “Final Design Plans”) to County prior to commencement of construction of the Road Project and the construction of the Road Project Improvements will be subject to County inspection and testing in accordance with the County’s normal subdivision inspection policies and procedures.

6. Road Project Improvements and Warranty. Upon completion of the Road Project in accordance with the Plans and Specs and Final Design Plans, and passing all inspections, County will own, operate, and maintain the Road Project Improvements, unless and until another political entity is obligated to take over maintenance. Owner shall cause the contractor constructing the Road Project (the “Contractor”) to provide to the County, upon completion of the Road Project, a maintenance bond, in the amount of 10% of the cost of the Road Project Improvements. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas. The maintenance bond shall be valid for two years from the date of completion of the Road Project. The Contractor will be notified of any deficiencies and given the opportunity to repair such deficiencies. If the Contractor does not provide repairs within 90 days, the bond will be used by the County to repair these deficiencies.

8. Default. Should either Party default in any of its obligations hereunder, the non-defaulting party shall provide the defaulting party notice of the default within thirty (30) days of discovery of the default. The defaulting party shall have thirty (30) days after receipt of written notice thereof from the non-defaulting Party to cure such default. If the defaulting party does not cure the default within such 30-day period, then the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party and pursue any other remedies that may be available to the non-defaulting Party at law or in equity (including suit for specific performance or other equitable relief, if appropriate); provided, however, that with respect to any default other than failure to pay any sum when due hereunder, if such default is susceptible of cure but cannot reasonably be cured with the aforesaid 30-day period, and if the defaulting Party has commenced to cure such default within said 30-day period and is diligently prosecuting such cure, then the defaulting Party shall be afforded an additional reasonable period of time (not to exceed ninety (90) additional days) to effect such cure. The provisions of this Section 8 are in addition to, and not in lieu of, any other rights and remedies expressly set forth elsewhere in this Agreement.

9. Insurance and Indemnification.

a. Insurance. Owner shall cause the Contractor to obtain and maintain throughout the construction of the Road Project the insurance coverages stated in this Section. Prior to commencement of construction on the Road Project, Owner shall cause the Contractor to provide an insurance certificate acceptable to the County reflecting such insurance policies. Contractor shall not cause or permit any insurance policy to lapse or be cancelled prior to or during the Road Project and shall pay all premiums, deductibles and

self-insured retentions, if any, stated in the policies. The County, its officials, employees and agents shall be named as additional insureds on all coverages required by this Section. Owner shall cause the Contractor to obtain and maintain the following insurance coverages:

(i) Commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 aggregate including products and completed operations and contractual liability coverage.

(ii) Comprehensive business automobile liability insurance with a minimum combined single limit of \$500,000 including coverage for all owned, non-owned and hired autos.

Only insurance written by a company with an AM Best rating of no less than a B+ VII and in good standing with the Texas State Board of Insurance shall be acceptable to the County.

b. Indemnity. Owner shall cause the Contractor to indemnify, and hold the County, its officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligence or willful misconduct of Contractor, or its agents, employees or subcontractors, or any participant or attendee of the Road Project arising from, associated with, or otherwise relating to the construction of the Road Project, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of County (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim. Maintenance of the insurance required hereunder shall not limit Contractor's obligations under this paragraph.

10. Miscellaneous Provisions.

a. Successors and Assigns.

i. Owner shall not be entitled to assign this Agreement or any of Owner's rights or obligations hereunder to any other person or entity without the prior written consent of the County, which consent shall not be unreasonably conditioned, withheld or delayed; provided that Owner shall have the right (with notice to, but without having to obtain the consent of, the County) to assign its rights and obligations under this Agreement to any Affiliate of Owner to whom Owner transfers title to all, but not less than all, of the Owner's Property thereon. As used in the immediately preceding sentence, the term "Affiliate" means any entity that controls, is controlled by or is under common control with Owner, where the term "control" and its derivatives means the power to direct the overall management and policies of an entity, whether through the ownership of a voting majority of the ownership interests in such entity, by contract, or otherwise.

b. Force Majeure.

i. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure will be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby must give notice and full particulars of the force majeure to the other party. The cause, as far as possible, must be remedied with all reasonable diligence.

ii. The term “force majeure” includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts is entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

c. Entirety. This Agreement comprises the entire agreement between the County and Owner and there are no conversations, understandings, agreements, conditions or representations, express or implied with reference to the subject matter hereof that are not merged herein or superseded hereby.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws, rules or principles as applied in Texas. Venue for any action brought under or in connection with this Agreement shall lie exclusively in the courts of competent jurisdiction of Williamson County, Texas, and any appellate courts with jurisdiction over matters brought in such courts.

e. Amendment. This Agreement cannot be amended or modified, nor can any provision hereof be waived, except by a written instrument duly executed by both Parties (in the case of an amendment or modification) or by the Party to be charged (in the case of a waiver).

f. Non-waiver. Failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation

hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

g. Notices. All notices required or permitted under this Agreement shall be given by (i) prepaid first-class mail, registered or certified, return receipt requested, or (ii) recognized overnight courier with tracking capability. All notices hereunder shall be addressed as follows:

If to the County:

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

If to Owner:

Hutto 525 Development Partners LP
10235 West Little York, Suite 300
Houston, Texas 77040
Attention: Matthew Janke, Vice President

Notices made by registered or certified mail shall be deemed given two (2) days (excluding Saturdays, Sundays and postal holidays) after deposit with the U.S. Postal Service, properly addressed and prepaid. Notices given by recognized overnight delivery service shall be deemed given when delivery actually occurs. Either Party may change its address for notice by providing the other Party notice thereof in accordance herewith.

h. Authority. Each Party represents and warrants that the person executing this Agreement on behalf of such Party has been duly authorized to do so by all requisite actions on the part of such Party (and in the case of the County, in full compliance with all applicable County ordinances), and in so doing shall bind such Party to all of the provisions hereof.

i. Construction. Each Party is sophisticated in the matters covered by this Agreement and was represented by counsel of such Party's choosing in connection with the drafting and negotiation of this Agreement. As such, each Party waives any rule of construction or interpretation that would require any provision of this Agreement to be construed in favor of or against either Party on the basis of which Party drafted such provision.

j. Savings Clause. In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this Agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the Parties.

k. Rules of Construction. The following rules of construction shall apply to this Agreement: (i) words in the singular shall include the plural, and vice versa; (ii) the words “include”, “includes” and “including” are not limiting; (iii) references herein to a “Section” shall mean the corresponding section of this Agreement and are included for convenience of reference only and not to enlarge or limit the scope or meaning of any sections; (iv) the words “hereof”, “herein” and “hereunder” and words of similar import shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; and (v) the “\$” sign refers to currency of the United States of America.

l. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

m. Time. Time is of material importance to this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

n. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the construction of the Road Project Improvements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth in the acknowledgments of the Parties below, to be effective, however, as of the Effective Date.

County
Williamson County, Texas

By: _____
Bill Gravell, Jr.
County Judge

Owner

HUTTO 525 DEVELOPMENT PARTNERS LP,
a Delaware limited partnership

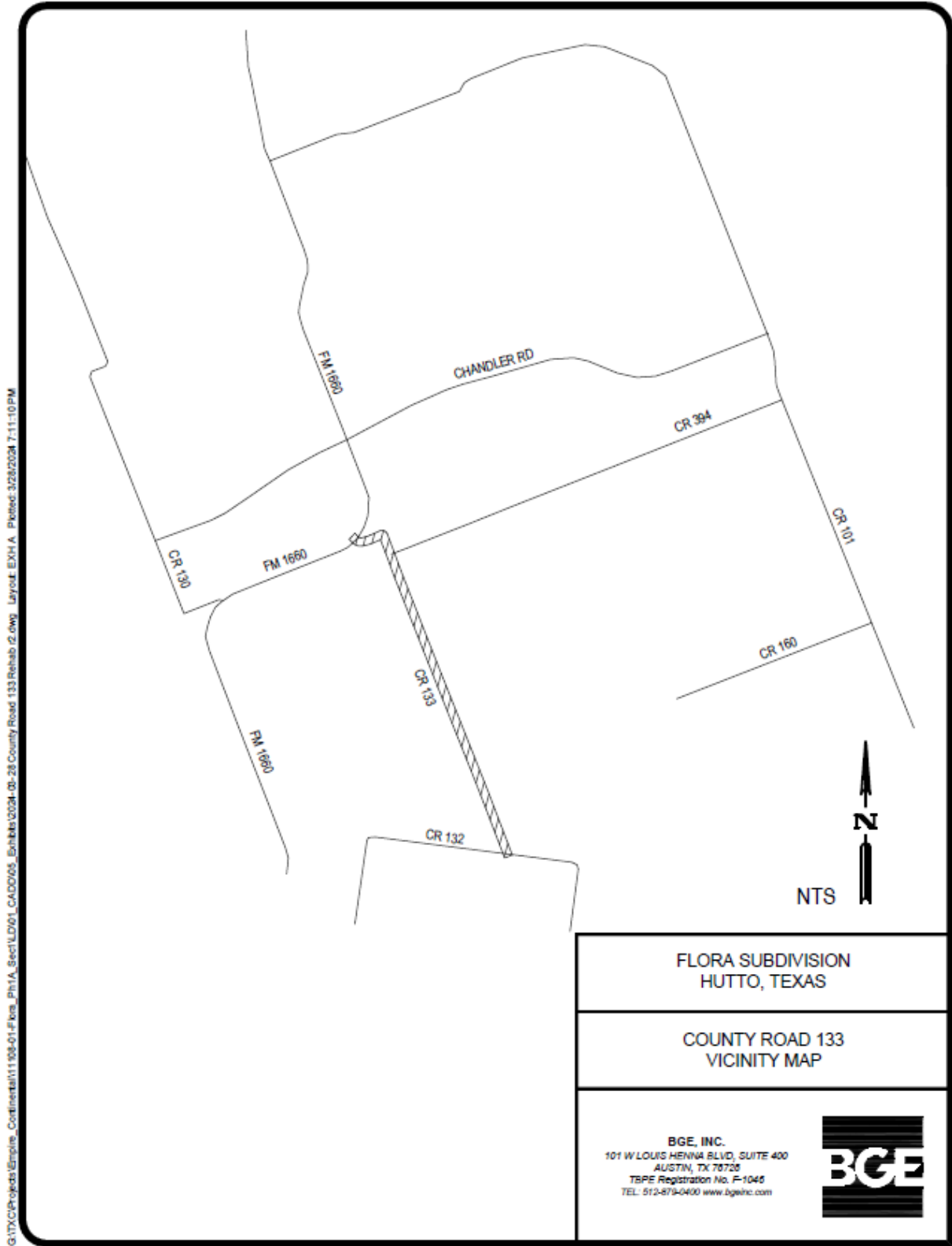
By: Hutto 525 GP Texas LLC,
a Delaware limited liability company,
its general partner

By: ST. Seller

Name: Stephen T. Seller

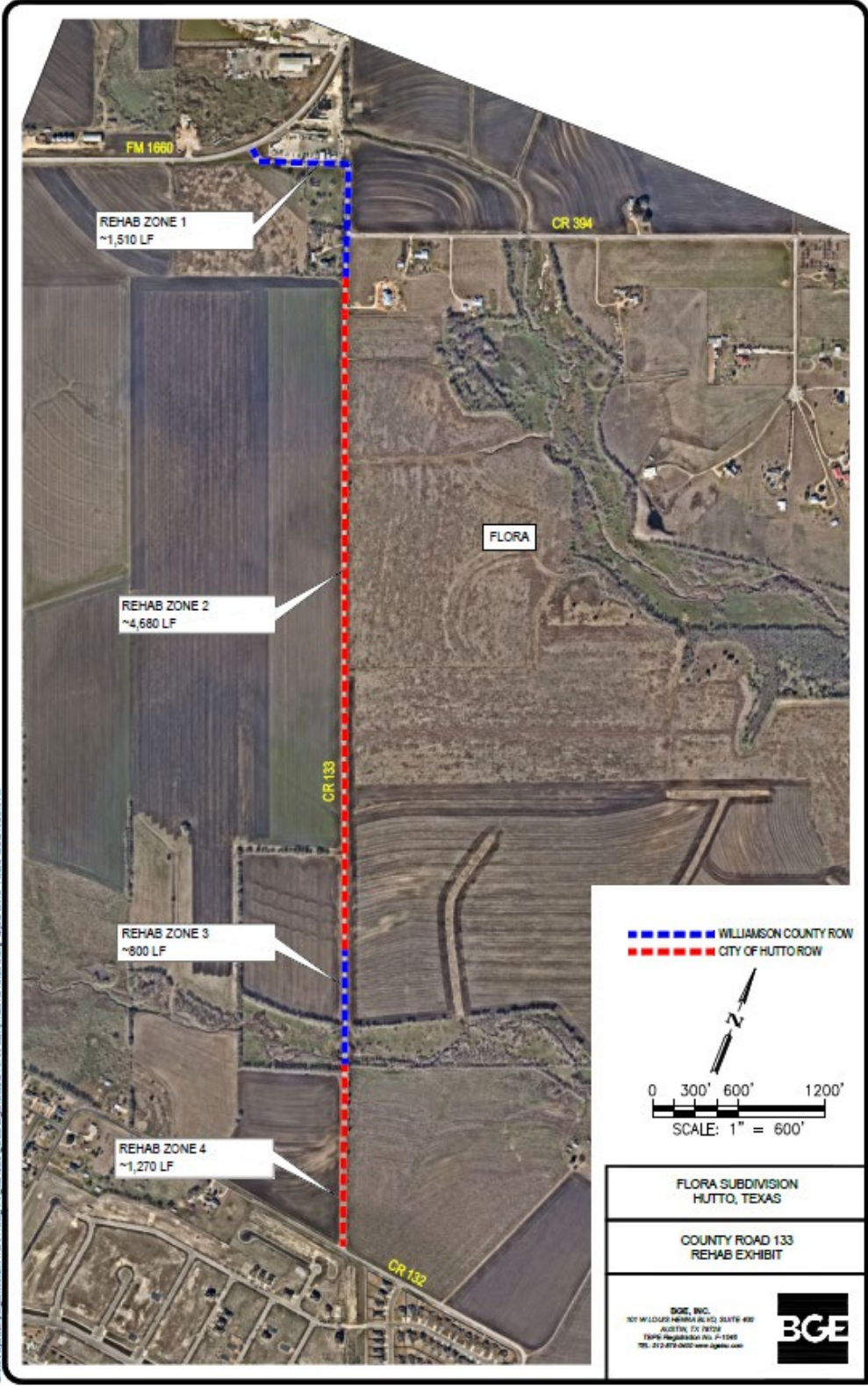
Title: Authorized Signatory

Exhibit A
Location Map



G:\TYC\Projects\Empire_Contract\11103-01\Floor_Plan_Sect\LD\01_CADD\05_Enh\12024-05-28 County Road 133\Rehab 2.dwg Layout EXHA_Plotter:3/28/2024 7:11:10 PM

Exhibit B
 Road Project General Depiction



Commissioners Court - Regular Session

41.

Meeting Date: 06/11/2024

Corridor C SH29 Bypass ATKINS Contract Amendment No. 4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Corridor C (SH 29 Bypass) contract between Williamson County and AtkinsRéalís relating to the Road Bond Program. Project: P459 Fund Source: Road Bonds

Background

This Contract Amendment No. 4 amends the Exhibit D - Rate Schedule in the Master Contract using the CPI Adjustment Calculation for the sub-consultant K Friese & Associates, Inc. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CorridorC(SH29Bypass)-ATKINS Amendment04

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 11:08 AM

Started On: 05/29/2024 07:08 PM

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Corridor C SH 29 Bypass (“Project”)

THIS CONTRACT AMENDMENT NO. 4 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 Atkins North American, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 13, 2017 (the “Contract”); and an Amendment No. 1 dated effective February 26, 2019; and an Amendment No. 2 dated effective May 17, 2022; and an Amendment No. 3 dated effective June 13, 2023;

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$6,250,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: Jennifer K. Sorenson
Signature

Jennifer K. Sorenson
Printed Name

Vice President, Sector Manager
Title

May 30, 2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED
By Kate wilder at 7:29 pm, Jun 05, 2024

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Atkins North America, Inc	
CATEGORY	RATE (per hour)
Principal	\$324.00
Sr Advisor/Sr Project Manager	\$324.00
Project Manager	\$295.00
Sr. Engineer II	\$319.00
Sr. Engineer I	\$248.00
Project Engineer	\$189.00
Design Engineer	\$145.00
EIT	\$118.00
Sr. Engineer Tech	\$153.00
Engineer Tech	\$118.00
Sr. CADD Operator	\$145.00
CADD Operator	\$91.00
Sr. Environmental Planner	\$218.00
Environmental Planner	\$201.00
Jr. Environmental Planner	\$136.00
Sr. Environmental Specialist	\$159.00
Environmental Specialist	\$130.00
Jr. Environmental Specialist	\$109.00
Sr. GIS Analyst	\$145.00
GIS Analyst	\$92.00
Graphics Technician	\$88.00
Sr Public Involvement Specialist	\$180.00
Public Involvement Specialist	\$145.00
Jr. Public Involvement Specialist	\$109.00
Sr. Transportation Planner	\$218.00
Transportation Planner	\$171.00
Jr. Transportation Planner	\$119.00
Scheduler	\$163.00
Contract Specialist	\$127.00
Admin/Clerical	\$84.00
DIRECT EXPENSES	
Work Truck (per day)	\$51.00
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Large Format Color Plotting (per square foot)	\$1.00
Drymount on 1/4" Foam Core (per square foot)	\$3.00
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.25
Photocopies B/W (11" X 17") (per page)	\$0.15
Photocopies Color (11" X 17") (per page)	\$0.50

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

K Friese & Associates, Inc.	
CATEGORY	RATE
Principal	\$317.00
Project Manager	\$209.00
Senior Engineer	\$237.00
Engineer	\$158.00
EIT	\$127.00
Sr. Engr. Tech.	\$114.00
Admin/Clerical	\$95.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate

CPI Rate Increase

Base (1982-82) =	100
March 2017 signed PSA:	236.154
August 2023 CPI:	298.975
Delta:	26.60%

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Approved PSA Amendment No. 3
June 13, 2023

Hardesty & Hanover	
CATEGORY	RATE
Principal Engineer	\$250.00
Sr QC Engineer	\$206.00
Sr Project Manager	\$194.00
Senior Engineer	\$181.00
Project Engineer	\$150.00
Design Engineer	\$131.00
EIT II	\$119.00
EIT I	\$109.00
Graduate Engineer	\$88.00
Sr CADD Manager	\$150.00
CADD Technician	\$106.00
Jr CADD Technician	\$88.00
Admin/Clerical	\$75.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$1.00
Photocopies B/W (11" X 17") (per page)	\$0.15
Photocopies Color (11" X 17") (per page)	\$1.50

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Approved PSA 3/7/2017

Rifeline, LLC	
CATEGORY	RATE
President	\$200.00
Vice President	\$180.00
Sr. Public Affairs Manager	\$180.00
Director of Communications and Strategy	\$170.00
Public Involvement Manager	\$160.00
Community Outreach Manager	\$150.00
Community Outreach Coordinator	\$120.00
Admin/Clerical	\$58.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.75

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Approved PSA 3/7/2017

Zara Environmental, LLC	
CATEGORY	RATE
Senior Project Manager	\$159.00
Lead Diver	\$159.00
Project Manager	\$138.00
Permitted Scientist	\$111.00
Hydrogeologist	\$111.00
Geoscientist	\$111.00
Diver	\$111.00
Geology Technician	\$90.00
Taxonomy Expert	\$212.00
Karst Invertebrate Specialist	\$111.00
Karst Technician	\$90.00
Senior Biologist	\$111.00
Biology Technician	\$90.00
GIS Technician	\$90.00
Technical Writer/Editor	\$90.00
Administrative	\$64.00
Technician IV	\$75.00
Technician III	\$66.28
Technician II	\$57.85
Technician I	\$33.75
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Approved PSA 3/7/2017

HVJ Associates		
CATEGORY	RATE	
Sr Advisor/Sr Project Manager	\$175.00	
Project Manager	\$125.00	
EIT	\$100.00	
Sr Technician	\$60.00	
Technician	\$55.00	
Sr CADD Operator	\$95.00	
Admin/Clerical	\$65.00	
DIRECT EXPENSES		UNIT
Mileage (per mile)	Current Federal Rate	mile
Mobilization/Demobilization	\$400.00	each
Drill Rig Minimum Charge	\$900.00	each
Undisturbed sample boring w/3" Shelby tube	\$22.50	per foot
Add for coring in rock (Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	\$22.50	per foot
Texas Cone Penetration Test	\$25.00	each
Standard Penetration Test	\$22.50	each
Grout Backfill	\$5.00	per foot
Moisture Content	\$18.00	each
Hydrometer Analysis	\$200.00	each
Atterberg Limits	\$75.00	each
Unconfined Compressive Strength Test	\$65.00	each
Texas Triaxial	\$1,750.00	each
Percent Passing No. 200 Sieve	\$35.00	each
Sulfate Testing	\$75.00	each
Soil PH Testing	\$200.00	each
FWD Equipment	\$2,600.00	each
Traffic Control	\$1,500.00	each
ATV Mobilization/Demobilization	\$3,000.00	each
Sieve Analysis	\$110.00	each
Consolidated Undrained Triaxial Test	\$860.00	each
Consolidation	\$550.00	each
CBR Test	\$300.00	each
Proctor Test	\$260.00	each
Swell Test	\$280.00	each
Clearing	\$1,500.00	day

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Approved PSA 3/7/2017

Inland Geodetics, LLC	
CATEGORY	RATE/HR
Project Manager	\$140.00
Licensed State Land Surveyor	\$150.00
Registered Professional Land Surveyor	\$135.00
Survey Technician	\$98.00
Admin/Clerical	\$54.00
GPS Field Operator	\$120.00
Two (2) Person Field Crew	\$142.00
Three (3) Person Field Crew	\$165.00
Four (4) Person Field Crew	\$183.00
Additional Crewmember	\$48.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
All Terrain Vehicle (per day)	\$55.00
Additional Vehicle (per day)	\$60.00

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Approved PSA 3/7/2017

Surveying And Mapping, LLC		
CATEGORY	RATE	
Principal	\$170.00	
Senior Project Manager	\$145.00	
Project Manager	\$125.00	
Senior Survey Technician	\$96.00	
Survey Technician	\$88.00	
Administration/Clerical Support	\$70.00	
Two (2) Person Survey Field Crew	\$130.00	
Three (3) Person Survey Field Crew	\$160.00	
Additional Rodperson, Chainperson, Flagperson	\$32.00	
One (1) Person Survey Field Crew with Receiver or Robotic Total Station	\$105.00	
Project Coordinator - Mobile LiDAR	\$120.70	
Mobile LiDAR Processing Technician	\$96.56	
Project Coordinator - AM	\$131.67	
Certified Photogrammetrist	\$120.00	
Analytical Triangulation Specialist	\$95.00	
Aerial Mapping Technician	\$95.00	
Orthophoto Specialist	\$95.00	
Mapping Editor (includes QA/QC, Finishing, & Finalization)	\$90.00	
Aerial Office Technician	\$80.00	
Project Coordinator - AP	\$115.02	
Aerial Processing Technician	\$84.82	
Project Coordinator - FWAL	\$110.37	
Airborne LiDAR Processing Technician	\$86.29	
HAL Processing Technician	\$110.00	
Project Coordinator - HAL	\$130.00	
Helicopter Flight Crew Rotary Wing Aircraft	\$195.00	
Helicopter LiDAR Processing Technician	\$107.71	
DIRECT EXPENSES	RATE	UNIT
In-house Photocopies B/W (8 1/2" X 11")	\$0.16	per page
In-house Photocopies Color (8 1/2" X 11")	\$0.75	per page
In-house Photocopies B/W (11" X 17")	\$0.32	per page
In-house Photocopies Color (11" X 17")	\$1.50	per page
In-house Plots (B/W on Bond)	\$0.75	sf
In-house Plots (Color on Bond)	\$1.75	sf
In-house Large Format Plotting	\$2.50	sf
In-house Mounting of Large Exhibits	\$10.00	sf
In-house Traffic Control	\$1,500.00	day
GPS Receiver	\$25.00	hour
Terrestrial Laser Scanner	\$80.00	hour
LiDAR Workstation	\$25.00	hour
Helicopter Rate	\$1,650.00	hour
Aerial LiDAR System	\$6,500.00	day
Digital Imagery Processing	\$20.00	each
LiDAR Mobile Mapping System	\$6,000.00	day
Aerial Photography Flight Crew Fixed Wing Aircraft	\$180.00	hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	\$192.00	hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	\$190.00	hour
AP Transit Miles	\$5.90	mile
AP Project Flight Miles	\$20.00	mile
AP ABGPS Processing	\$2,250.00	project
FWAL Transit Miles	\$6.00	mile
FWAL Project Flight Miles	\$20.00	mile
B&W processing (film, development, scanning)	\$16.00	each
CIR processing (film, development, scanning)	\$23.00	each
Color processing (film, development, scanning)	\$26.00	each
Digital Image Processing	\$20.00	each

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

Approved PSA 3/7/2017

Buie & Co.	
CATEGORY	RATE
Principal	\$185.00
Account Manager	\$140.00
Account Coordinator	\$120.00
Graphic Designer	\$125.00
Admin/Clerical	\$58.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.75

**Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass**

Approved PSA 3/7/2017

CD&P	
CATEGORY	RATE
Principal	\$165.00
Project Manager	\$130.00
Senior Media Specialist	\$115.00
Senior Public Involvement Specialist	\$115.00
Public Involvement Specialist	\$100.00
Senior Graphic Design and Web Developer	\$90.00
Graphic Design and Web Developer	\$65.00
Junior Public Involvement Specialist	\$65.00
Admin/Clerical	\$50.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (11" X 17") (per page)	\$0.20
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (11" X 17") (per page)	\$0.80
Photocopies Color (8 1/2" X 11") (per page)	\$0.40

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

Charles D Frederick, PhD, PG	
CATEGORY	RATE (per hour)
Geoarchaeologist	\$80.00

Approved PSA Amendment No. 3
June 13, 2023

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

GW Kovar Septic Services, LLC	
DIRECT EXPENSES	RATE
Mobilization	\$350.00
Backhoe (per hour)	\$175.00
Dump Truck (per hour)	\$125.00
Grading rock (per load)	\$450.00
Large excavator (per day)	\$6,500.00

Approved PSA Amendment No. 3
June 13, 2023

Exhibit D - Rate Schedule
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Alterra	
DIRECT EXPENSES	RATE
Total station (per month)	\$780.00
TCS3 No Radio (per month)	\$540.00

Approved PSA Amendment No. 3
June 13, 2023

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

Viking Fence Co, LTD	
DIRECT EXPENSES	RATE
Fence installation/rental (6 months)	\$3,308.91
Fence rental (per month)	\$587.44
Port-a-potty service (monthly)	\$103.91
Port-a-potty delivery & pickup (per event)	\$47.25

PSA Amendment No. 3
June 13, 2023

Exhibit D - Rate Schedule
Transportation Corridor C SH 29 Bypass

Galindo Environmental Consulting	
CATEGORY	RATE
Principal Investigator	\$125.58

Approved PSA Amendment No. 3
June 13, 2023

Commissioners Court - Regular Session

42.

Meeting Date: 06/11/2024

Hero Way Purchase Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with LCRA Transmission Services for 8.396 acres needed as right of way on the Hero Way project. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:02 AM

Started On: 06/05/2024 05:16 PM

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **LCRA TRANSMISSION SERVICES CORPORATION** (referred to in this Contract as “Seller”, whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

Subject to the terms, provisions, and conditions set forth in this Contract, Seller sells and agrees to convey in fee, and Purchaser purchases and agrees to pay for, that certain tract of land described as follows:

Being an 8.396-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described in Exhibit A attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way and any improvements and fixtures situated on and attached to the Property described herein, but not including oil, gas, or other minerals, all of which oil, gas and minerals Seller reserves for itself, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. All property, rights, and appurtenances sold by this Contract are collectively referred to herein as the “Property”. The Property is being sold AS-IS and with all faults, and Seller makes no warranty, express or implied, as to the condition of the Property or the suitability of the Property for any particular use.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO MILLION SIX HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED NINETY-THREE and 00/100 Dollars (\$2,661,593.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

Miscellaneous Conditions

3.02. Driveway Reconstruction. As an obligation that shall survive the closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to the expansion of Ranch Road 2243 (the "Project") upon the Property, Purchaser shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall be constructed in the location and according to the specifications as shown in Exhibit B attached hereto and incorporated herein. By execution of this Agreement, Seller shall allow Purchaser, its agents, and contractors to temporarily access the immediately adjacent property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

3.03 Acknowledgment of Access. Purchaser acknowledges the existence and validity of that certain Access Easement dated October 4, 2022, by and between Seller and ZamZam Kam, LLC, recorded as Document Number 2022118387 in the Official Public Records of Williamson County, Texas (as may be amended, the "Easement"). As obligations to survive the closing of the transaction contemplated by this Contract, (i) Purchaser shall cooperate in good faith with Seller and take any additional actions to revise the Easement as deemed necessary by Seller in connection with the Project, and (ii) at closing Seller shall deliver a duly executed and acknowledged partial release in a form agreeable to the parties and suitable for recording in the real property records for locations of the Easement impacting the Property described in Exhibit A and sold to Purchaser. As a condition surviving closing of this Contract, Seller shall have uninterrupted access to and from the existing right-of-way and to and from Seller's adjacent property at all times during construction of the Project, unless otherwise mutually agreed in advance of any anticipated access interruption.

3.04. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

Indemnification

3.05 To the extent allowed by law, **Purchaser agrees to indemnify, defend, discharge, release, reimburse, and hold harmless Seller, its officers, directors, agents, and employees from and against any and all claims, demands, losses, damages, liabilities,**

causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind of character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by Seller at any time and from time to time by reason of, in connection with, or arising out of any environmental condition of the Property, including, without limitation, the presence on the Property or release from the Property of hazardous substances, hazardous materials, solid wastes, crude oil, natural gas, or petroleum hydrocarbons in any state, or any other substances regulated under Environmental Laws, as defined herein, regardless of whether the presence or release of such material occurred prior to or after the Effective Date. To the extent allowed by law, Purchaser agrees that its obligations under this section shall survive the closing.

3.06 As used herein, "Environmental Laws" shall mean all applicable federal or state statutes, regulations, orders, or common law, pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time.

ARTICLE IV CLOSING

Closing Date

4.01. The closing shall be held at the office of Texas National Title Inc. on or before July 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

4.02. At the closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed in substantially the form attached hereto as Exhibit C.
- (2) Deliver evidence of Seller's capacity and authority for the closing, if required by Purchaser, or its title company (the "Title Company").
- (3) Deliver to Purchaser possession of the Property if not previously done.

(4) Deliver all signed releases, affidavits, and other necessary documents reasonably required by Purchaser to close this transaction or by the Title Company to issue an Owner's Policy of Title Insurance on the Property, provided however that at the request and sole cost of Purchaser:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

Purchaser's Obligations at Closing

5.03. At the closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price to Seller..

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing, collected by the Title Company and submitted to the Williamson County Tax office according to the provisions of Texas Tax Code Section 26.11. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes or any additional assessment, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser's sole remedy shall be to terminate the Contract.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller's sole remedy shall be to terminate the Contract, provided, however, Purchaser's obligations in Section 3.03 shall survive any termination of this Contract.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Assignment; Parties Bound

8.03. This Contract may not be assigned by Purchaser without Seller's written consent. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Attorney's Fees

8.08. Either party to this Contract who is the prevailing party in any legal proceeding against the other party brought under or with relation to this Contract shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the dates set forth below.

SELLER:

LCRA TRANSMISSION SERVICES CORPORATION

By: Mark Small



Its: Authorized Agent

Date: 6/5/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit A

Page 1 of 6

EXHIBIT ____

County: Williamson
Parcel: 200
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 200

METES & BOUNDS DESCRIPTION FOR A 8.396 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 20.92 ACRE TRACT OF LAND AS CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2016061302 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 8.396 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 3/8-inch iron pipe (NAD-83, Central Zone Grid Coordinates: N: 10,188,859.31, E: 3,092,986.90) (Latitude: N 30°35'38.67", Longitude: W 97°48'06.57") found on the northwest right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the most easterly corner of the above described LCRA Tract and at the south corner of a called 6.00 acre tract of land described as Tract 1 as conveyed to J&M, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2018103155 of the Official Public Records of Williamson County, Texas, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the northwest right-of-way line of said FM 2243, bears N 34°06'25" E a distance of 147.13 feet;

THENCE, with the northwest right-of-way line of said FM 2243 and the southeast line of said LCRA Tract, S 34°06'25" W a distance of 153.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,732.25, E: 3,092,900.85) set for the southeast corner of the herein described tract, 264.00 feet right of FM 2243 baseline station 219+81.46, from which a 1/2-inch iron rod found at the most southerly corner of said LCRA Tract and at the most easterly corner of a called 95.096 acre tract of land as conveyed to Roy Kuchera and wife, Alice Kuchera by General Warranty Deed recorded in Volume 2640, Page 64 of the Official Records of Williamson County, Texas, bears S 34°06'25" W a distance of 282.91 feet;

THENCE, departing the northwest right-of-way line of said FM 2243, over and across said LCRA Tract, N 82°24'00" W a distance of 108.04 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 218+73.42;

THENCE, continuing over and across said LCRA Tract, N 77°49'34" W a distance of 150.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 252.00 feet right of FM 2243 baseline station 217+23.42;

THENCE, continuing over and across said LCRA Tract, N 82°24'00" W a distance of 254.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southwest line of said LCRA Tract and the northeast line of said Kuchera Tract, for the southwest corner of the herein described tract, 252.00 feet right of FM 2243 baseline station 214+68.87;

THENCE, with the southwest line of said LCRA Tract and northeast line of said Kuchera Tract, N 47°56'04" W a distance of 850.01 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 northwest corner of the herein described tract, 241.43 feet left of FM 2243 baseline station 207+81.68, from which a 1/2-inch iron rod found on the northeast line of said Kuchera Tract, at the most westerly corner of said LCRA Tract, bears N 47°56'04" W a distance of 350.48 feet;

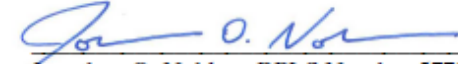
THENCE, departing the northeast line of said Kuchera Tract, over and across said LCRA Tract, along said curve to the right, an arc distance of 611.83 feet, having a radius of 8,147.00 feet, a central angle of 04°18'10" and a chord which bears S 84°33'06" E a distance of 611.69 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 252.00 feet left of FM 2243 baseline station 213+79.33;

THENCE, continuing over and across said LCRA Tract, S 82°24'01" E a distance of 113.85 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on a northeast line of said LCRA Tract and the southwest line of said J&M Tract, for the northeast corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 214+93.18, from which a 3/8-inch iron pipe found at an interior corner of said LCRA Tract, and at the most westerly corner of said J&M Tract, bears N 48°10'53" W a distance of 54.84 feet;

THENCE, with a northeast line of said LCRA Tract and southwest line of said J&M Tract, S 48°10'53" E a distance of 673.33 feet to the **POINT OF BEGINNING** and containing 8.396 acres 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.


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

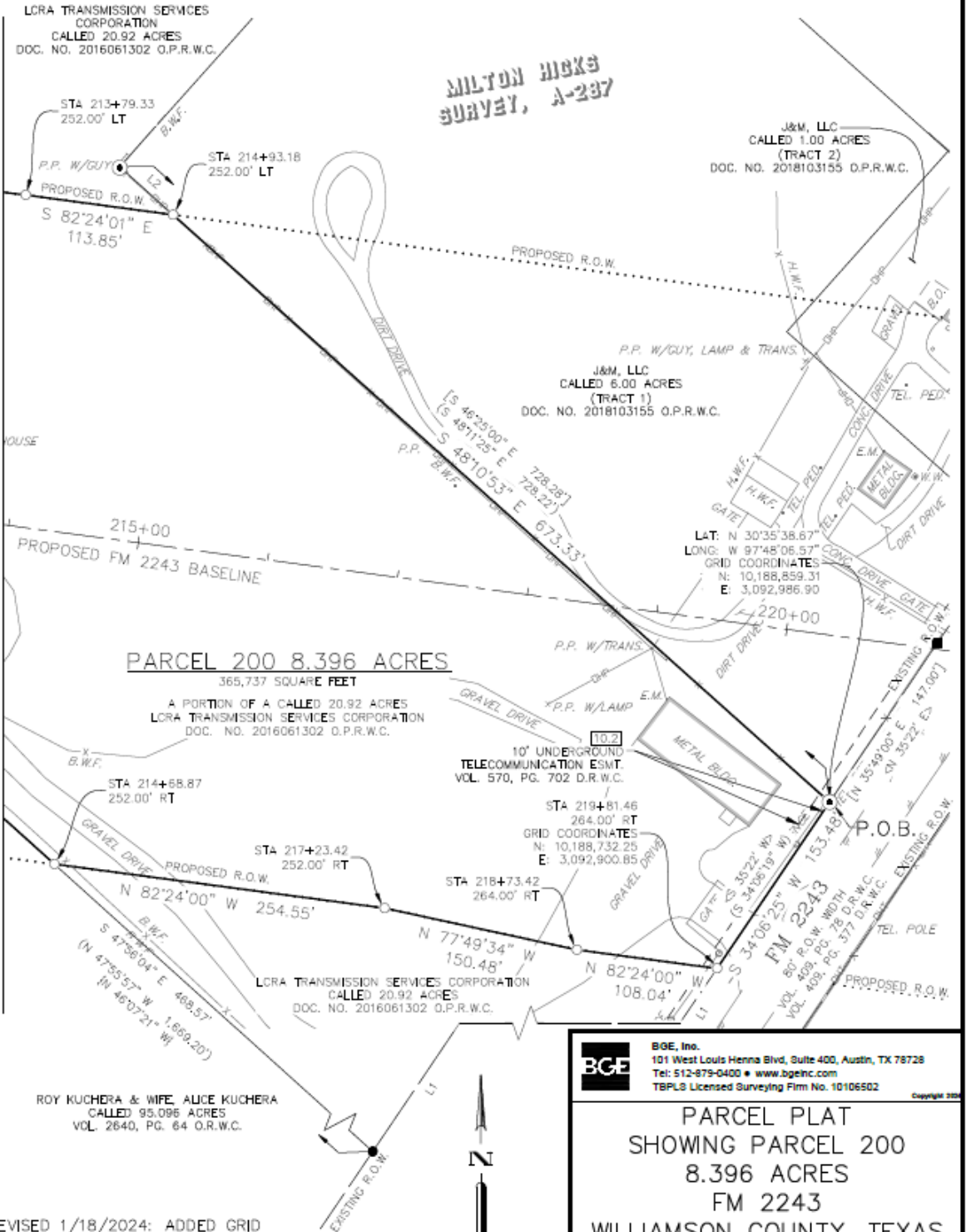


1/18/2024
Date

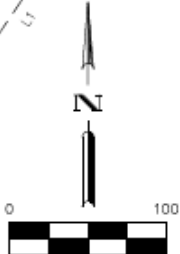
Client: Williamson County
Date: August 5, 2022
Revised: January 18, 2024
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 4 OF 5



REVISED 1/18/2024: ADDED GRID COORDINATES AND LAT./LONG. TO P.O.B.



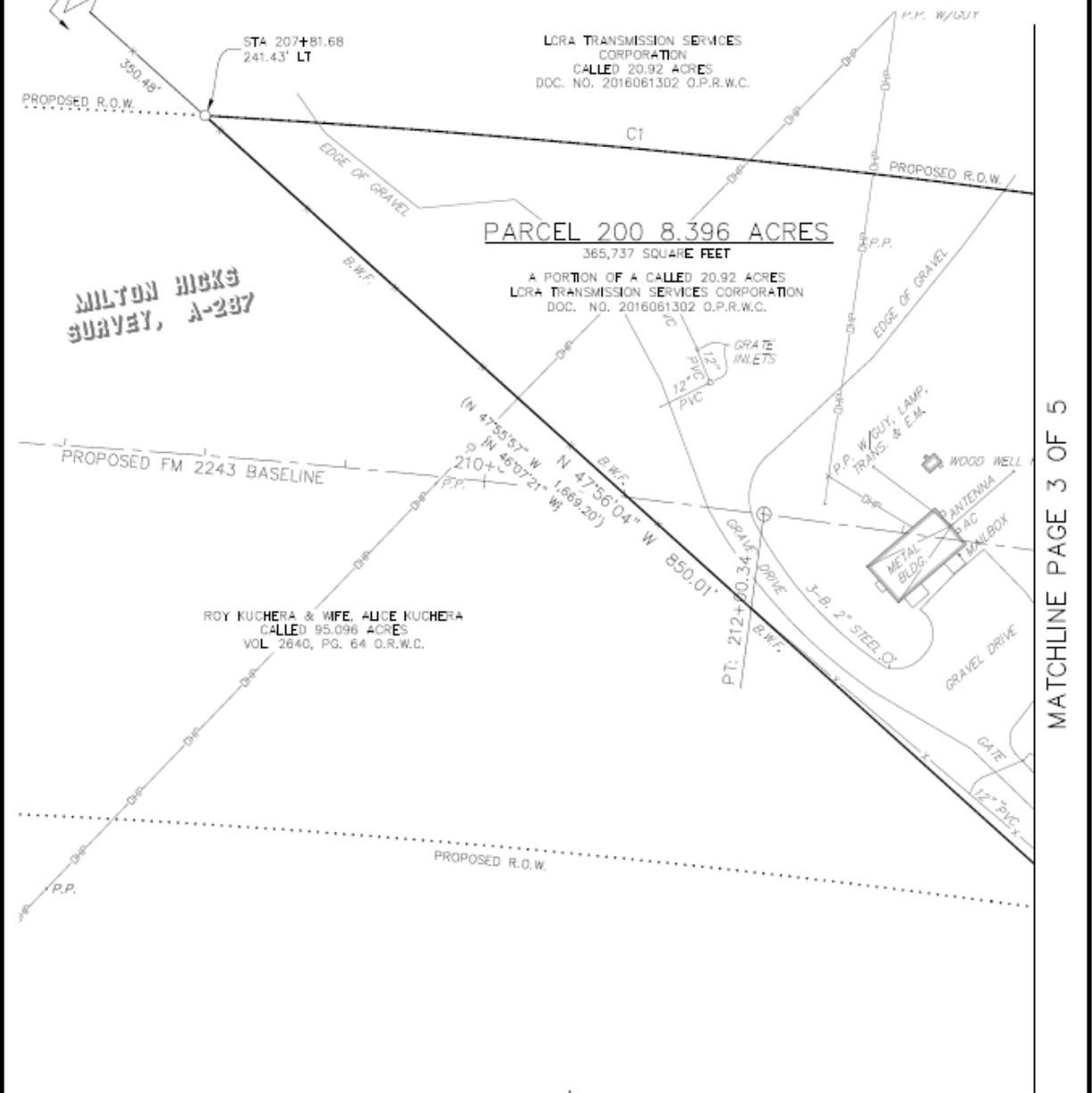
BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
 SHOWING PARCEL 200
 8.396 ACRES
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 3 of 6
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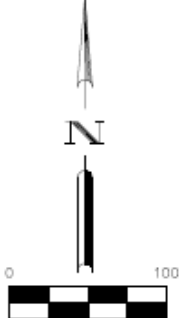
Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



MATCHLINE PAGE 3 OF 5

REVISED 1/18/2024: ADDED GRID COORDINATES AND LAT./LONG. TO P.O.B.



	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		
	<p>PARCEL PLAT SHOWING PARCEL 200 8.396 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS</p>		
Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 4 of 5

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 34°06'25" W	282.91'
L2	N 48°10'53" W	54.84'


RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(S 34°06'19" W)	
<L1>	<S 35°22" W>	
(L2)	(N 48°11'25" W)	
<L1>	[N 48°11'25" W]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	611.83'	8,147.00'	4°18'10"	S 84°33'06" E	611.69'

LEGEND

- B. BOLLARD
- BLDG. BUILDING
- B.W.F. BARBED WIRE FENCE
- CMP CORRUGATED METAL PIPE
- CONC. CONCRETE
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- E.M. ELECTRIC METER
- ESMT. EASEMENT
- G.P. GATE POST
- H.W.F. HOG WIRE FENCE
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.P.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.P. POWER POLE
- PVC POLYVINYL CHLORIDE PIPE
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- W.W. WATER WELL
- () RECORD INFO FOR DOC. NO. 2016061302 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO. 2018103155 O.P.R.W.C.
- { } RECORD INFO FOR VOL. 2640, PG. 64 O.R.W.C.
- < > RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL 409, PG. 78
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ⊙ FOUND 3/8" IRON PIPE
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x— WIRE FENCE
- +— METAL FENCE
- OH— OVERHEAD TELEPHONE
- OH+— OVERHEAD POWER
- =— EDGE OF ASPHALT

REVISED 1/18/2024: ADDED GRID
COORDINATES AND LAT./LONG. TO P.O.B.

 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			
PARCEL PLAT SHOWING PARCEL 200 8.396 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	5 of 6

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 TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163582, DATED EFFECTIVE MAY 31, 2022 AND ISSUED ON JUNE 8, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN UNDERGROUND TELECOMMUNICATION SYSTEM AND/OR LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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.



Jonathan O. Nobles 1/18/2024
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 1/18/2024: ADDED GRID COORDINATES AND LAT./LONG. TO P.O.B.


 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 <small>Copyright 2024</small>			
PARCEL PLAT SHOWING PARCEL 200 8.396 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 6 of 6

Exhibit B

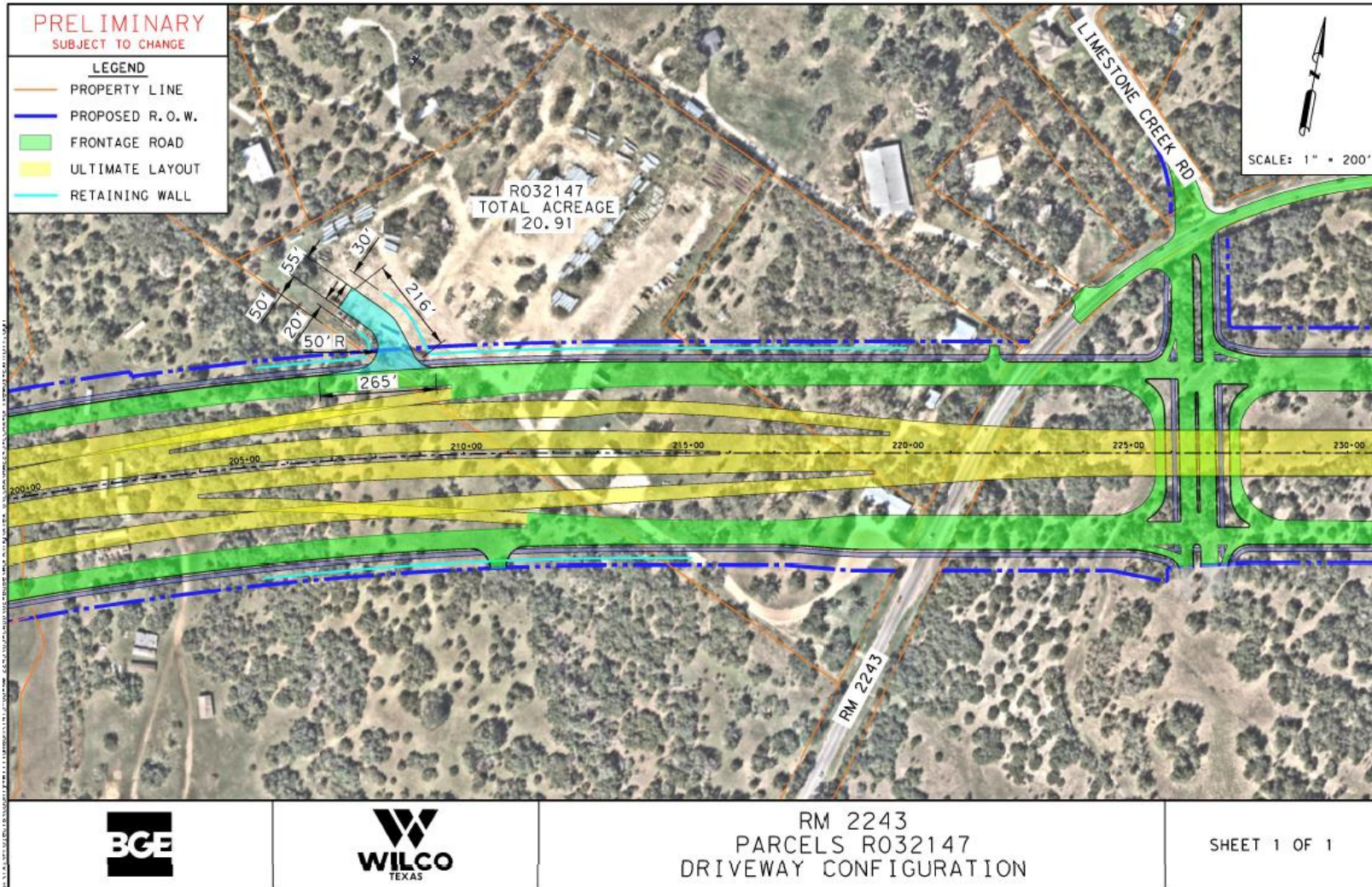


Exhibit C

EXHIBIT "C"

Parcel 200

DEED

Hero Way Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **LCRA TRANSMISSION SERVICES CORPORATION**, a **Texas non-profit corporation**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

That certain tract of land consisting of an 8.396-acres out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit A attached hereto and incorporated herein for all purposes.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Hero Way.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXCEPT FOR THE WARRANTY OF TITLE EXPRESSED ABOVE, THIS CONVEYANCE IS MADE ON AN “AS-IS, WHERE-IS” BASIS ONLY, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO CONDITION (INCLUDING ENVIRONMENTAL CONDITION), FITNESS, SUITABILITY, MERCHANTABILITY OR HABITABILITY THEREOF OR AS TO USE FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024
by _____, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Texas National Title
305 Denali Pass, Suite A
Cedar Park, Texas 78613

Commissioners Court - Regular Session

43.

Meeting Date: 06/11/2024

Ronald Reagan Widening Correction Deed

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a correction deed with Santa Rita Commercial LLC regarding 0.1956 AC required as right of way on the Ronald Reagan Widening construction project (Parcel 14P1). Funding Source: Road Bonds P366

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

deed

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 09:59 AM

Started On: 06/05/2024 12:43 PM

CORRECTION DEED
Ronald Reagan Boulevard Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **SANTA RITA COMMERCIAL, LLC**, a Texas limited liability company, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Sold and by these presents does Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "**Property**"):

Being a 0.1956 of one acre (8,519 sq. ft.) parcel of land situated in the B. MANLOVE SURVEY, ABSTRACT NO. 417, Williamson County, Texas, being a portion of the remainder a called 17.50-acre tract of land described as Tract 3 in a Correction Special Warranty Deed to Santa Rita Commercial, LLC, recorded in Document No. 2014012340, of the Official Public Records of Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof. (**Parcel 14 Part 1**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the Property and upon the condition that none of such operations shall be conducted so near the surface of the Property as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under the Property for the construction and maintenance of public roadway facilities and related appurtenances.

CONTROL OF ACCESS: Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

This instrument is granted in correction of and full substitution for that certain Deed from Grantor to Grantee dated March 20, 2024, and recorded in Document No. 2024022406, Official Public Records of Williamson County, Texas (the "**Prior Deed**"). The Prior Deed contained an incorrect legal description of the Property. This instrument corrects that error by correcting the description of the Property above. This Correction Deed is made by Grantor and accepted by Grantee to correct that mistake, and is dated to be effective on March 20, 2024, and in all other respects conforms to the Prior Deed. Grantee joins in this instrument for the sole purpose of acknowledging and correcting the errors in the Prior Deed.

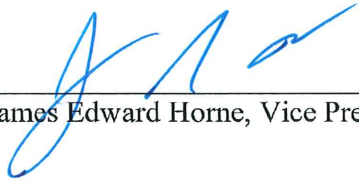
IN WITNESS WHEREOF, this instrument is executed on the dates set forth below to be effective the 20th day of March, 2024.

[signature on following page]

GRANTOR:

SANTA RITA COMMERCIAL, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By: 
James Edward Horne, Vice President

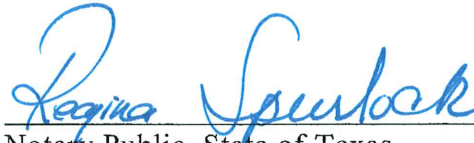
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 30 day of 2024, 2024 by James Edward Horne in the capacity and for the purposes and consideration recited therein.


Notary Public, State of Texas



JOINDER

The undersigned joins in this instrument for the sole purpose of acknowledging the error in the description of the Property in the Prior Deed.

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT A

Sheet 1 of 6
02-14-2024
Revised 04-23-2024

County: Williamson
Parcel: 14 Part 1 – Santa Rita Commercial, LLC
Highway: Ronald Reagan Boulevard

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1956 OF ONE ACRE (8,519 SQUARE FEET) PARCEL OF LAND SITUATED IN THE IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 17.50 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN A CORRECTION SPECIAL WARRANTY DEED TO SANTA RITA COMMERCIAL, LLC, RECORDED IN DOCUMENT NO. 2014012340 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1956 OF ONE ACRE (8,519 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 39.50 feet Left of Ronald Reagan Baseline Station 2544+12.62 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,217,287.37, E=3,080,116.58), being in the South line of the remainder of said 17.50 acre tract and the common North line of a called 0.92 of one acre tract of land described in a Special Warranty Deed to the City of Liberty Hill, recorded in Document No. 2024005959 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "STEGER BIZZELL" found for the Southerly common corner of the remainder of said 17.50 acre tract and of the remainder of a called 108.026 acre tract of land described as Tract 1 in a Special Warranty Deed to Santa Rita Investments, LTD, recorded in Document No. 2020111915 of said O.P.R.W.C.T., and the Northerly common corner of said 0.92 of one acre tract and of a called 0.93 of one acre tract of land described in a Special Warranty Deed to City of Liberty Hill, recorded in Document No. 2024005960 of said O.P.R.W.C.T., bears South 88°20'46" West a distance of 399.22 feet;

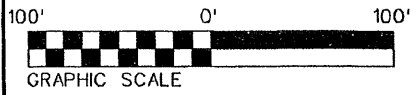
THENCE with the proposed West ROW line of said Ronald Reagan Boulevard over and across the remainder of said 17.50 acre tract, the following two (2) courses and distance:

- 1) Along a curve to the Left having a radius of **9,360.50** feet, passing at an arc length of 210.72 feet, a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY COA" set 39.50 feet Left of Ronald Reagan Baseline Station 2546+24.23, for the Beginning of Control of Access (COA), passing at an arc length of 609.93 feet, a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY COA" set 39.50 feet Left of Ronald Reagan Baseline Station 2550+25.12, for the End of COA, and continuing an additional arc length of 174.15, for a total arc length of **784.08** feet, a delta angle of **04°47'58"**, and a chord which bears **North 06°33'04" West** a distance of **783.85** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 39.50 feet Left of Ronald Reagan Baseline Station 2552+00.00;
- 2) **North 09°47'33" West** a distance of **223.01** feet a 1/2-inch rebar with cap stamped "HAYNIE CONSULTING" found, 40.12 feet Left of Ronald Reagan Baseline Station 2554+23.96 in the existing West ROW line of Ronald Reagan Boulevard (Variable Width ROW) and the common East line of the remainder of said 17.50 acre tract;



K:\20087 - WillCo Ronald Reagan\Descriptions\Parcel 14 PT 1.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



MATCHLINE SHEET 4
SHEET 3

B. MANLOVE SURVEY
ABSTRACT No. 417

SANTA RITA COMMERCIAL, LLC
TRACT 3
REMAINDER (17.50 ACRES)
DOC. NO. 2014012340
O.P.R.W.C.T.

SANTA RITA INVESTMENTS, LTD
TRACT 1
REMAINDER (108.026 ACRES)
DOC. NO. 2020111915
O.P.R.W.C.T.

STEGER
BIZZELL

CITY OF LIBERTY HILL
(0.92 ACRES)
DOC. NO. 2024005959
O.P.R.W.C.T.

CITY OF LIBERTY HILL
(0.93 ACRES)
DOC. NO. 2024005960
O.P.R.W.C.T.

CITY OF LIBERTY HILL
(6.40 ACRES)
DOC. NO. 2017014139
O.P.R.W.C.T.

14 PART 1

P.O.B.
GRID COORDINATES
N: 10,217,287.37
E: 3,080,116.58
STA 2544+12.62
OFF 39.50' LT

STA 2544+11.96
OFF 24.46' LT

L=399.21'
PROPOSED
R.O.W. LINE

BEGIN COA
STA 2546+24.23
OFF 39.50' LT

CBD
SETSTONE

WILLIAMSON COUNTY, TEXAS
(50.016 ACRES)
DOC. NO. 2004032994
O.P.R.W.C.T.

RONALD REAGAN BLVD
(R.O.W. VARIES)

LINE DATA		
LINE	BEARING	LENGTH
L1	S88° 20' 46" W	15.06'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	04° 47' 58"	9,360.50'	784.08'	N06° 33' 04" W 783.85'
C2	06° 54' 05"	8,375.00'	1,008.77'	S08° 07' 17" E 1,008.16'

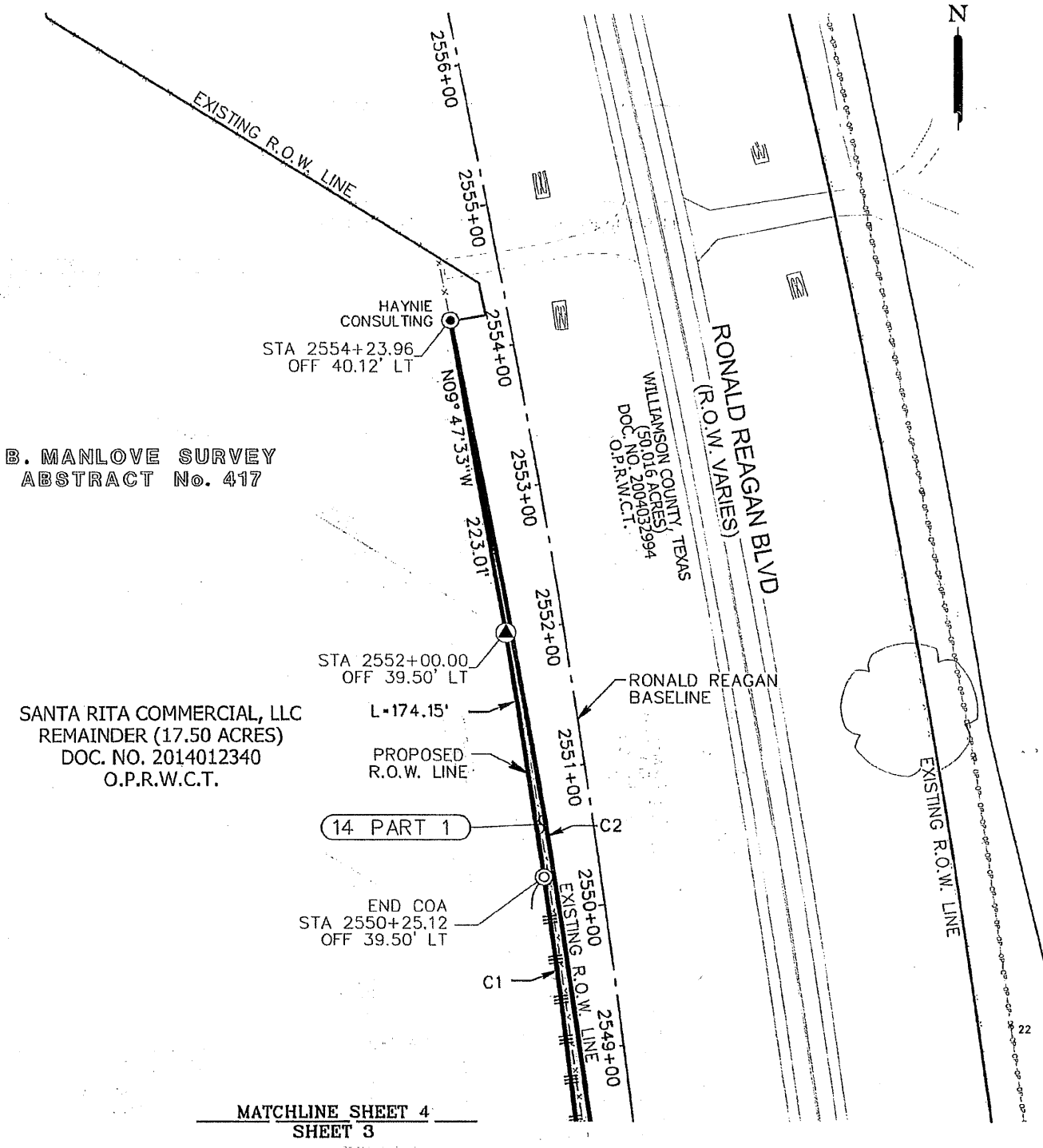
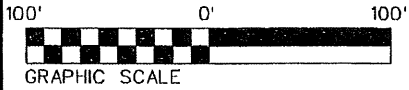
LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
SANTA RITA COMMERCIAL, LLC

02/14/2024
REVISED 04/23/2024
PARCEL 14
PART 1
0.1956 ACRES
8,519 Sq. Ft.
SHEET 3 OF 6

SCALE 1" = 100' PROJECT RONALD REAGAN COUNTY WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION



B. MANLOVE SURVEY
ABSTRACT No. 417

SANTA RITA COMMERCIAL, LLC
REMAINDER (17.50 ACRES)
DOC. NO. 2014012340
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
(50.016 ACRES)
DOC. NO. 2004032994
O.P.R.W.C.T.

MATCHLINE SHEET 4
SHEET 3

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
SANTA RITA COMMERCIAL, LLC

02/14/2024
REVISED 04/23/2024
PARCEL 14
PART 1
0.1956 ACRES
8,519 Sq. Ft.
SHEET 4 OF 6

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- △ CALCULATED POINT
- ⊕ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY COA" SET
- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- P — PROPERTY LINE
- — SURVEY LINE
- || — || — CONTROL OF ACCESS (COA)

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE (FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203).
2. COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 04/23/2024
FRANK W. FUNK DATE
RPLS 6803



<p>10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901</p>	PARCEL PLAT SHOWING PROPERTY OF SANTA RITA COMMERCIAL, LLC		02/14/2024 REVISED 04/23/2024 PARCEL 14 PART 1 0.1956 ACRES 8,519 Sq. Ft. SHEET 5 OF 6
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
 GF NO. T-169094
 ISSUED: FEBRUARY 2, 2023
 EFFECTIVE DATE: JANUARY 23, 2023

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.1, 10.9 THROUGH 10.16, ARE NOT A SURVEY MATTER.

- 10. 2. AN OVERFLOW, FLOOD AND SUBMERGE EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 514 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 3. A PERPETUAL AND ASSIGNABLE RIGHT-OF-WAY EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 518 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 4. A DRAINAGE DITCH EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 525 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
- 5. A PIPELINE, OR PIPELINES, AND OTHER APPURTENANCES EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 826, PAGE 333 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING FURTHER AFFECTED BY PARTIAL RELEASE AND RATIFICATION RECORDED IN DOCUMENT NO. 2008036253 AND CORRECTION RECORDED IN DOCUMENT NO. 2008051479, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 6. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 939, PAGE 271 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
- 7. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2013052080 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 8. AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2018079583 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
- 17. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

PARCEL PLAT SHOWING PROPERTY OF		02/14/2024
SANTA RITA COMMERCIAL, LLC		REVISED 04/23/2024
		PARCEL 14
		PART 1
		0.1956 ACRES
		8,519 Sq. Ft.
		SHEET 6 OF 6
SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

Commissioners Court - Regular Session

44.

Meeting Date: 06/11/2024

Corridor A-2 Resolution for Condemnation

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (Lot 1 of Teichelman acres and 2.69 acres out of the Jacob Eberly survey) required for the construction of Corridor A-2. (2600 Bluebonnets LLC) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:37 AM

Started On: 06/05/2024 12:47 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being Lot 1 of Teichelman acres and 2.69 acres legally described in Exhibits "A & B" and owned by **2600 BLUEBONNETS, LLC a Texas limited liability company**, for the purpose of constructing, reconstructing, maintaining, and operating the Corridor A-2 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

Exhibit "A"

Tract One: Lot 1, Teichelman Acres, an addition to Williamson County, Texas, according to the Map or Plat recorded in Cabinet I, slide 277, Plat Records, Williamson County, Texas; also, being the same as tract of land owned by 2600 Bluebonnets, LLC as shown in General Warranty Deed recorded in Clerk's File No. 2023075568, Official Public Records, Williamson County, Texas. CAD: R314139

EXHIBIT B

2.69 ACRES

BEING 2.69 ACRES OF LAND, MORE OR LESS, OUT OF THE JACOB EBBERLY SURVEY, ABSTRACT NO. 923, WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF A TRACT CONVEYED TO HOWARD E. TEICHELMAN, JR., ET UX, AND DESCRIBED AS TRACT 2 INADEED RECORDED IN DOCUMENT NO. 2011011311, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JUNE 14TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at-a 1/2 inch iron rod with pink cap stamped "TLS" set in the west right-of-way margin of FM 973, marking the southeast comer of a tract conveyed to Samsung Austin Semiconductor, LLC, and described in deed recorded in Document No. 2021184141, of said Official Public Records, for the northeast comer of said Howard Teichelman tract and this tract, from which an iron rod with yellow cap stamped "Atwell LLC" found, bears N 07°42'06" E 253.40 feet, also from which an iron rod with yellow cap stamped "Atwell LLC" found, bears N 49°06'45" E, 2.00 feet;

THENCE: S 07°26'11" W, 262.79 feet with the said west margin of said FM 973 and the east line of said Howard Teichelman tract to a 1/2 inch iron rod found, for the southeast comer of said Howard Teichelman tract and this tract;

THENCE: N 82°27'22" W, with the east-west running west margin of said FM 973 and the south line of said Howard Teichelman tract at 20.00 feet passing a 1/2 inch iron rod with pink cap stamped "TLS" set, marking the northeast corner of Lot 1, Teichelman Acres, said plat recorded in Cabinet I, Slide 277, Plat Records, Williamson County, Texas, continuing with the north line of said Lot 1 and the south line of said Howard Teichelman tract in all 447.09 feet to a 1/2 inch iron rod found, marking the northwest corner of said Lot 1, for the southwest corner of said Howard Teichelman tract and this tract, from which a 1/2 inch iron rod found in the east-west running east line of a tract conveyed to the M. Moore Family Farms, LLC, and described in deed recorded in Document No. 20180972261 of said Official Public Records, marking the southwest corner of said Lot 1, bears S 07°20'23" W, 299.67 feet;

THENCE: N 08°18'14" E, 263.72 feet with the west line of said Howard Teichelman tract to a 1/2 inch iron rod found in the south line of said Samsung tract, marking the northeast comer of said Moore tract, for the northwest corner of said Howard Teichelman tract and this tract, from which a 1/2 inch iron rod found, marking an angle point of said Moore tract, bears N 82°11'40" W, 1462.58 feet;

THENCE: S 82°20'21" E, 443.10 feet with the south line of said Samsung tract and the north line of said Howard Teichelman tract to the POINT OF BEGINNING, containing 2.69 acres of land, more or less.

Commissioners Court - Regular Session

45.

Meeting Date: 06/11/2024

Wilco Donation Deed to City of Liberty Hill

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Donation Deed of 0.576 acres on Stubblefield Lane owned by Williamson County to the City of Liberty Hill in exchange for right of way required for the construction of the Liberty Hill Bypass construction project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

deed

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:01 AM

Started On: 06/05/2024 01:02 PM

DEED

Liberty Hill Bypass Surplus Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00), the donation to Grantor of certain right of way required for Grantor's proposed Ronald Reagan Widening Segment B roadway project, and other good and valuable consideration to Grantor in hand paid or provided by the City of Liberty Hill, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto **CITY OF LIBERTY HILL, TEXAS, a Texas Type A general law municipality**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being a 0.576-acre (25,074 square foot) parcel of land out of the Henry Field Survey, Abstract No. 233 in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 43REM**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Liberty Hill, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Liberty Hill, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature on following page]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2024 by Bill Gravell, Jr. in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

ACKNOWLEDGED AND ACCEPTED:

CITY OF LIBERTY HILL, TEXAS

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Liberty Hill
Attn: City Secretary
926 Main Street
Liberty Hill, Texas 78642

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: 45REM
Tax ID: R021981
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 45REM

FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.576 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap marked "Land Dev" (Surface Coordinates: N=10211877.80, E=3055297.86) monumenting the northwest corner of said 1.0 acre Cantrell First Tract and the southwest corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on the east right-of-way line of Stubblefield Lane, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 70°06'31" E** with the north boundary line of said 1.0 acre Cantrell First Tract and the south boundary line of said 1.06 acre Liberty Hill Water Supply Corp. tract for a distance of **207.94 feet** to 1/2" iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 1.0 acre Cantrell First Tract and the southeast corner of said 1.06 acre Liberty Hill Water Supply Corp. tract, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, **S 21°03'34" E** with the east boundary lines of said Cantrell First Tract and said Cantrell Second Tract, in part with the west boundary line of said 6.50 acre Mather tract, and in part with the west boundary line of the called 54.068 acre tract (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, passing at a distance of 196.99 feet a 60D nail found in concrete at a fence post 0.38 feet west of this line, in all a total distance of **213.62 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said

County: Williamson
Parcel No.: 45REM
Tax ID: R021981
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869


Cantrell Second Tract and the northeast corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, same being an angle point on said west boundary line of the 54.068 acre Harlow Tract, bears S 21°03'34" E for a distance of 203.87 feet;

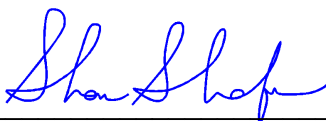
THENCE, through the interior of said Cantrell First Tract and said Cantrell Second Tract with a curve to the right an arc length of **287.61 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **7°00'44"** and a chord which bears **N 67°24'03" W** for a distance of **287.43 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of Stubblefield Lane, for the southwest corner hereof, from which a 80D nail found monumenting the southwest corner of said Cantrell First Tract and the northwest corner of said Cantrell Second Tract, same being on said east right-of-way line of Stubblefield Lane, bears S 20°53'36" E for a distance of 187.35 feet;

THENCE, **N 20°53'36' W** with the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of Stubblefield Lane for a distance of **19.43 feet** to the **POINT OF BEGINNING** hereof and containing 0.576 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

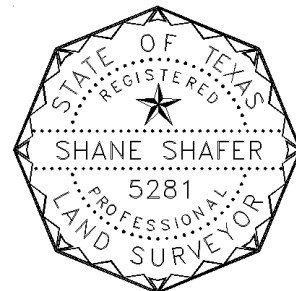
A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900



November 16, 2020

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\ 2020 Liberty Hill SH 29 Bypass WA#1\ PARCELS FINAL LTS SURVEYS\PARCEL 45 ROW AND REM LTS\PARCEL 45REM SH 29 BYPASS LH m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
 PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

(A) 1/2"

SCALE: 1" = 60'

LIBERTY HILL WATER SUPPLY CORP.
 CALLED 1.06 AC.
 DOC. NO. 2000053600

P.O.B.
 SURFACE COORDINATES:
 N=10211877.80
 E=3055297.86

RAYMOND G. CANTRELL
 AND WIFE, PAMELA L. CANTRELL
 CALLED 1.0 ACRE (FIRST TRACT)
 VOL. 2179, PG. 659

JAMES WAYNE MATHER
 CALLED 6.50 AC.
 DOC. NO. 2006068763

R021981
 PARCEL 45REM
 0.576 AC.

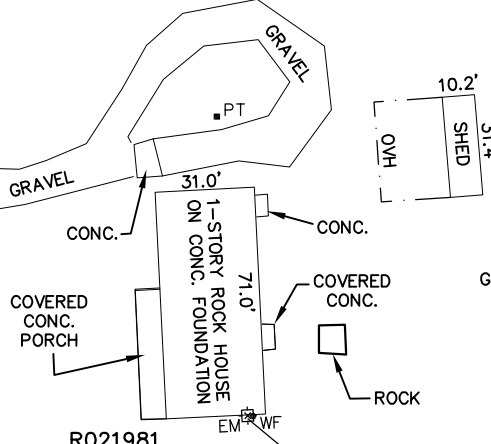
JOSEPH M GLASSCOCK SURVEY
 ABSTRACT NO. 254

HENRY FIELD SURVEY
 ABSTRACT NO. 233

PROPOSED RIGHT-OF-WAY
 PARCEL 45ROW
 TO BE CONVEYED BY
 SEPARATE INSTRUMENT

SEE DETAIL 'A'
 SHEET 2 OF 3

PENIZE, LLC
 CALLED 9.1965 ACRES
 DOC. NO. 2015012435



J. PATRICK HARLOW AND
 LISA M. HARLOW
 CALLED 54.068 ACRES
 (TRACT 2)
 DOC. NO. 9639594

RAYMOND G. CANTRELL
 AND WIFE, PAMELA L. CANTRELL
 CALLED 1.0 ACRE (SECOND TRACT)
 VOL. 2179, PG. 659

POSSIBLE LOCATION OF
 150' RADIUS
 SANITARY CONTROL EASEMENT
 DOC. NO. 2000052340

APPROX. LOCATION OF
 CALLED 0.171 AC.
 WATER LAND AND
 SHARED WELL EASEMENT
 DOC. NO. 2016052588

WILLIAMSON COUNTY, TEXAS
 CALLED 1.224 ACRES
 DOC. NO. 2016043602

PARCEL 45REM
 SHEET 1 OF 3

DIAMOND SURVEYING, INC.
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
 (512) 931-3100
 T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

EASEMENT INFORMATION
(SEE SHEET 1 OF 3)

E1	FIDEL G. LOZA TRACT 2 - ACCESS EASEMENT DOC. NO. 2016039911
E1	WILLIAMSON COUNTY, TEXAS 30' ACCESS EASEMENT DOC. NO. 2016043602

OWNERSHIP INFORMATION
(SEE SHEET 1 OF 3)

A	CAR-MA FAMILY LIMITED PARTNERSHIP CALLED 90.451 ACRES (TRACT 1) DOC. NO. 2018093046
---	---

LINE TABLE

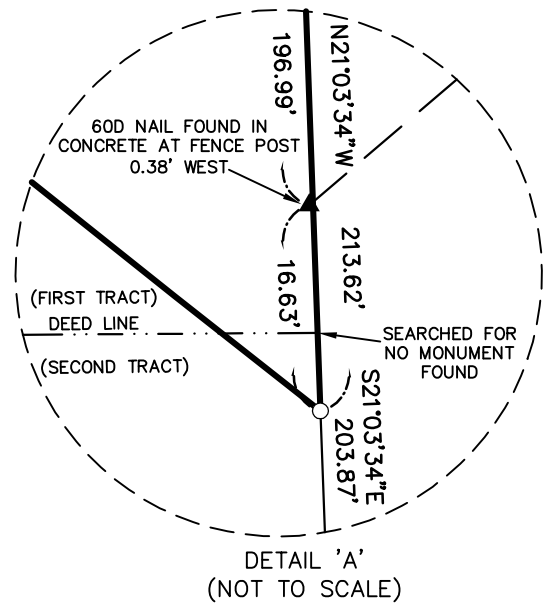
LINE	BEARING	DISTANCE
L1	N20°53'36"W	19.43'
L2	S69°08'46"W	29.65'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	287.61'	7°00'44"	N67°24'03"W	287.43'

LEGEND

- IRON ROD FOUND
- ▲ NAIL FOUND
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ▽ CALCULATED POINT
- ^{PP} POWER POLE
- ^{PP} POWER POLE WITH ELECTRIC METER
- DOWN GUY
- ^{TP} TELEPHONE PEDESTAL
- ^{MB} MAIL BOX
- ⊕^{EM} ELECTRIC METER
- ^{WF} WATER FAUCET
- ^{CONDUIT} CONDUIT
- ^{PT} PROPANE TANK
- x — x — x — WIRE FENCE
- ou — ou — OVERHEAD UTILITY LINE
- // — // — EDGE OF PAVEMENT
- ····· — APPROXIMATE SURVEY LINE
- - - - - PROPOSED RIGHT-OF-WAY
- OVH OVERHANG
- CONC. CONCRETE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



PARCEL 45REM
SHEET 2 OF 3

<> **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2049393-KFD, which bears an effective date of September 4, 2020 and an issued date of September 17, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10g) Easement granted to Texas Power & Light Company by instrument recorded in Volume 235, Page 91, Deed Records, Williamson County, Texas. Not a part of subject tract.

10h) Easement granted to the Liberty Hill Water Supply Corporation by instrument recorded in Document No. 2000052340, Official Public Records, Williamson County, Texas. The possible location of the 150 foot radius Sanitary Control Easement is shown hereon.

10i) Terms, conditions and stipulations of that certain License Agreement recorded in Document No. 2016052588, Official Public Records, Williamson County, Texas. The subject tract is a part of said License Agreement, the approximate location of the 0.171 acre Water Line and Shared Well Easement is shown hereon.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 13, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



Shane Shafer

NOVEMBER 16, 2020

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

PARCEL 45REM
SHEET 3 OF 3

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session

46.

Meeting Date: 06/11/2024

Interlocal Agreement with City of Copeland for CR 458

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Copeland, Texas and Williamson County, Texas in the design and construction costs related to the CR 458 project. Funding Source: Road Bonds P678

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 09:58 AM

Started On: 06/05/2024 01:54 PM

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF COUPLAND, TEXAS, AND
WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE COUNTY ROAD 458 PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Coupland, Texas (“City”), a Texas general law Type-B municipality, and Williamson County, a political subdivision of the State of Texas (“County”). In this Agreement, City and the County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing improvements to County Road 458 from the Williamson / Travis County Line to SH 95, as shown in Exhibit “A” attached hereto (“County Project”);

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project.

**II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT**

2.01 Design of County Project. The County shall be responsible for contracting with a firm (“Design Firm”) regarding the engineering and design for the County Project and shall ensure that the design includes the following:

Reconstruction of existing CR 458 to a two-lane facility with drainage improvements.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the

County Project ("Project Cost"). The estimated Project Cost is \$7,333,000, which includes all costs related to the County Project; except that City is solely responsible for the relocation of any City utilities.

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

2.04 Inspection. City may inspect all aspects of the County Project during construction. Upon receipt of notification from City that City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III. CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the County Project on and within City property.

3.02 Permission to Acquire ROW. The City agrees to allow the County to acquire easements and right-of-way for the County Project, through condemnation or otherwise, within the City's boundaries. The City further agrees to provide the right-of-way footprint to potential developers and acquire the right-of-way through the development process to the extent possible.

3.03 Operation and Maintenance After Acceptance. City agrees to be responsible for the operation and maintenance of the County Project improvements within the City's territorial limits after completion and acceptance by the City.

3.04 City Payment. The City shall pay the County for the County Project in an amount not to exceed ONE HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$150,000.00) for the design, right-of-way acquisition, and construction, including relocation costs utilities not owned by the City (together "City Participation Amount"). The County will submit an invoice for the City Participation Amount upon award of the construction contract.

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

3.06 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD-PARTY PURSUANT THIS AGREEMENT.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings

or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

COUPLAND: City of Coupland.
Mayor Russell Schmidt
PO Box 581
Coupland, Tx 78615

COUNTY: 710 S. Main Street
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF COUPLAND, TEXAS

By: Mayor of Coupland

Name: Russell Schmidt

Its: *[Signature]*

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 5th day of June, 2024, by Russell Schmidt as Mayor of the City of Coupland, Texas, on behalf of said City.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this
_____, by Bill Gravell, Jr., County Judge of Williamson County,
Texas, on behalf of said County.

Notary Public, State of Texas

Commissioners Court - Regular Session

47.

Meeting Date: 06/11/2024

Bagdad Rd. @ CR 278 Purchase Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with JBS Holdings LP for 3.854 acres needed as right of way on the Bagdad Rd. @ CR 278 project. (parcel 6). Funding Source: Road Bond P438

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:06 AM

Started On: 06/06/2024 09:17 AM

REAL ESTATE CONTRACT
CR 278 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JBS HOLDINGS, LP**, a Texas limited partnership (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 3.854 acre (167,874 Sq. Ft.) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 6)**

together with all and singular the rights and appurtenances pertaining to said real property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of TWO HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED NINETEEN and 00/100 Dollars (\$227,119.00).

Pursuant to the terms of that certain Possession and Use Agreement for Transportation Purposes, recorded under Document No. 2018029559 of the Official Records of Williamson County, Texas, Purchaser has previously paid Seller the amount of \$204,407.00, which amount was to be deducted from any final purchase price or settlement amount. Therefore, the remaining Purchase Price now due and owing for completion of this transaction is **TWENTY-TWO THOUSAND SEVEN HUNDRED THREE and 00/100 Dollars (\$22,703.00).**

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other immediately available funds at the Closing.

Special Provisions

2.03. Unless otherwise agreed with Seller in writing, at all times prior to and during Purchaser's construction of the CR 279 Improvements (as defined below), Seller shall have reasonable access and/or ingress to or egress from Seller's remainder property over and across the existing driveway areas within the Property. As part of Purchaser's construction of the CR 279 Improvements, Purchaser will construct driveways between County Road 279 roadway facility and the remaining property of Seller, at the locations and in substantial compliance with the design plans and specifications attached hereto and incorporated herein as Exhibit "B". Seller agrees to allow Purchaser, its contractors and agents to temporarily enter the remaining property of Seller solely in the limited area and duration as necessary to carry out the construction obligations of this paragraph. This Section 2.03 shall survive Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES 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: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT. THIS PARAGRAPH SHALL SURVIVE CLOSING.

4.02. The Property is being conveyed to Purchaser under threat of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are "severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 4.02 shall survive Closing.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office Heritage Title Company, ("Title Company"), on or before July 15, 2024, or at such other time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date"). If the Title Commitment obtained or to be obtained by Purchaser from the Title Company for the Property (the "Title Commitment") shows any monetary lien on the Property and Seller is unable to obtain a release of such lien with respect to the Property from the applicable lienholder(s) by payoff out of the Purchase Price proceeds at Closing or through other means, Closing shall be extended until the date that Seller is able to obtain such lien release, provided Purchaser is given at least 5 days' notice in advance of the new date that Closing will occur.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions set forth on Schedule B of the Title Commitment; and
- (c) Any other exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The survey exception shall be deleted at Purchaser's sole expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price in accordance with Section 2.02.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee, if any, shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to terminate this Contract by written notice to Purchaser and receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract. This Contract is not assignable by Purchaser except to another governmental body with the power of condemnation.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser to the extent allowed by law each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a

policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the later of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below, and executed on behalf of Seller, which date is indicated beneath the Seller's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages to follow]

SELLER:

JBS HOLDINGS, LP

By: JBSH Management, LLC, its general partner

By:  Sheri Krause (Jun 6, 2024 09:13 CDT)

Name: Sheri Krause

Title: Managing partner

Date: Jun 6, 2024

Address:

JBS Holdings, LP
3605 Balcones Drive
Austin, Texas 78731
Attn: Sheri Krause

with copies to:
Winston Krause, Esq.
504 West 13th Street
Austin, Texas 78701

Christopher K. Bell, Esq.
806 West 10th Street, Suite B
Austin, Texas 78701

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 6
Highway: Bagdad Road
Limits: From: 1,500' North of C.R. 278
To: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 3.854 ACRE (167,874 SQ. FT.) PARCEL OF LAND, LOCATED IN THE HENRY FIELD SURVEY, ABSTRACT 233, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 99.57 ACRE TRACT OF LAND, TRACT NO. 2, DESCRIBED IN A DEED TO JBS HOLDINGS, LP, RECORDED IN DOCUMENT NUMBER 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.854 ACRE (167,874 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the south line of said remainder of a called 99.57 acre tract, same being the north line of a 6.829 acre tract of land as described in a deed to Williamson County, Texas, recorded in Document No. 2014076251, O.P.R.W.C.TX.;

THENCE S 87°55'30" E, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 86.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.73 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 557+97.02 on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,203,935.17, E:3,059,759.68) and the southwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, with the proposed west right-of-way line of said Bagdad Road, over and across said remainder of a called 99.57 acre tract, the following five (5) courses and distances numbered 1-5:

- 1) N 43°14'37" E, a distance of 60.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of Bagdad Road E.C.S. 558+40.24,
- 2) N 01°25'43" W, a distance of 663.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 125.96 feet left of Bagdad Road E.C.S. 564+96.82,
- 3) N 01°26'02" E, a distance of 200.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.63 feet left of Bagdad Road E.C.S. 567+01.01,
- 4) N 01°25'43" W, a distance of 600.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.99 feet left of Bagdad Road E.C.S. 573+05.96, and
- 5) N 04°16'55" E, a distance of 53.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 119.42 feet left of Bagdad Road E.C.S. 573+58.91 on the north line of said remainder of a called 99.57 acre tract, same being the south line of a 126.90 acre tract of land, described as Tract No. 1 in said deed to JBS Holdings, LP, said point being the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found for the northwest corner of said remainder of a called 99.57 acre tract and the southwest corner of said 126.90 acre tract bears S 69°01'35" W, a distance of 2,862.97 feet;

6) **THENCE** N 69°01'35" E, continuing with the proposed west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 126.90 acre tract, a distance of 91.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 32.96 feet left of Bagdad Road E.C.S. 573+89.11 on the existing west right-of-way line of Bagdad Road, no record information found, for the northeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 5/8-inch iron rod found on the existing west right-of-way line of said Bagdad Road, for the most easterly northeast corner of said 126.90 acre tract bears N 02°13'31" W, a distance of 754.50 feet;

THENCE departing both the proposed west right-of-way line of said Bagdad Road, with the existing west right-of-way line of said Bagdad Road, the following two (2) courses and distances numbered 7-8:

- 7) S 02°13'31" E, a distance of 354.59 feet to a calculated point 29.83 feet left of Bagdad Road E.C.S. 570+34.54, and
- 8) S 02°01'22" E, a distance of 1,234.82 feet to a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found 14.34 feet right of Bagdad Road E.C.S. 557+98.85, for the northeast corner of said 6.829 acre tract, the southeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the existing west right-of-way line of said Bagdad Road, for the southeast corner of said 6.829 acre tract bears S 02°01'22" E, a distance of 127.44 feet;

9) **THENCE** S 87°55'30" W, departing the existing west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 162.08 feet to the **POINT OF BEGINNING**, and containing 3.854 acres (167,874 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000140

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 17th day of May, 2017.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- O.R.W.C.TX. DEED 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)

ENGINEER'S CENTERLINE
 CURVE DATA
 PT Std 561+74.65
 N = 10,205.744.92
 E = 3,060.326.32
 Δ = 03°42'32" (RT)
 D = 01°08'45"
 L = 323.66'
 T = 161.88'
 R = 5100.00'
 PC Std 580+12.76
 PT Std 583+36.42

COUNTY ROAD 279
 (BAGDAD ROAD)
 (NO RECORD FOUND)

PROPOSED R.O.W.

N01°25'43"W 663.46'

BAGDAD ROAD
 ENGINEER'S CENTERLINE

PC 560+12.76

561+00

(S00°02'30"E 1,362.29')

EXISTING R.O.W.

P.O.R. W/PCAP "WALKER 5283"
 (S02°01'28"E 127.44')

W/PCAP "WALKER 5283"
 557.98.85
 14.34 RT

558+00

WILLIAMSON COUNTY, TEXAS
 CALLED 6.829 AC.
 DOC. NO. 2014076251
 O.P.R.W.C.TX.

P.O.B. GRID
 N:10203935.17
 E:3059759.68
 557.97.02
 147.73 LI

S87°55'30"E 86.16'

P.O.C. W/PCAP "WALKER 5283"

JBS HOLDINGS, LP
 REMAINDER OF A
 CALLED 99.57 AC.
 TRACT NO. 2
 DOC. NO. 2002103000
 O.P.R.W.C.TX.

⑥
 HENRY FIELD SURVEY
 ABSTRACT NO. 233



GRAPHIC SCALE
 SCALE: 1" = 50'
 WILLIAMSON COUNTY, TEXAS

FILE: \\saming\aus\PROJECTS\1016036782\100\Survey\02Base\0GN V81\Parcel\SP-6-1.dgn
 EXISTING *92.846 AC. ACQUIRE 3.854 AC.

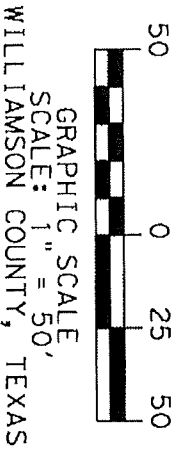
REMAINING 88.992 AC. LEFT

REF. FIELD NOTE NO. 32406
 PAGE 4 OF 8



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10094300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 JBS HOLDINGS, LP
 PARCEL 6
 3.854 AC. (167, 874 SQ. FT.)



JBS HOLDINGS, LP
REMAINDER OF A
CALLED 99.57 AC.
TRACT NO. 2
DOC. NO. 2002103000
O.P.R. W. C. TX.

PROPOSED R.O.W.

N01° 25' 43" W 663.46'

564+96.82
125.96' LT

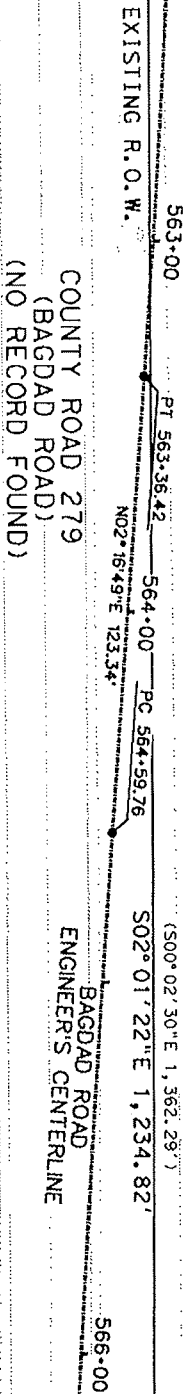
N01° 26' 02" E 200.25'

ENGINEER'S CENTERLINE
CURVE DATA
PI ST0 561+74.65
N = 10,205,744.92
E = 3,060,326.32
Δ = 03° 42' 32" (RT)
D = 01° 08' 45"
L = 323.66'
T = 161.88'
R = 5,000.00'
PC ST0 560+12.76
PT ST0 563+36.42

⑥

HENRY FIELD SURVEY
ABSTRACT NO. 233

ENGINEER'S CENTERLINE
CURVE DATA
PI ST0 566+96.74
N = 10,206,426.72
E = 3,060,346.10
Δ = 04° 00' 00" (LT)
D = 00° 52' 53"
L = 433.79'
T = 226.99'
R = 6,500.00'
PC ST0 564+59.76
PT ST0 569+13.54



LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ 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)

EXISTING R.O.W.

PROPOSED R.O.W.

COPPER RIDGE INVESTMENTS, INC.
CALLED 23.14 AC.
DOC. NO. 2016091071
O.P.R. W. C. TX.
CORRECTED IN
DOC. NO. 2016092650
O.P.R. W. C. TX.

FILE: \\samin\cvaus\PROJECTS\1016036782\100\SURVEY\02Base\VDN V81\Parcels\p-6-2.dgn
EXISTING *92.846 AC. ACQUIRE 3.854 AC. REMAINING 88.992 AC. LEFT

REF. FIELD NOTE NO. 32406
PAGE 5 OF 8

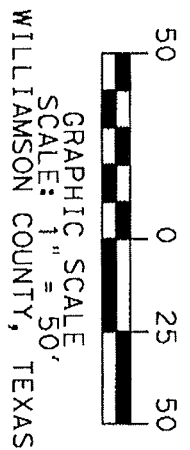


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX (512) 326-3029
Texas Survey Registration No. 10084-000

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 SQ. FT.)

ENGINEER'S CENTERLINE
 CURVE DATA
 PI STN 566+86.74
 N = 10,206,256.72
 E = 3,060,346.70
 Δ = 04°00'00" (LTI)
 D = 00°52'53"
 L = 453.79'
 T = 226.99'
 R = 6,500.00'
 PC STN 564+59.75
 PT STN 569+13.54

JBS HOLDINGS, LP
 REMAINDER OF A
 CALLED 99.57 AC.
 TRACT NO. 2
 DOC. NO. 2002103000
 O.P.R.W.C. TX.



N01°25'43"W 600.84'

PROPOSED R.O.W.

567+01.01
 12+83 LT

HENRY FIELD SURVEY
 ABSTRACT NO. 233

(S00°02'30"E 1,362.29')
 S02°01'22"E 1,234.82'

EXISTING R.O.W.

570+34.54
 29.83' LT

(S00°14'30"E 354.49')
 S02°13'31"E 354.59'

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
 - 1/2" IRON ROD FOUND UNLESS NOTED
 - FENCE POST (TYPE NOTED)
 - △ CALCULATED POINT
 - ⊞ PROPERTY LINE
 - () RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.O.R. POINT OF REFERENCE
 - N.T.S. NOT TO SCALE
 - D.R.W.C. TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.R.W.C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- 1/4 -----
 DISTANCE NOT TO SCALE
 DEED LINE (COMMON OWNERSHIP)

BAGDAD ROAD
 ENGINEER'S CENTERLINE
 N01°43'11"W 518.22'

571+00 DEED LINE

COUNTY ROAD 279
 (BAGDAD ROAD)
 (NO RECORD FOUND)

EXISTING R.O.W.

COPPER RIDGE INVESTMENTS, INC.
 CALLED 23.14 AC.
 DOC. NO. 2016081071
 O.P.R.W.C. TX.
 CORRECTED IN
 DOC. NO. 2016092650
 O.P.R.W.C. TX.

FILE:\sgaming\gas\PROJECTS\1016036782\100\Survey\02Base\VDGN V81\Parcels\p-6-3.dgn
 EXISTING *92.846 AC. ACQUIRE 3.854 AC. REMAINING 88.992 AC. LEFT

REF. FIELD NOTE NO. 32406
 PAGE 6 OF 8



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Reg. No. 1004400

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 JBS HOLDINGS, LP
 PARCEL 6
 3.854 AC. (167,874 SQ. FT.)

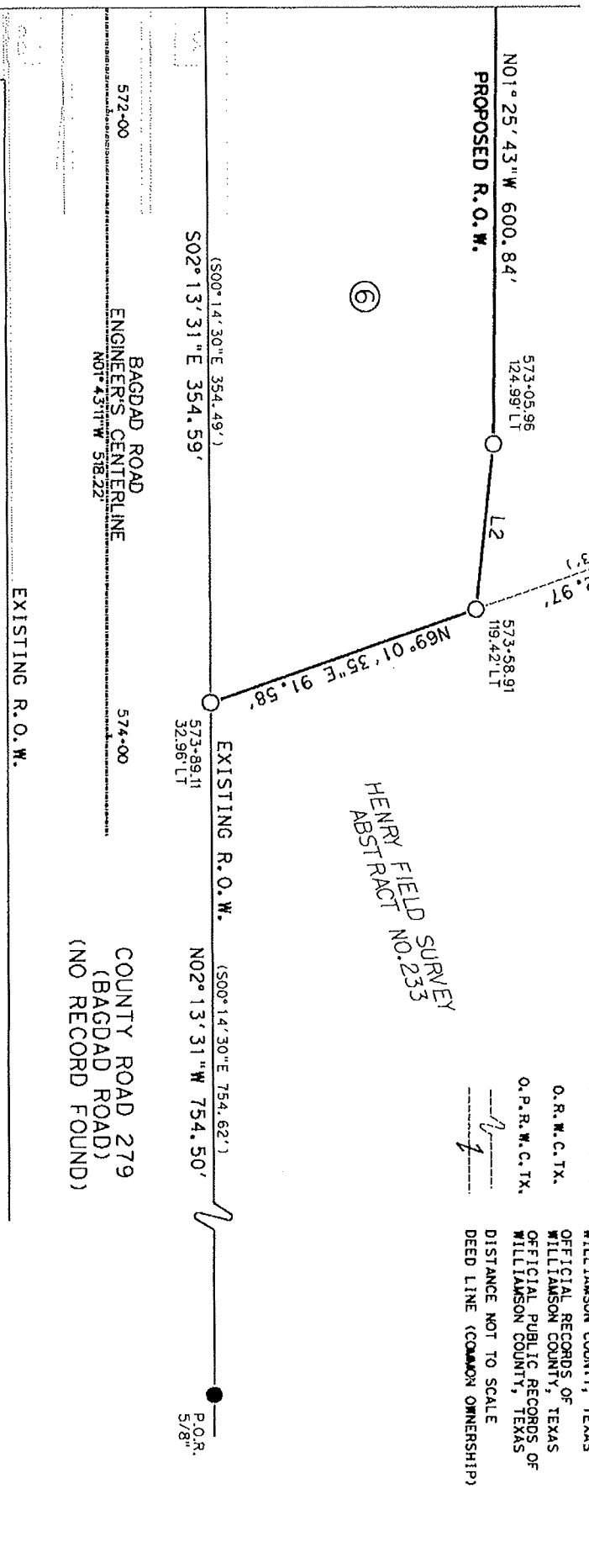
JBS HOLDINGS, LP
REMAINDER OF A
CALLED 99.57 AC.
TRACT NO. 2
DOC. NO. 2002103000
O.P.R. W.C. TX.

JBS HOLDINGS, LP
CALLED 126.90 AC.
TRACT NO. 1
DOC. NO. 2002103000
O.P.R. W.C. TX.

HENRY FIELD SURVEY
ABSTRACT NO. 233

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
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- 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)



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

FILE: \\scamine\users\PROJECTS\1016036782\100\Survey\02Bosea\DN V81\Parcel\SP-6.4.dgn
EXISTING *92.846 AC. ACQUIRE 3.854 AC. REMAINING 88.992 AC. LEFT

GG7 LP
CALLED 10.01 AC.
DOC. NO. 2009043506
O.P.R. W.C. TX.

COUNTY ROAD 279
(BAGDAD ROAD)
(NO RECORD FOUND)

EXISTING R.O.W.



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Equal Opportunity Employer

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 SQ. FT.)

PAGE 7 OF 8
REF. FIELD NOTE NO. 32406

LINE NO.	BEARING	DISTANCE
L1	N01°26'02"E	200.25'
L2	N04°16'55"E	53.25'

LINE TABLE

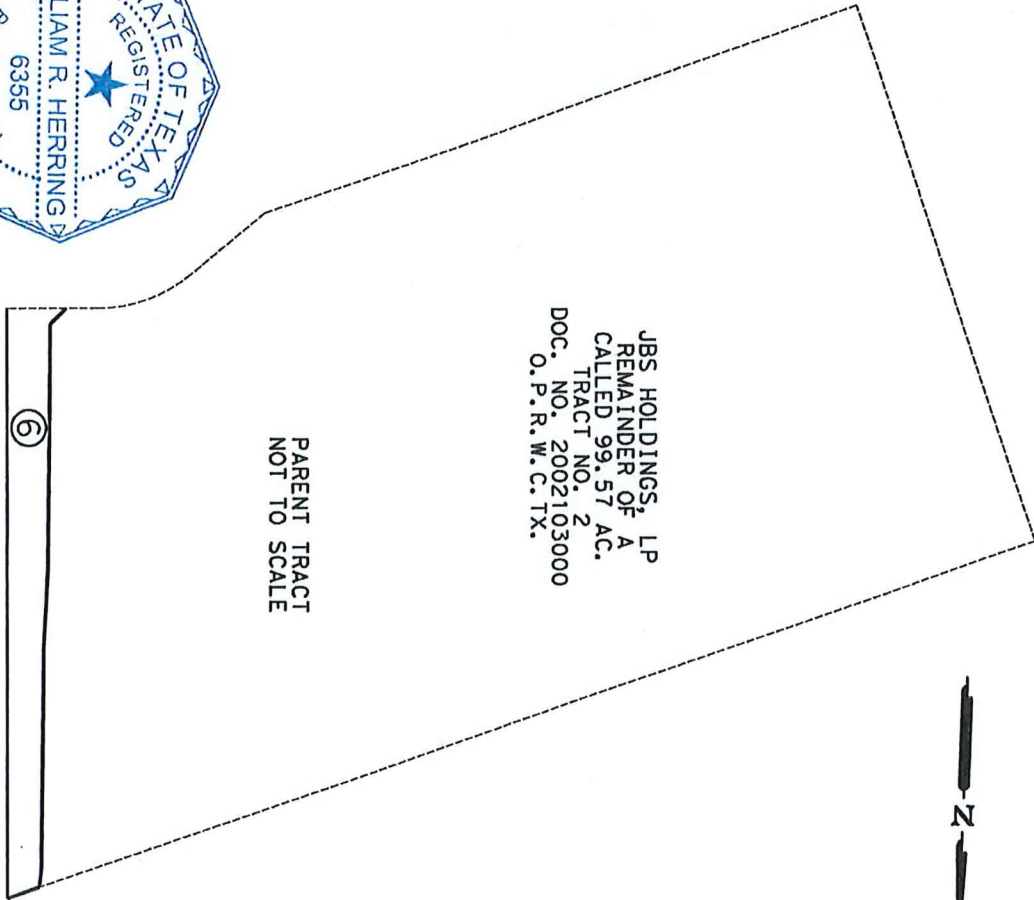
NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVDS8 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00014. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING 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 FIRST NATIONAL TITLE INSURANCE COMPANY, FILE NO. 16-285062-GT, EFFECTIVE DATE FEBRUARY 2, 2017 AND ISSUED DATE FEBRUARY 8, 2017, NO ADDITIONAL RESEARCH WAS PERFORMED FOR ANY EASEMENTS AND OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT SUBJECT TRACT.
3. BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.
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.

William R. Herring
 WILLIAM R. HERRING
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6355, STATE OF TEXAS
 DATE 5/17/17



FILE: \\sami\inc\us\PROJECTS\1016035782\100\Survey\02Bbase\DGN v8\parcel\sp-6-4.dgn
 EXISTING *92.846 AC. ACQUIRE 3.854 AC. REMAINING 88.992 AC. LEFT

REF. FIELD NOTE NO. 32406
 PAGE 8 OF 8



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
Texas Reg. Registration No. 10064000

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 JBS HOLDINGS, LP
 PARCEL 6
 3.854 AC. (167,874 SQ. FT.)

EXHIBIT "C"

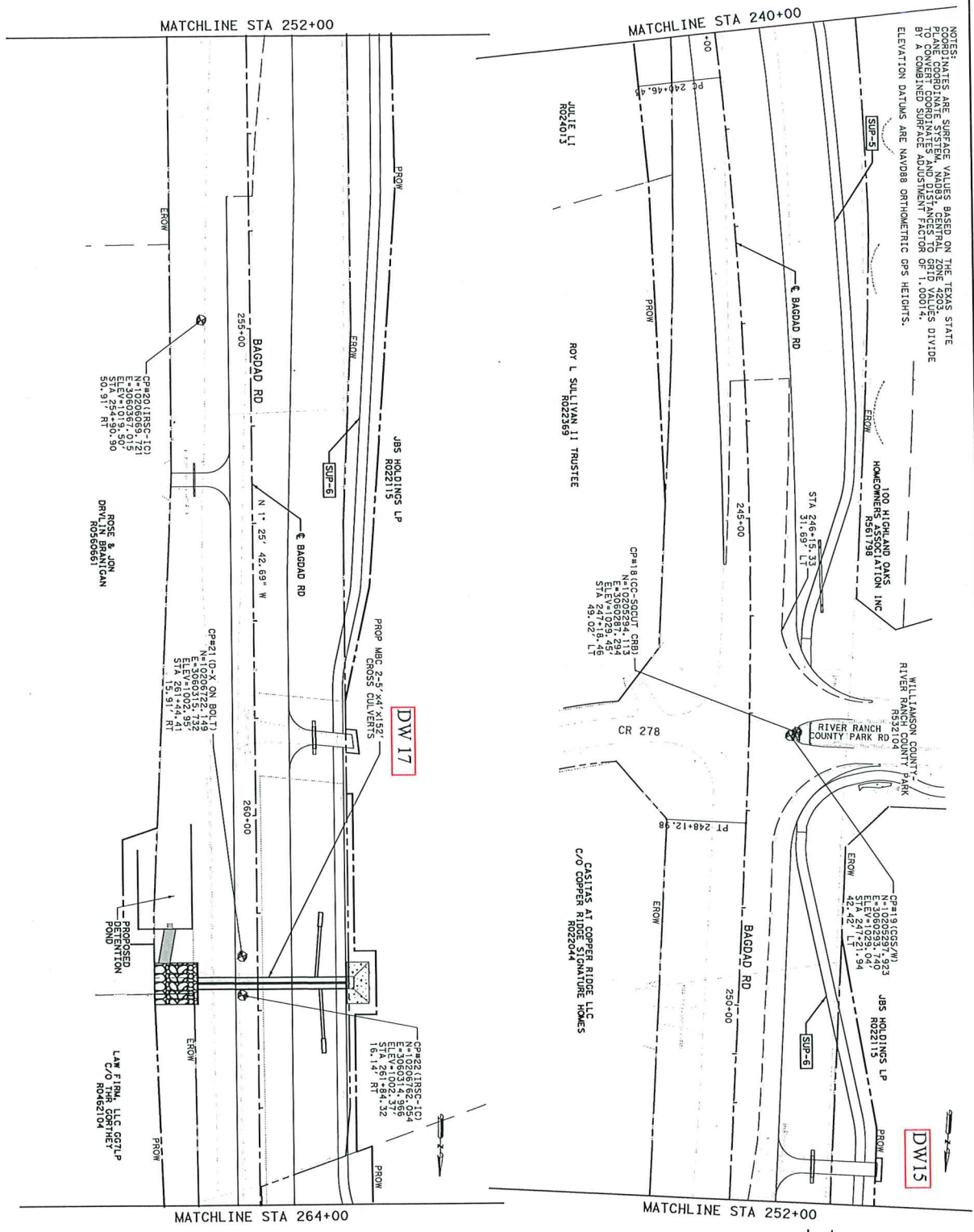
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DATE: 3/29/2023 6:14:50 PM

USER: rbecor1

PENTABLE: Bagdad.tb1

PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt

100% SUBMITTAL



NOTES:
COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE COORDINATE SYSTEM, NAD83, CENTRAL ZONE 4205 DIVIDE BY A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014. ELEVATION DATUMS ARE NAVD88 ORTHOMETRIC GPS HEIGHTS.

DW15

DW17

LEGEND:

- EXIST R.O.W.
- PROP R.O.W.
- PROP EASEMENT/ ACCESS AGREEMENT
- CONTROL POINT

NO.	DATE	REVISION	APPROVED

RYAN H. HINSON
135528
PROFESSIONAL ENGINEER
STATE OF TEXAS

3/29/2023

WILLIAMSON COUNTY

Bankley & Bartfield

2000 West Loop South, Suite 200
Houston, Texas 77056

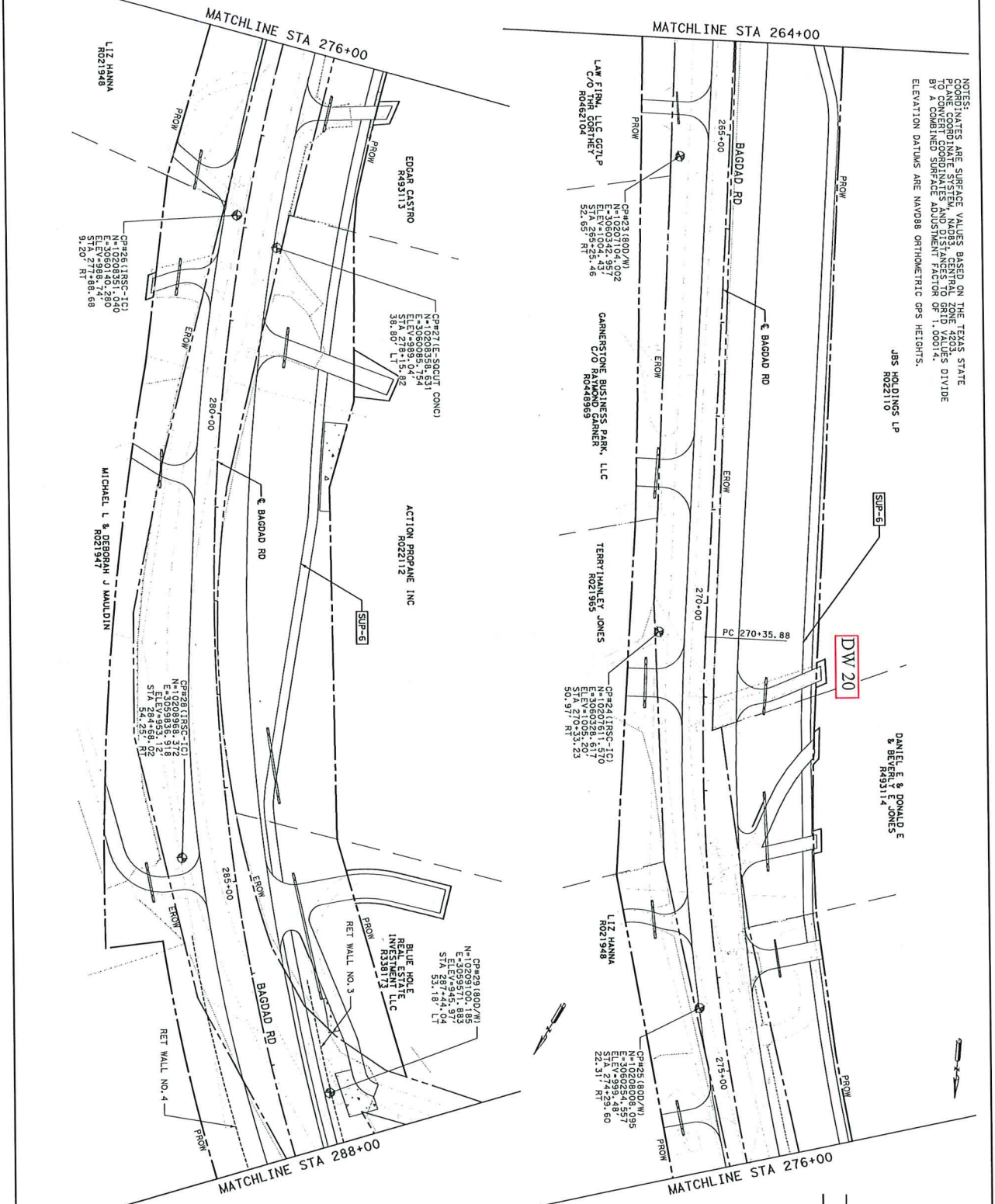
BAGDAD ROAD (CR 279)

PROJECT LAYOUT

STA 240+00 TO STA 264+00

SHEET 3 OF 5

PROJECT NO.	CR 279
HIGHWAY NO.	CR 279
STATE	TEXAS
COUNTY	WILLIAMSON
SCALE	AS SHOWN
DATE	3/29/2023
DIST.	
SECT.	
JOB	13



JBS HOLDINGS LP
R022110

DANIEL R & DONALD E
& DUC
R493114

DW 20

PC 270+35.88

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

270+00

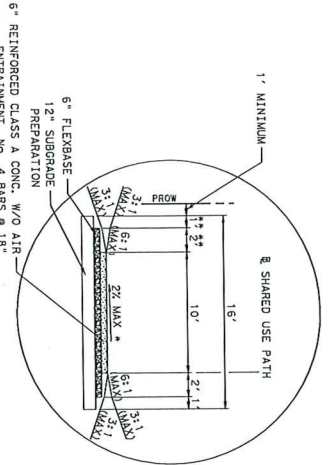
NO.	DATE	REVISION	APPROVED
0	25	50	100

LEGEND:
 --- EXIST R.O.W.
 --- PROP R.O.W.
 --- ACCESS EASEMENT/
 --- ACCESS ABANDONMENT
 --- CONTROL POINT



3/29/2023

WILLIAMSON COUNTY
 Binkley & Bartfield
 PROJECT NO. CR 279
 BAGDAD ROAD (CR 279)
 PROJECT LAYOUT
 STA 264+00 TO STA 288+00
 SHEET 4 OF 5
 HIGHWAY NO. CR 279
 COUNTY WILLIAMSON
 STATE TEXAS
 DATE 3/29/2023

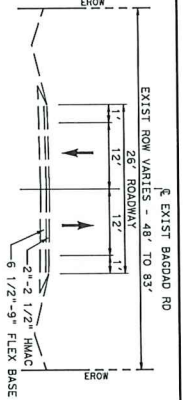


NOTES
 *SLOPE DIRECTION VARIES. SEE SHARED USE PATH PLAN AND PROFILE SHEETS AND CROSS SECTIONS FOR ADDITIONAL INFORMATION.
 **DIMENSIONS MAY BE REDUCED TO 0' WHERE THE DISTANCE FROM THE EDGE OF SUP TO PROPOSED RIGHT OF WAY IS LESS THAN 4'-0".

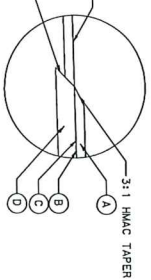
DETAIL D

EXISTING ROADWAY SECTION

EXIST ROW VARIES - 48' TO 83'
 STA 196+00.00 TO STA 207+67.50

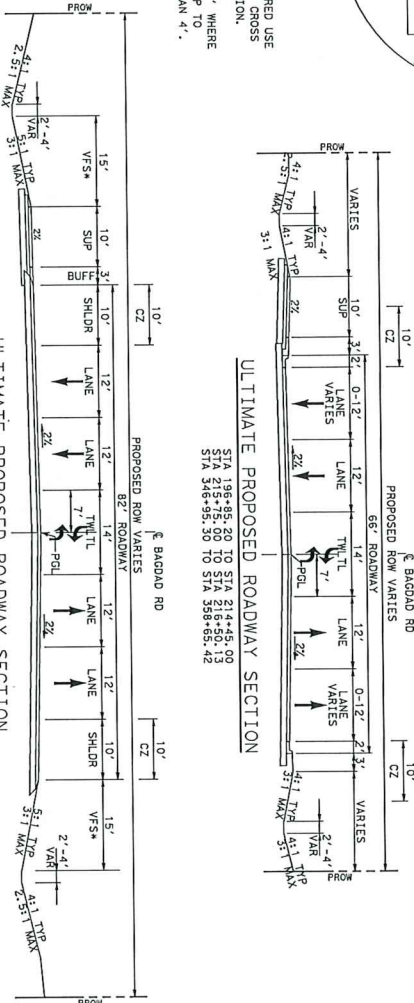


DETAIL A



ULTIMATE PROPOSED ROADWAY SECTION

PROPOSED ROW VARIES
 STA 196+95.00 TO STA 201+43.47
 STA 201+43.47 TO STA 213+17.34



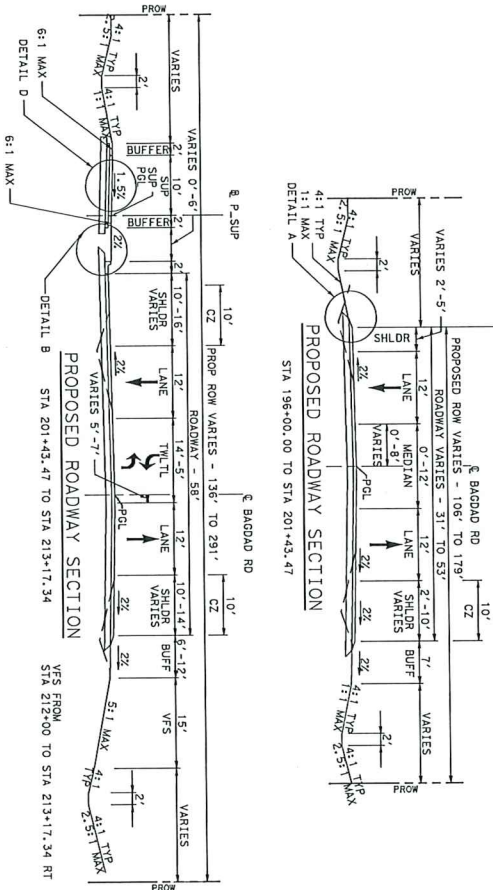
ULTIMATE PROPOSED ROADWAY SECTION

*ULTIMATE VFS LIMITS ARE THE SAME AS INTERIM VFS LIMITS. SEE INTERIM VFS LIMITS FOR ULTIMATE VFS LIMITS.

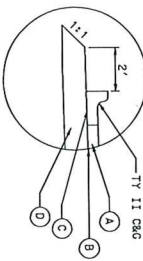
STA 216+50.13 TO STA 229+75.00
 STA 229+75.00 TO STA 346+95.50

PROPOSED ROADWAY SECTION

PROPOSED ROW VARIES - 106' TO 119'
 STA 196+00.00 TO STA 201+43.47



DETAIL B



LEGEND:

- ① 3" D-CR HMA TY-D SAC-B PGT0-22
- ② 3" D-CR HMA TY-B SAC-B PGT0-22
- ③ 12 EQUAL LIFTS
- ④ SEALCOAT
- ⑤ PRIME COAT
- ⑥ 12" FL BS (COMP IN PLOT) TY A GR 4)
- ⑦ FINAL POS (3 EQUAL LIFTS)
- ⑧ 3" D-CR HMA TY-D SAC-B PGT0-22
- ⑨ 15" D-CR HMA TY-B SAC-B PGT0-22
- VFS VEGETATIVE FILTER STRIP

NO. DATE	REVISION	APPROVED

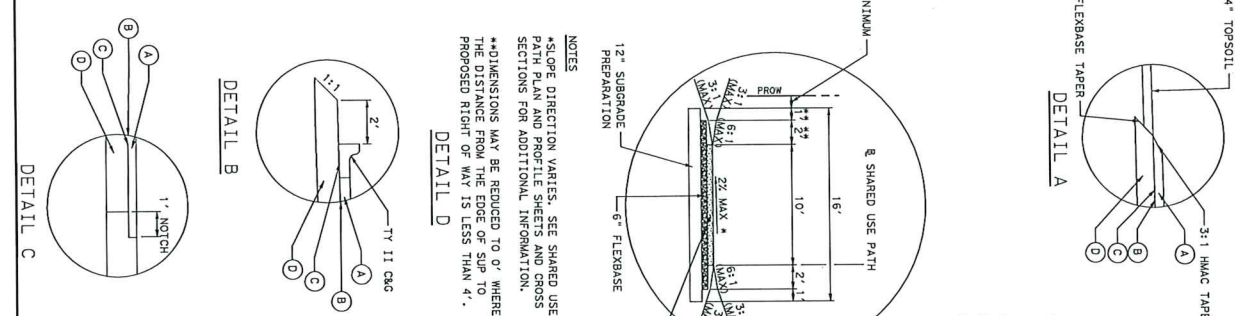
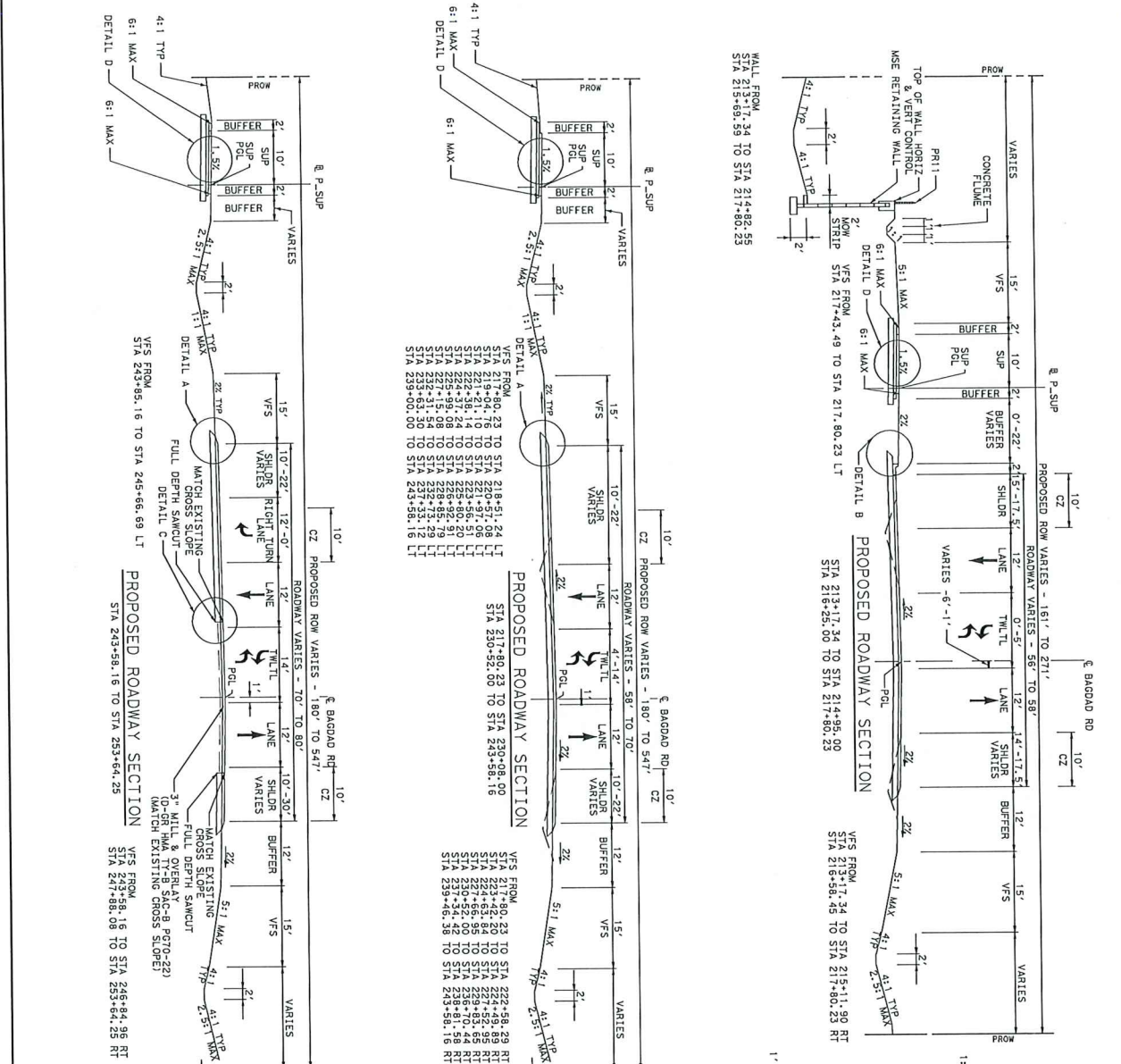


3/31/2023

WILLIAMSON COUNTY
Bankley & Barfield
 ENGINEERS & ARCHITECTS
 2000 W. STATE ST. SUITE 200
 WACO, TEXAS 76798
 TEL: 767-877-1111 FAX: 767-877-1112
 WWW.BANKLEYANDBARFIELD.COM

SCALE = N.T.S.
SHEET 1 OF 3

DATE	PROJECT NO.	HIGHWAY NO.
STATE	COUNTY	SECTION
TEXAS	WILLIAMSON	16



LEGEND:

- A 3" D-OR HMA TY-D SAC-B PGO-22
- B 3" D-OR HMA TY-B SAC-B PGO-22 (2 EQUAL LIFTS)
- C PRIME COAT
- D 12" FL BS (COMP IN PLOT) (TY A OR 4)
- E FINAL POS (3 EQUAL LIFTS)
- F 3" D-OR HMA TY-D SAC-B PGO-22
- G 15" D-OR HMA TY-B SAC-B PGO-22
- H VFS VEGETATIVE FILTER STRIP

NOTES:

- *SLOPE DIRECTION VARIES. SEE SHARED USE PATH PLAN AND PROFILE SHEETS AND CROSS SECTIONS FOR ADDITIONAL INFORMATION.
- **DIMENSIONS MAY BE REDUCED TO 0' WHERE THE DISTANCE FROM THE EDGE OF SUP TO PROPOSED RIGHT OF WAY IS LESS THAN 4'.

SCALE: N.T.S.

SHEET 2 OF 3

DATE: 3/31/2023

PROJECT NO.: CR 279

STATE: TEXAS

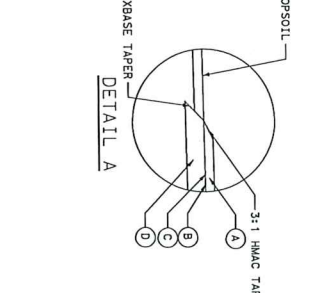
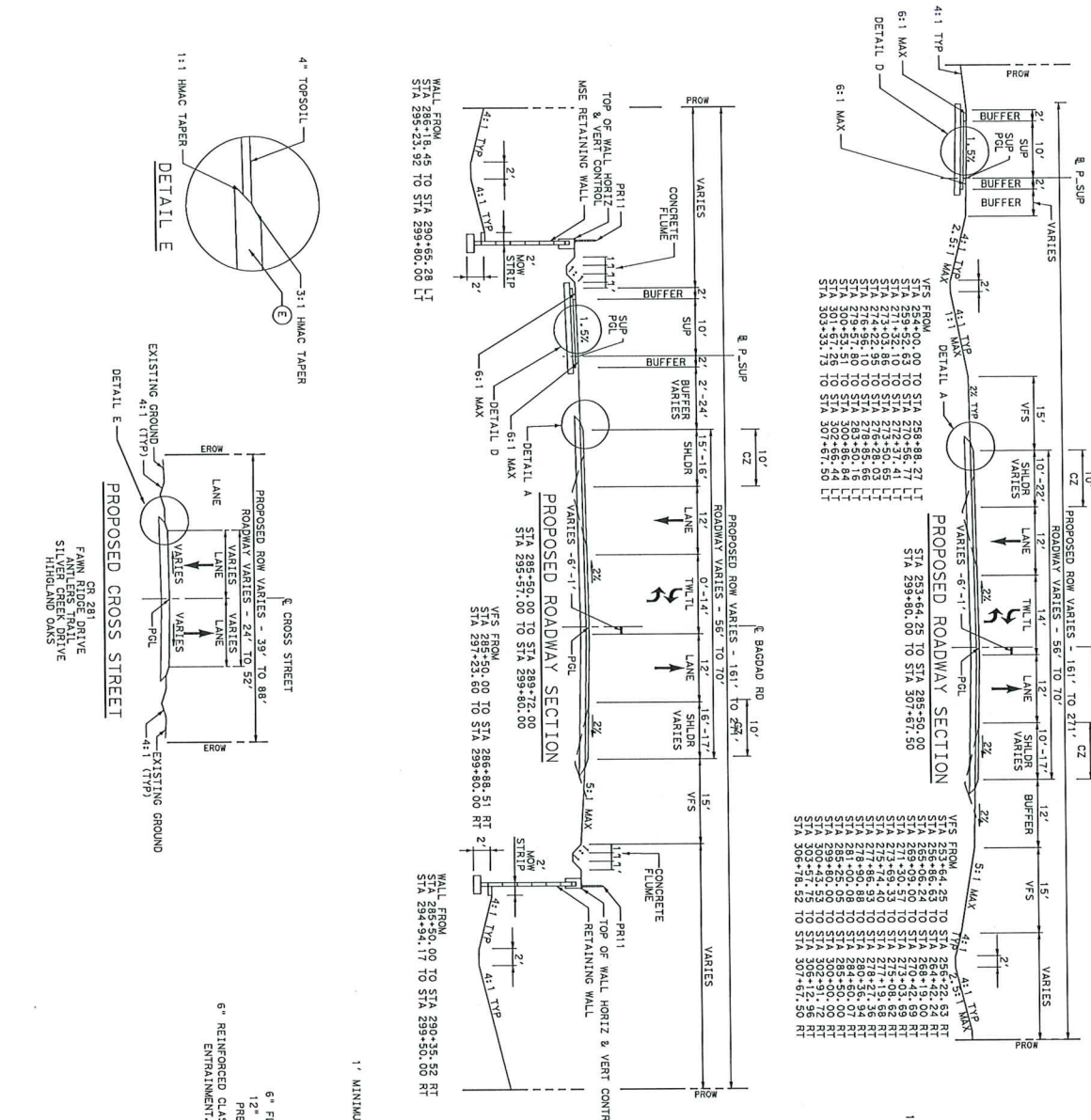
COUNTY: WILLIAMSON

SECT.: 408

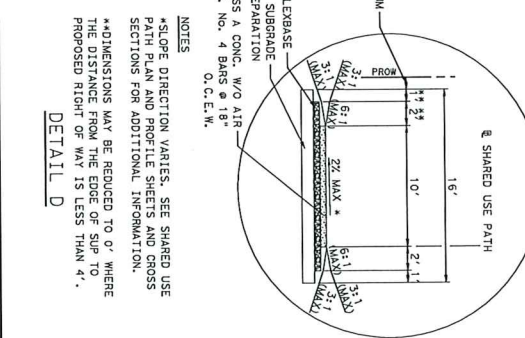
HIGHWAY NO.: 17

APPROVED:

NO. DATE REVISION



- LEGEND:**
- A 3" D-GR HMA TY-D SAC-B PGT0-22
 - B 3" D-GR HMA TY-B SAC-B P664-22 (2 EQUAL LIFTS)
 - C SEALCOAT
 - D PRIME COAT
 - E 12" FL BS (COMP IN PLOT) TY A GR 4)
 - F FINAL POS) (3 EQUAL LIFTS)
 - G 3" D-GR HMA TY-D SAC-B PGT0-22
 - H 15" D-GR HMA TY-B SAC-B P664-22
 - I VFS VEGETATIVE FILTER STRIP



NOTES

- *SLOPE DIRECTION VARIES. SEE SHARED USE PATH PLAN AND PROFILE SHEETS AND CROSS SECTIONS FOR ADDITIONAL INFORMATION.
- **DIMENSIONS MAY BE REDUCED TO 0' WHERE THE DISTANCE FROM THE EDGE OF SUP TO PROPOSED RIGHT OF WAY IS LESS THAN 4'.

WILLIAMSON COUNTY

Benkley & Barfield

DCM

BAGDAD ROAD (CR 279)

BAGDAD RD

3/31/2023

STATE OF TEXAS

PROFESSIONAL ENGINEER

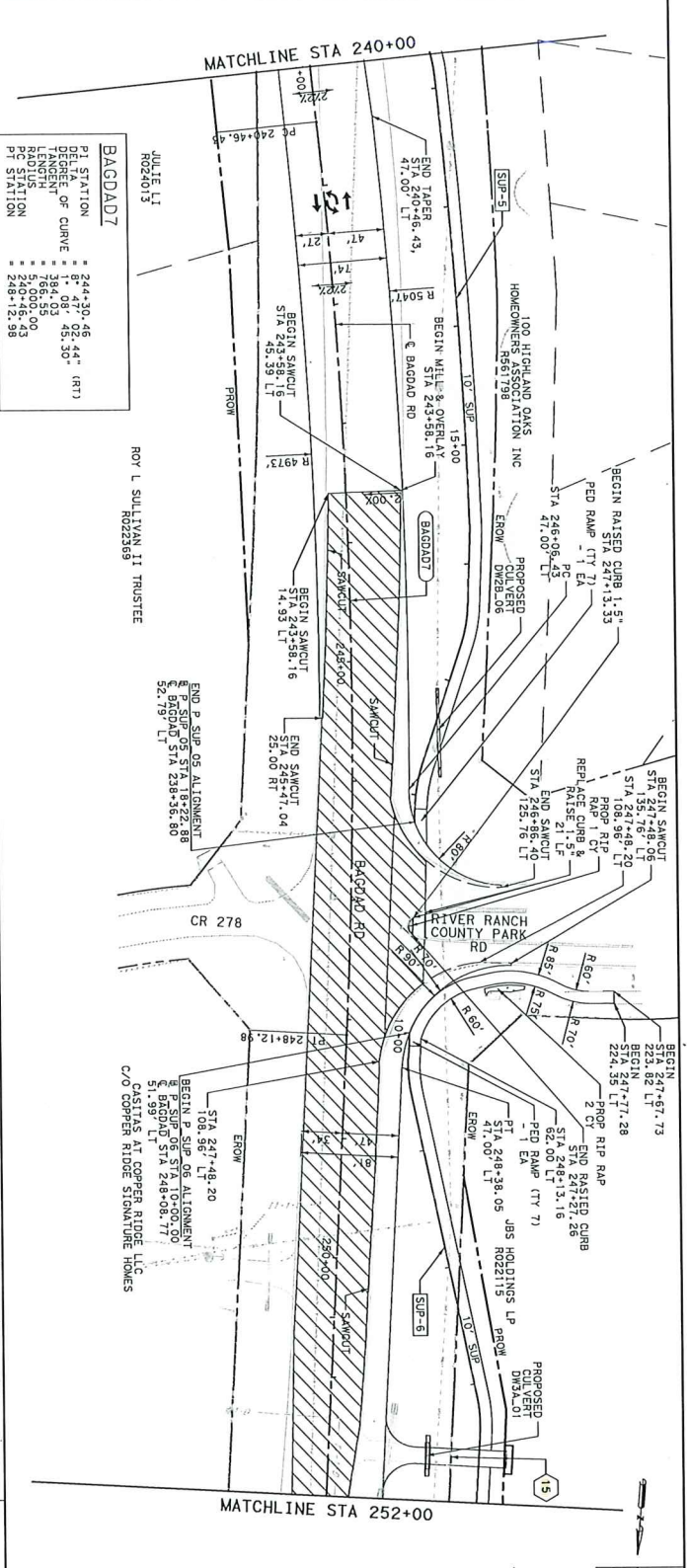
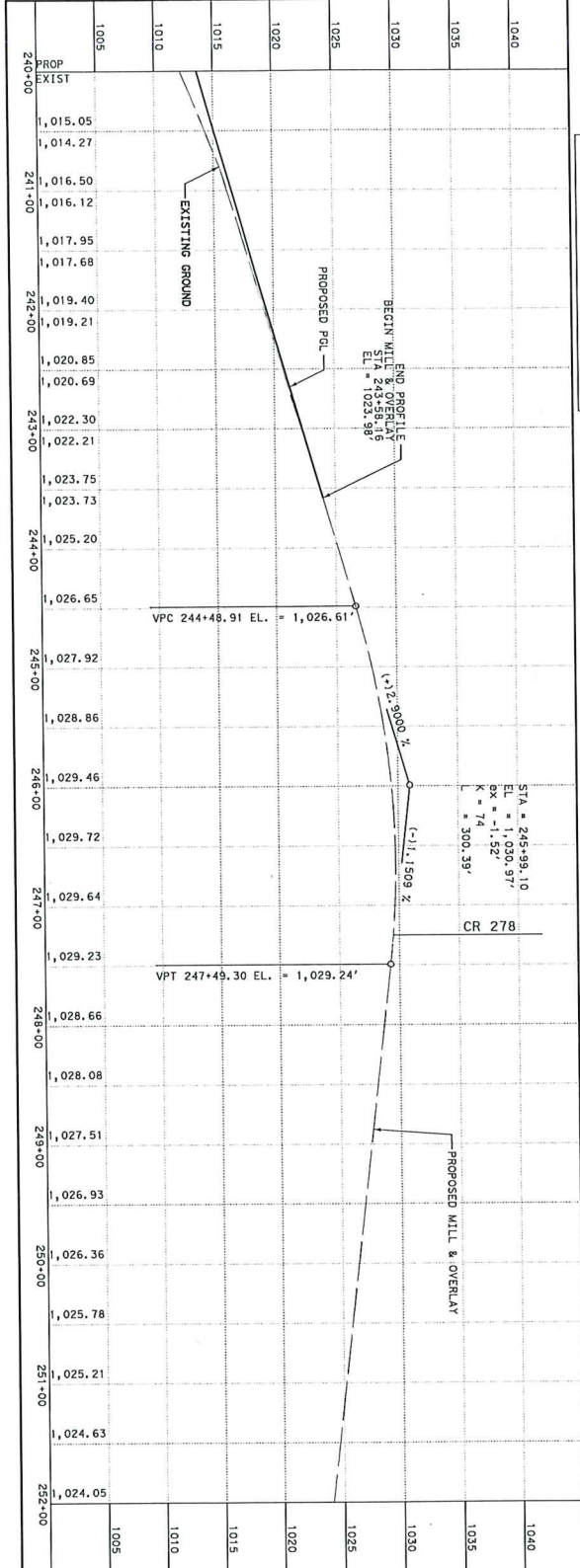
RYAN H. HINSON

135528

NO. DATE	REVISION	APPROVED

SCALE - N.T.S. SHEET 3 OF 3

PROJECT NO.	CR 279
COUNTY	WILLIAMSON
SHEET NO.	18



BAGDAD7

PI STATION	= 244.30	45
DEGREE OF CURVE	= 1.08	45.30°
TANGENT	= 766.55	
CHORD	= 766.55	
RADIUS	= 5,000.00	
PC STATION	= 248.12	89
PT STATION	= 248.12	89

END P SUP 05 ALIGNMENT

STA	= 245+99.10
EL	= 1,020.97'
K	= 74
E	= 300.39'

END P SUP 06 ALIGNMENT

STA	= 247+48.20
EL	= 1,026.93'
K	= 74
E	= 300.39'

LEGEND:

- Curve ID Label
- Existing Traffic
- Proposed Traffic
- Proposed Retaining Wall
- Proposed Mill & Overlay
- Prop. Easement/Access Agreement
- Proposed Retaining Wall
- Proposed Mill & Overlay
- Mailbox Through ID Label
- Access Agreement
- Proposed Retaining Wall
- Proposed Mill & Overlay

NOTES:

- ALL DIMENSIONS ARE MEASURED TO EDGE OF PAVEMENT OR LIP OF GUTTER WHERE APPLICABLE.
- ALL STATIONING BASED ON BAGDAD UNLESS OTHERWISE NOTED.
- SEE P&P SHEETS FOR SHARED USE POINT DATA.
- SEE HORIZONTAL ALIGNMENT DATA FOR HORIZONTAL ALIGNMENT DATA.

PROFESSIONAL ENGINEER:
 RYAN H. HINSON
 135528
 STATE OF TEXAS

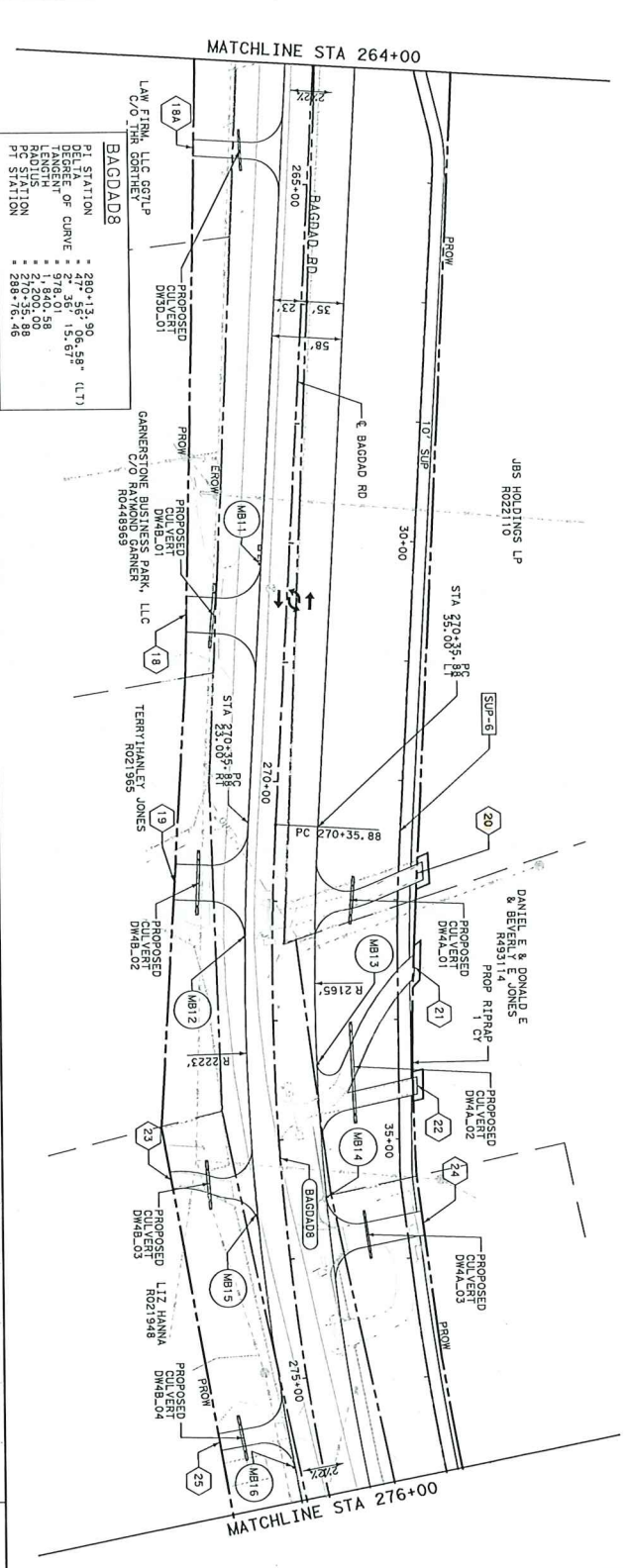
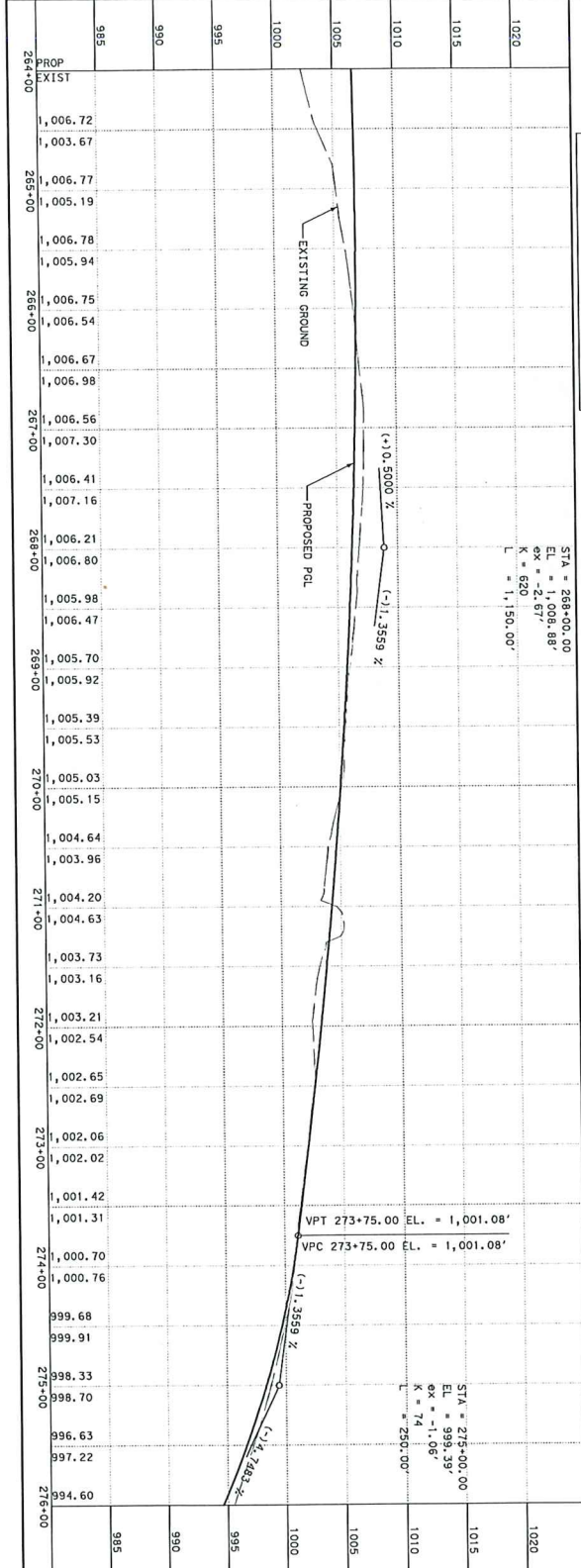
DATE: 3/30/2023

PROJECT: BAGDAD ROAD (CR 279) PLAN AND PROFILE
 BAGDAD RD
 STA 240+00 TO STA 252+00

SHEET 5 OF 10

NO. DATE	REVISION	APPROVED
	HORIZ 0"=25' 50' 100'	
	VERT 0"=5' 10'	

100%



NO.	DATE	REVISION	APPROVED
1		HORIZ: 0" = 25' 50'	100'
2		VERT: 0" = 5'	10'

- LEGEND:**
- (---X---) CURVE ID LABEL
 - (---) EXISTING TRAFFIC
 - (---) PROPOSED TRAFFIC
 - (---) DRIVEWAY ID LABEL
 - (---) SUP ID LABEL
 - (---) MAILBOX TURNOUT ID LABEL
 - (---) PROP. EASEMENT/ ACCESS AGREEMENT
 - (---) PROPOSED RETAINING WALL

- NOTES:**
1. ALL DIMENSIONS ARE MEASURED TO EDGE OF PAVEMENT OR LIP OF CUTTER WHEN APPLICABLE.
 2. ALL STATIONING BASED ON BAGDAD UNLESS OTHERWISE NOTED.
 3. SEE P&P SHEETS FOR SHARED USE PATH POINT DATA.
 4. SEE HORIZONTAL ALIGNMENT DATA FOR HORIZONTAL ALIGNMENT DATA.



Ryan H. Hinson
3/30/2023

WILLIAMSON COUNTY

Binkey & Barfield
 BCBM
 1000 W. WILSON ROAD, SUITE 100
 WILSON, TEXAS 75780
 TEL: 972.261.1111
 WWW.BINKEYANDBARFIELD.COM

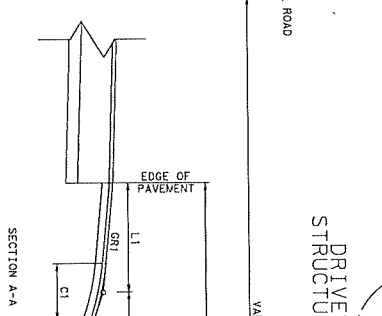
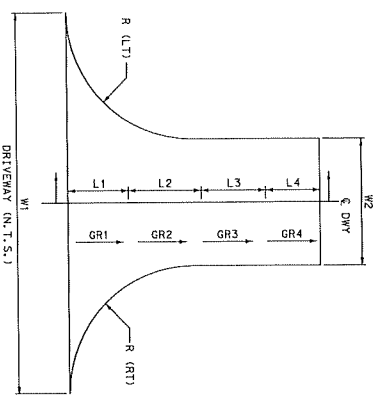
**BAGDAD ROAD (CR 279)
 PLAN AND PROFILE
 BAGDAD RD
 STA 264+00 TO STA 276+00**

SHEET 7 OF 10
 PROJECT NO. CR 279
 DRAWING NO. 101

DATE	DESIGNER	CHECKER	DATE
3/30/2023	WILLIAMSON	WILLIAMSON	

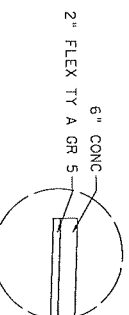
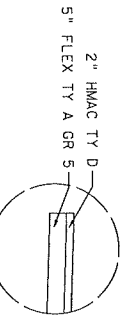
DRIVEWAY NUMBER	PROP SHEET NO.	STATION @ EOP	DRIVEWAY TYPE	PAVT. TYPE	PROP WID @ DRIVEWAY (W1)	PROP WID @ DRIVEWAY (W2)	DRIVEWAY AREA (SQ FT)	PROP RAD (R1)	PROP RAD (R2)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	LENGTH (L4)	GRADE (G1)	GRADE (G2)	GRADE (G3)	GRADE (G4)	EOP ELEV	ELEV (V1)	ELEV (V2)	ELEV (V3)	TEAM ELEVATION	EOP GRADE	TEAM GRADE
1	1 OF 10	189+43.28	RESIDENTIAL	ASPH.	59.43	14.00	845.88	25.00	20.00	78.4	48.22	3.32	43.24	1.66	-1.50	10.00	15.00			1015.08	1015.07	1019.39	1019.54	-2.00	4.50	
2	2 OF 10	205+75.81	RESIDENTIAL	ASPH.	66.26	14.53	805.45	25.00	25.00	75.0	35.22	10.35	14.52	6.52	1.97	6.52	1.97	-1.35		997.31	998.00	998.21	997.98	-2.00	6.14	
3	3 OF 10	207+40.89	RESIDENTIAL	ASPH.	65.81	14.00	807.14	25.00	25.00	76.5	35.96	10.28	15.39	5.65	1.08	5.65	1.08	-1.52		994.98	995.60	995.71	995.48	-2.00	-9.68	
4	3 OF 10	218+78.31	RESIDENTIAL	ASPH.	51.96	14.00	729.38	25.00	25.00		69.32	51.06	10.01	8.25		5.31	1.34	0.31		983.44	986.25	986.41	986.48	-2.00	2.95	
5	3 OF 10	220+82.57	RESIDENTIAL	ASPH.	64.02	14.00	829.88	25.00	25.00																	
6	3 OF 10	222+29.06	RESIDENTIAL	CONC.	58.71	14.00	782.75	25.00	25.00																	
7	3 OF 10	224+68.59	RESIDENTIAL	CONC.	44.00	14.00	604.34	25.00	25.00																	
7C	3 OF 10	224+56.84	RESIDENTIAL	CONC.	44.00	14.00	604.34	25.00	25.00																	
8	3 OF 10	227+59.95	RESIDENTIAL	CONC.	44.00	14.00	604.34	25.00	25.00																	
8	3 OF 10	227+59.95	RESIDENTIAL	CONC.	44.00	14.00	604.34	25.00	25.00																	
9	3 OF 10	224+28.18	COMMERCIAL	CONC.	63.67	16.00	1082.87	25.00	25.00																	
10	3 OF 10	225+69.35	COMMERCIAL	CONC.	64.70	18.00	1288.03	25.00	25.00																	
11	3 OF 10	227+03.59	COMMERCIAL	CONC.	47.00	18.00	851.01	25.00	25.00																	
12	4 OF 10	229+06.73	COMMERCIAL	ASPH.	53.85	15.00	796.92	25.00	25.00																	
13	4 OF 10	237+02.41	RESIDENTIAL	ASPH.	64.00	14.00	1051.79	25.00	25.00																	
14	4 OF 10	239+18.57	RESIDENTIAL	CONC.	64.00	14.00	1099.42	25.00	25.00																	
15	5 OF 10	251+62.27	RESIDENTIAL	CONC.	64.00	14.00	1106.25	25.00	25.00																	
16	6 OF 10	256+54.63	RESIDENTIAL	ASPH.	64.00	14.02	1123.78	25.00	25.00																	
17	6 OF 10	259+17.80	RESIDENTIAL	ASPH.	64.36	14.08	1189.04	25.00	25.00																	
18	7 OF 10	268+64.00	COMMERCIAL	ASPH.	90.00	30.00	2222.00	30.00	30.00																	
18A	7 OF 10	284+74.24	RESIDENTIAL	ASPH.	64.00	14.01	1302.87	25.00	25.00																	
19	7 OF 10	270+86.64	COMMERCIAL	ASPH.	88.80	30.00	2195.54	30.00	30.00																	

* SUP GRADE AT DRIVEWAY MEET ADA REQUIREMENTS



DRIVEWAY PAVT STRUCTURE- ASPHALT

DRIVEWAY PAVT STRUCTURE- CONC



NOTE:
REFER TO DRAINAGE PLAN AND PROFILE SHEETS FOR DRIVEWAY CURB DETAILS.

SECTION A-A

SCALE = N.T.S. SHEET 1 OF 2

PROJECT NO. CR 279

STATE: TEXAS COUNTY: WILLIAMSON

DATE: 03/30/2023

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 03/30/2023

WILLIAMSON COUNTY

Benley & Benley

135528

RYAN H. HINSON

PROFESSIONAL ENGINEER

BAGDAD ROAD (CR 279)

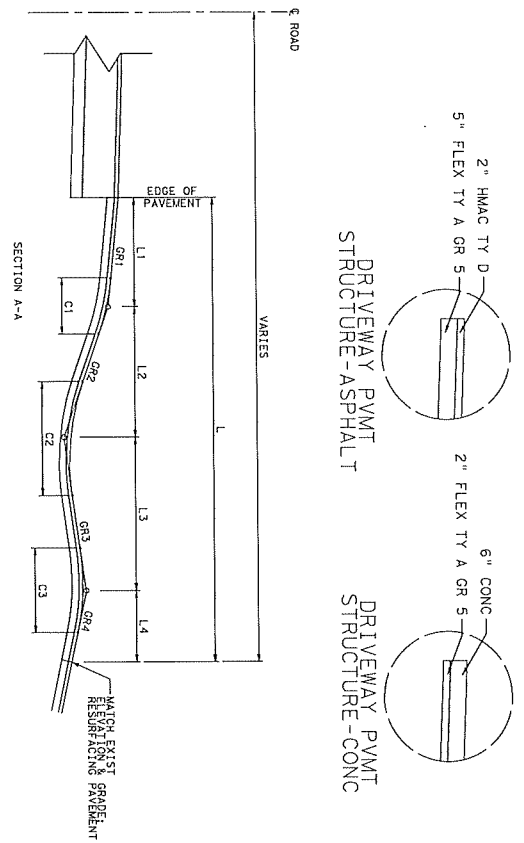
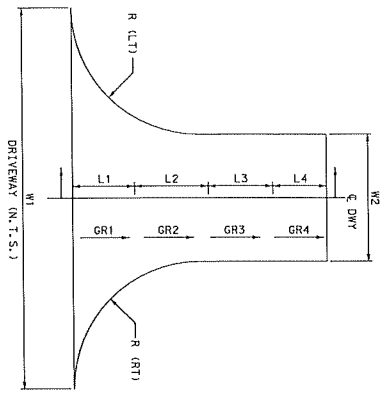
DRIVEWAY DETAILS

BAGDAD RD

126

DRIVEWAY NUMBER	PARSHEET NO.	STATION @ EOP	DRIVEWAY TYPE	PVMNT.	PROP WIDTH @ DRIVEWAY END (W2)	PROP WIDTH @ DRIVEWAY END (W1)	DRIVEWAY AREA (SQ)	PROP RADIUS (FT)	PROP RADIUS (FT)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	LENGTH (L4)	GRADE (G1)	GRADE (G2)	GRADE (G3)	GRADE (G4)	EOP ELEV	ELEV (V1)	ELEV (V2)	ELEV (V3)	TIEN ELEVATION	EOP GRADE	TIEN GRADE
20	70F-10	Z71+01.13	RESIDENTIAL	ASPH.	66.65	14.00	1649.70	25.00	25.00		81.17	64.46	101.23	8.48	8.43	1.87	10.00			1001.66	1007.43	1007.62		1008.47	-2.00	1.88
21	70F-10	Z72+74.91	RESIDENTIAL	ASPH.	65.38	14.00	3309.72	10.00	25.00																	
22	70F-10	Z73+59.34	RESIDENTIAL	ASPH.	43.82	14.02	1356.95	15.00	15.00																	
23	70F-10	Z74+93.25	RESIDENTIAL	CONC.	71.14	20.06	1893.66	25.00	25.00																	
24	70F-10	Z75+40.21	RESIDENTIAL	ASPH.	63.29	14.00	1073.52	25.00	25.00																	
25	80F-10	Z76+88.87	RESIDENTIAL	ASPH.	66.59	15.65	1664.54	25.00	25.00																	
26	80F-10	Z77+69.50	RESIDENTIAL	ASPH.	72.59	19.89	1998.67	25.00	15.00																	
27	80F-10	Z78+58.12	RESIDENTIAL	ASPH.	64.35	15.57	1268.05	25.00	35.00																	
28	80F-10	Z79+15.33	COMMERCIAL	ASPH.	70.86	18.03	2992.43	25.00	35.00																	
29	80F-10	Z80+92.93	RESIDENTIAL	CONC.	66.08	14.62	1889.37	25.00	25.00																	
30	80F-10	Z81+47.95	RESIDENTIAL	CONC.	65.27	16.00	2820.32	25.00	25.00																	
31	80F-10	Z82+91.95	RESIDENTIAL	ASPH.	93.32	32.00	7385.61	30.00	30.00																	
32	80F-10	Z83+34.86	RESIDENTIAL	ASPH.	64.02	16.46	1300.75	25.00	25.00																	
33	100F-10	300+11.00	RESIDENTIAL	ASPH.	67.25	18.00	7470.56	25.00	25.00																	
34	100F-10	301+22.00	RESIDENTIAL	ASPH.	67.25	18.00	7470.56	25.00	25.00																	
35	100F-10	302+88.24	RESIDENTIAL	ASPH.	66.21	16.00	1383.03	25.00	25.00																	
36	100F-10	303+25.58	RESIDENTIAL	ASPH.	66.21	16.00	1383.03	25.00	25.00																	
37	100F-10	304+91.18	RESIDENTIAL	ASPH.	44.71	14.25	1255.39	25.00	25.00																	
38	100F-10	306+49.18	RESIDENTIAL	ASPH.	44.71	14.25	1255.39	25.00	25.00																	

** SIP GRADE AT DRIVEWAY MEET ADA REQUIREMENTS
 ** DRIVEWAY ON SKEW SIP MEET ADA REQUIREMENTS



NOTE:
 REFER TO GRAVITAGE PLAN AND PROFILE SHEETS FOR DRIVEWAY CURVE DETAILS.

WITNESS

Bankley & Garfield

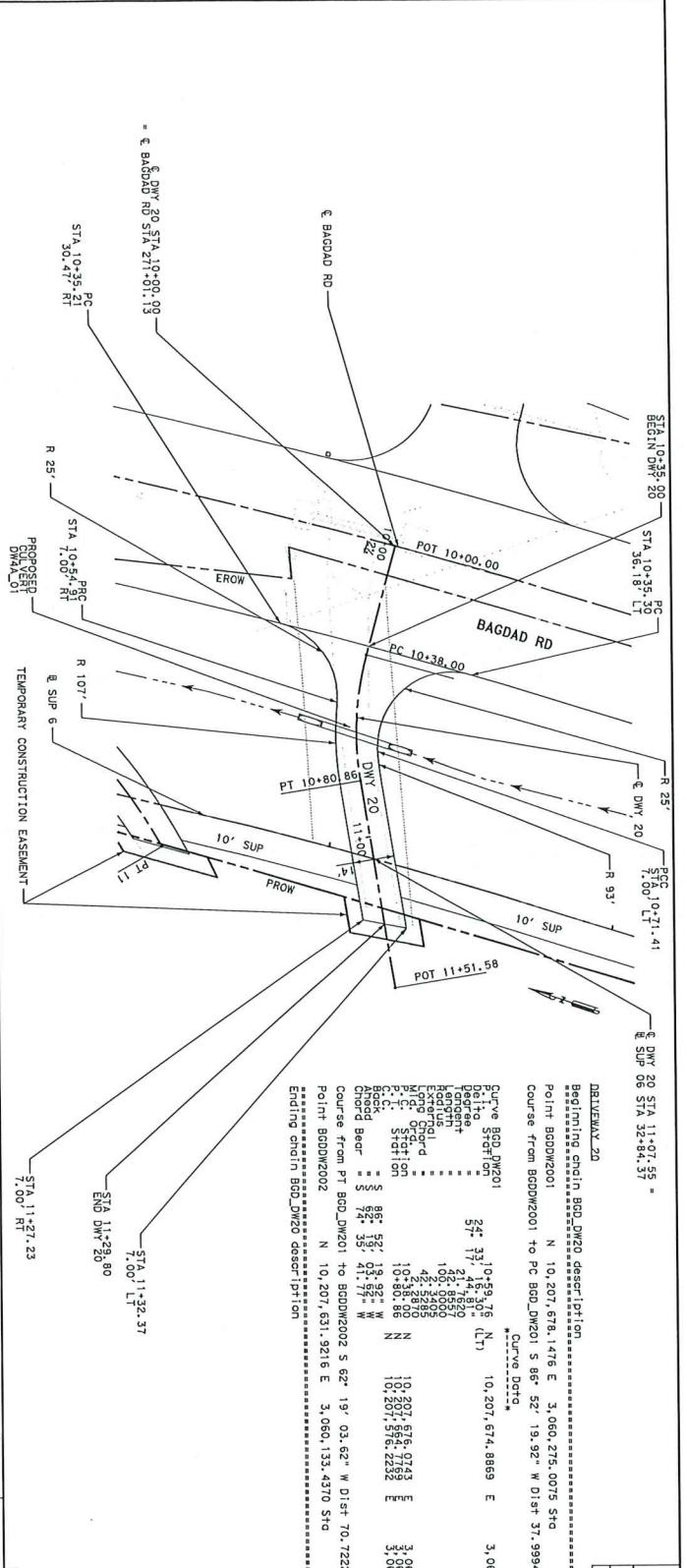
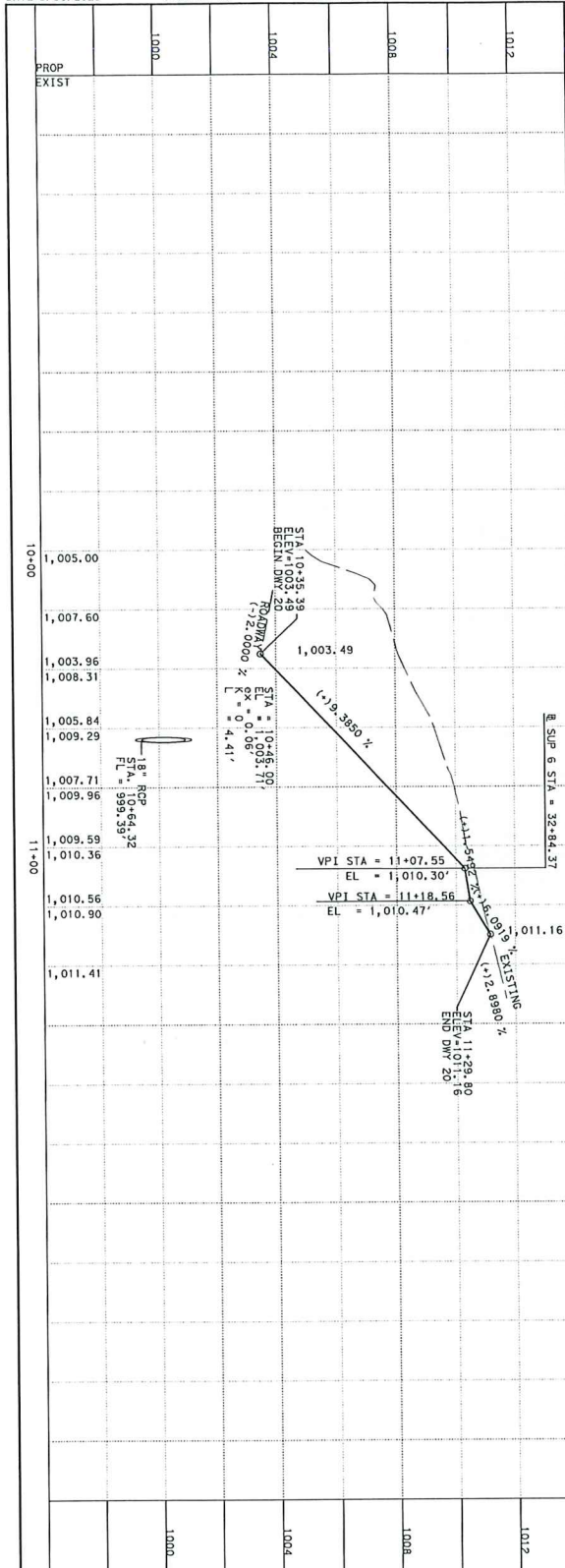
CCM

BAGDAD ROAD (CR 279)
 DRIVEWAY DETAILS
 BAGDAD RD

3/30/2023

SCALE: N.T.S.	SHEET NO. 2 OF 2
PROJECT NO. CR 279	DATE: 3/23/23
STATE: TEXAS	DISTRICT: WILLIAMSON
DATE: 3/23/23	DESIGNER: JWB
127	

NO.	DATE	REVISION	APPROVED



DRIVEWAY 20

Beginning chain BGD.DW20 description
 Point BGDW2001 N 10.207, 674.1476 E 3,060,215.0075 Sta
 Curve from BGDW2001 to PC BGD.DW201 5 86° 52' 19.92" W Dist 37.9994

Curve Data

Curve	Station	Dist	Angle	Sta
Curve BGD.DW201	10+39.29	100.00	86° 52' 19.92" W	11+39.29
Point BGDW2001	10+39.29	0.00		10+39.29
PC BGD.DW201	10+39.29	0.00		10+39.29
PT BGD.DW201	11+39.29	100.00		11+39.29
Curve BGD.DW202	11+29.80	100.00	5 62° 19' 03.62" W Dist 70.7222	12+29.80
Point BGDW2002	11+29.80	0.00		11+29.80
PC BGD.DW202	11+29.80	0.00		11+29.80
PT BGD.DW202	12+29.80	100.00		12+29.80

Ending chain BGD.DW20 description

NO.	DATE	REVISION	APPROVED

NOTE:
 ALL STATING IS BASED ON
 ± DMY UNLESS OTHERWISE NOTED.



3/30/2023

WILLIAMSON COUNTY TEXAS

Binkley & Barfield
 ENGINEERS & ARCHITECTS

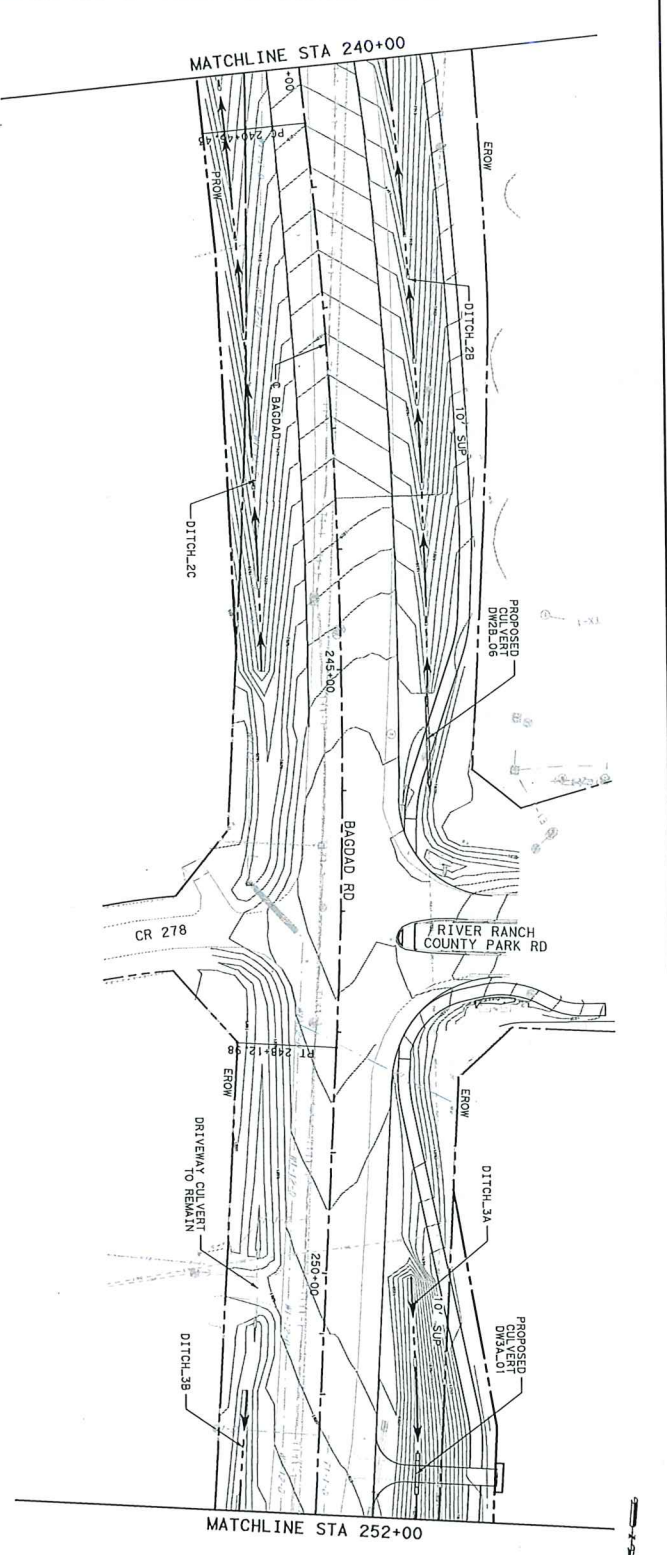
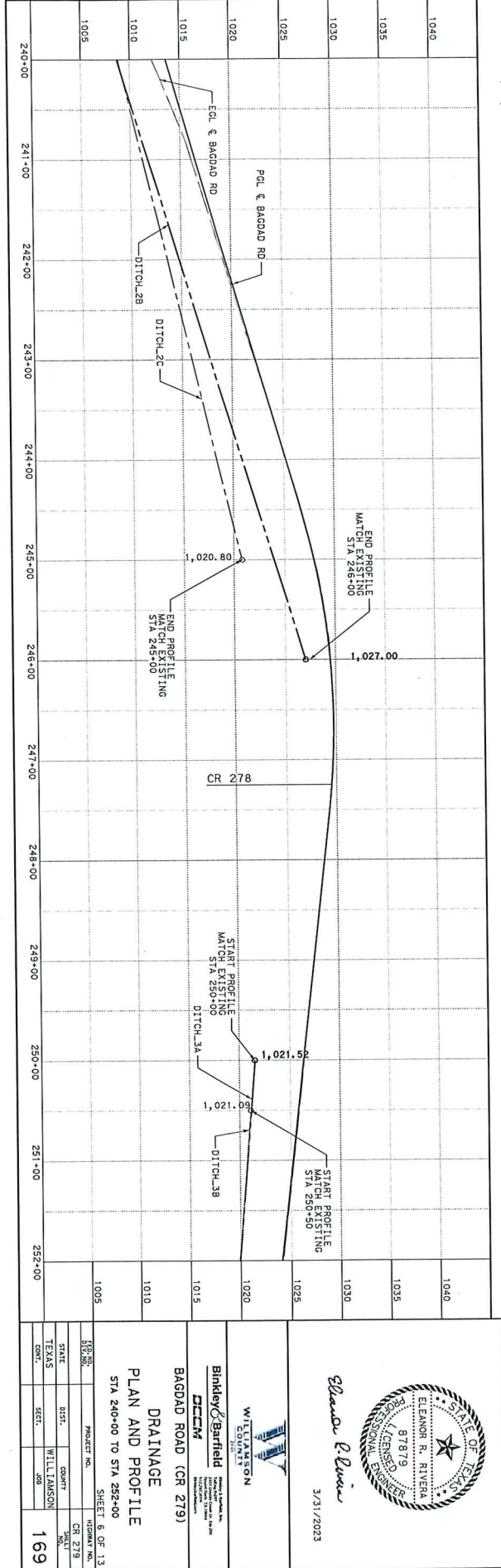
BAGDAD ROAD (CR 279)
 DRIVEWAY 20

PLANNING AND PROFILE

SHEET 4 OF 14

PROJECT NO. CR 279
 COUNTY WILLIAMSON
 DATE 3/30/2023

131



NO.	DATE	REVISION	APPROVED



LEGEND:

- EXIST ROW
- PROP ROW
- - - DITCH FLOW LINE
- PERMANENT ROCK
- FILTER DAM

NOTES:

1. SEE DITCH DRAINAGE CALCULATIONS FOR PROPOSED DITCH GEOMETRY.
2. SEE DRYWAY CULVERT & STORM SEWER HYDRAULIC DATA FOR AND STORM SEWER CALCULATIONS.
3. ALL POLES AND EXISTING UTILITIES TO BE REVEALED OR RELocATED PRIOR TO ROADWAY CONSTRUCTION.

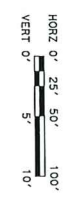
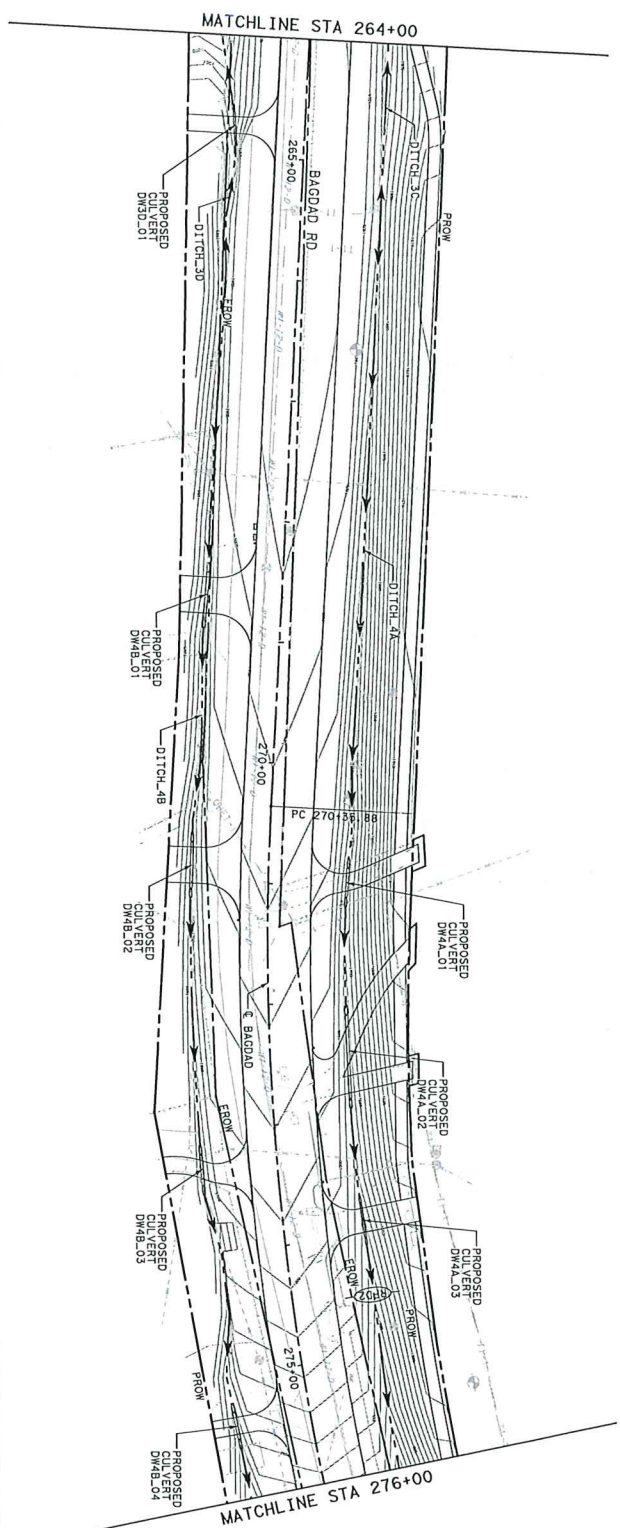
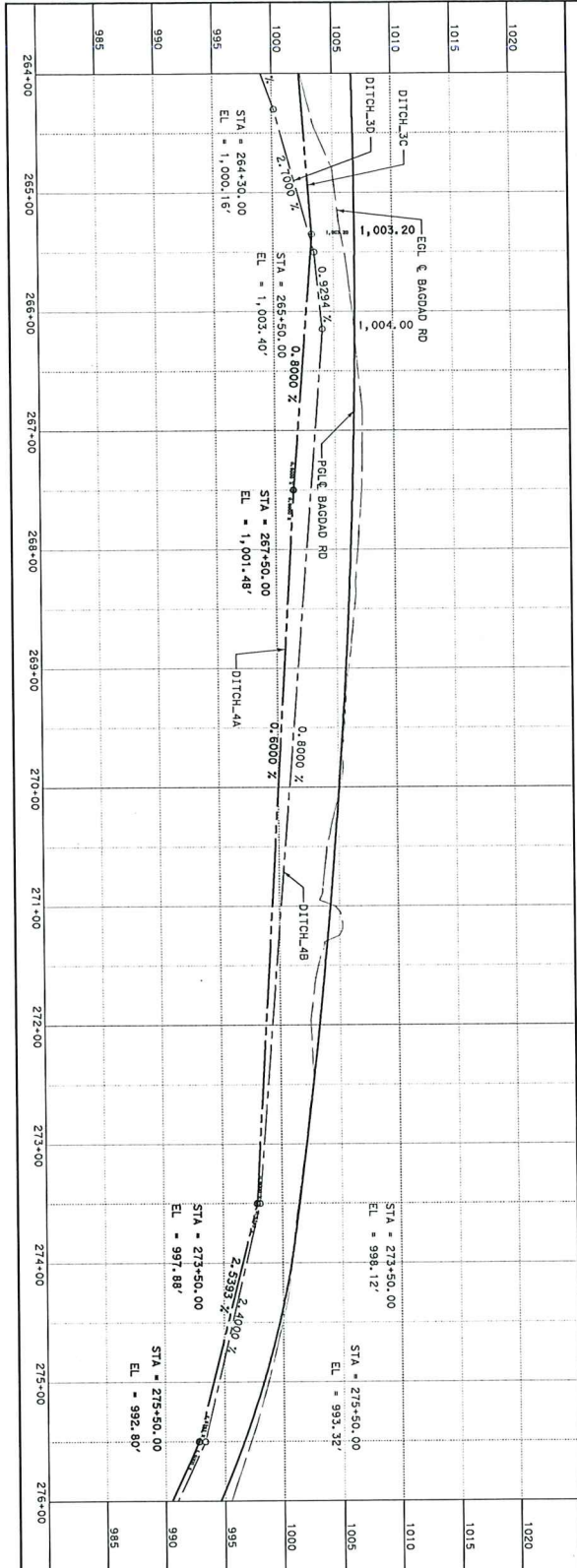


Eleanor R. Rivera
 3/31/2023

WILLIAMSON COUNTY

Binkley & Barfield
BCM
 Bagdad Road (CR 279)
 DRAINAGE
 PLAN AND PROFILE
 STA 240+00 TO STA 252+00

PROJECT NO.	CR 279	SHEET NO.	169
HIGHWAY NO.	CR 279	SHEET TOTAL	169
DATE	3/31/2023	SCALE	AS SHOWN
STATE	TEXAS	DESIGNED BY	WILLIAMSON
COUNTY	WILLIAMSON	CHECKED BY	
CONTRACT		DATE	



LEGEND:

- EXIST ROW
- PROP ROW
- DITCH FLOW LINE
- PERMANENT ROCK
- FILTER DAM

NOTES:

1. SEE DITCH DRAINAGE CALCULATIONS FOR PROPOSED DITCH GEOMETRY.
2. SEE DRIVEWAY CULVERT & STORM SEWER HYDRAULIC DATA FOR AND STORM SEWER CALCULATIONS.

NO.	DATE	REVISION	APPROVED

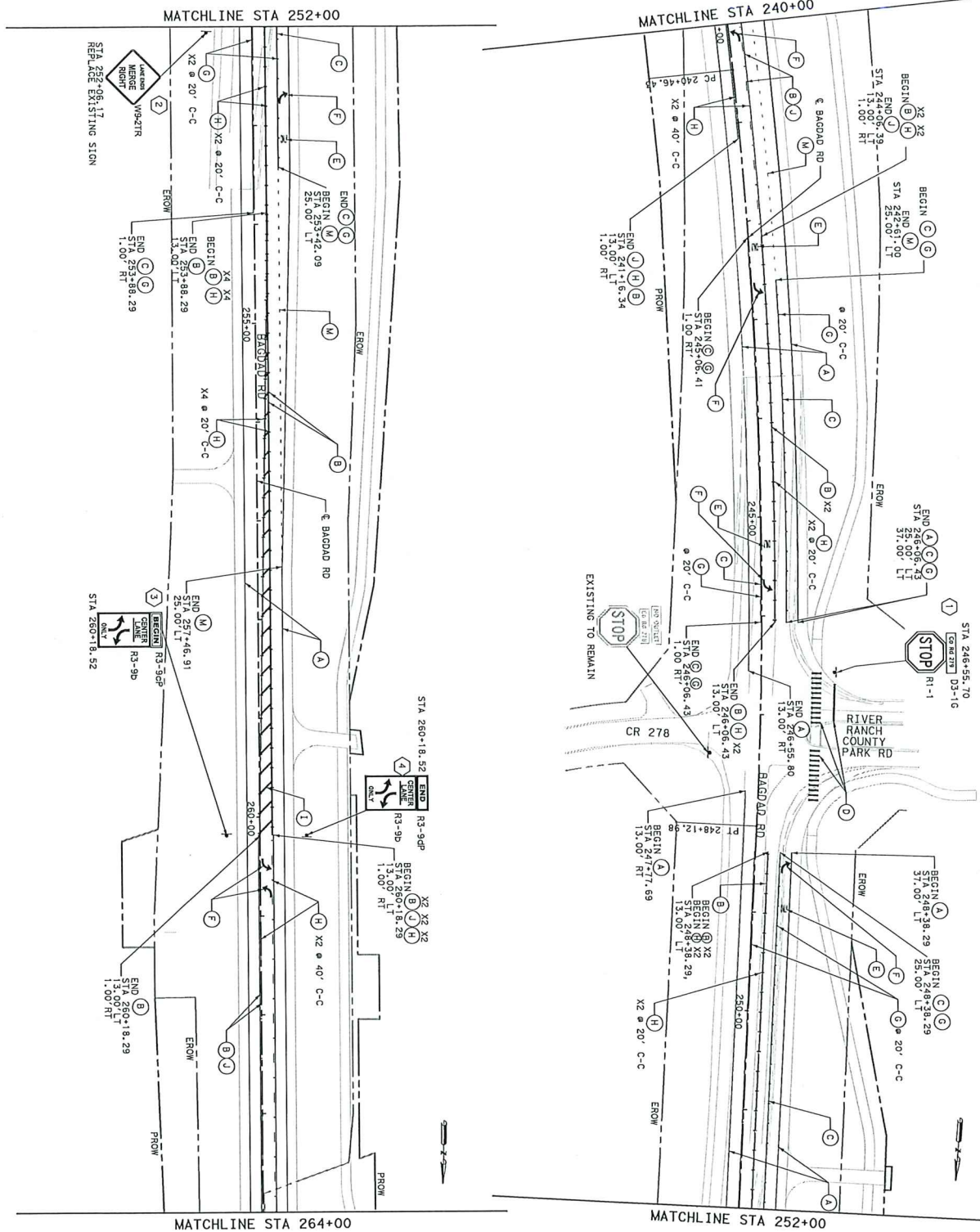


Eleanor Rivera
 3/31/2023



Williamson County
 Binkley & Barfield
BCBM
 Bagdad Road (CR 279)
 DRAINAGE
 PLAN AND PROFILE
 STA 264+00 TO STA 276+00
 SHEET 8 OF 13

PROJECT NO.	CR 279
STATE	TEXAS
COUNTY	WILLIAMSON
SECTION	409
HIGHWAY NO.	171




NO. DATE	REVISION	APPROVED

LEGEND:


- (A) REF. PAY MARK TY I(W) 4" (SLD)
- (B) REF. PAY MARK TY I(W) 8" (SLD)
- (C) REF. PAY MARK TY I(W) 24" (SLD)
- (D) REF. PAY MARK TY I(W) 24" (SLD)
- (E) REF. PAY MARK TY I(W) (ARROW)
- (F) RAISED PAY MARK (REFL) TY I-C
- (G) RAISED PAY MARK (REFL) TY II-A-A
- (H) REF. PAY MARK TY I(W) 4" (BRK)
- (I) REF. PAY MARK TY I(W) 4" (BRK)
- (J) DEL. ASSM (D-SW) S21 (BRF) GFT (B1)
- (K) DEL. ASSM (D-SW) S21 (BRF) CTB (B1)
- (L) REF. PAY MARK TY I(W) 8" (DOT)
- (M) ELIM. EXT. PAY MARK & MARKS
- (N) PROPOSED SMALL SIGN
- (O) PROPOSED DELINEATOR

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL CONFLICTING SIGNS AND DELINEATORS WITHIN THE PROJECT LIMITS.
2. SIGN LOCATIONS ARE APPROXIMATE. FINAL LOCATION OF ALL PROPOSED SIGNS MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER.
3. UNLESS OTHERWISE NOTED, EXISTING SIGNS TO REMAIN IN PLACE.
4. DELINEATORS WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED SUBSIDIARY TO THE BRIDGE RAIL AND MBOF.



RYAN H. HINSON
 135528
 PROFESSIONAL ENGINEER
 STATE OF TEXAS



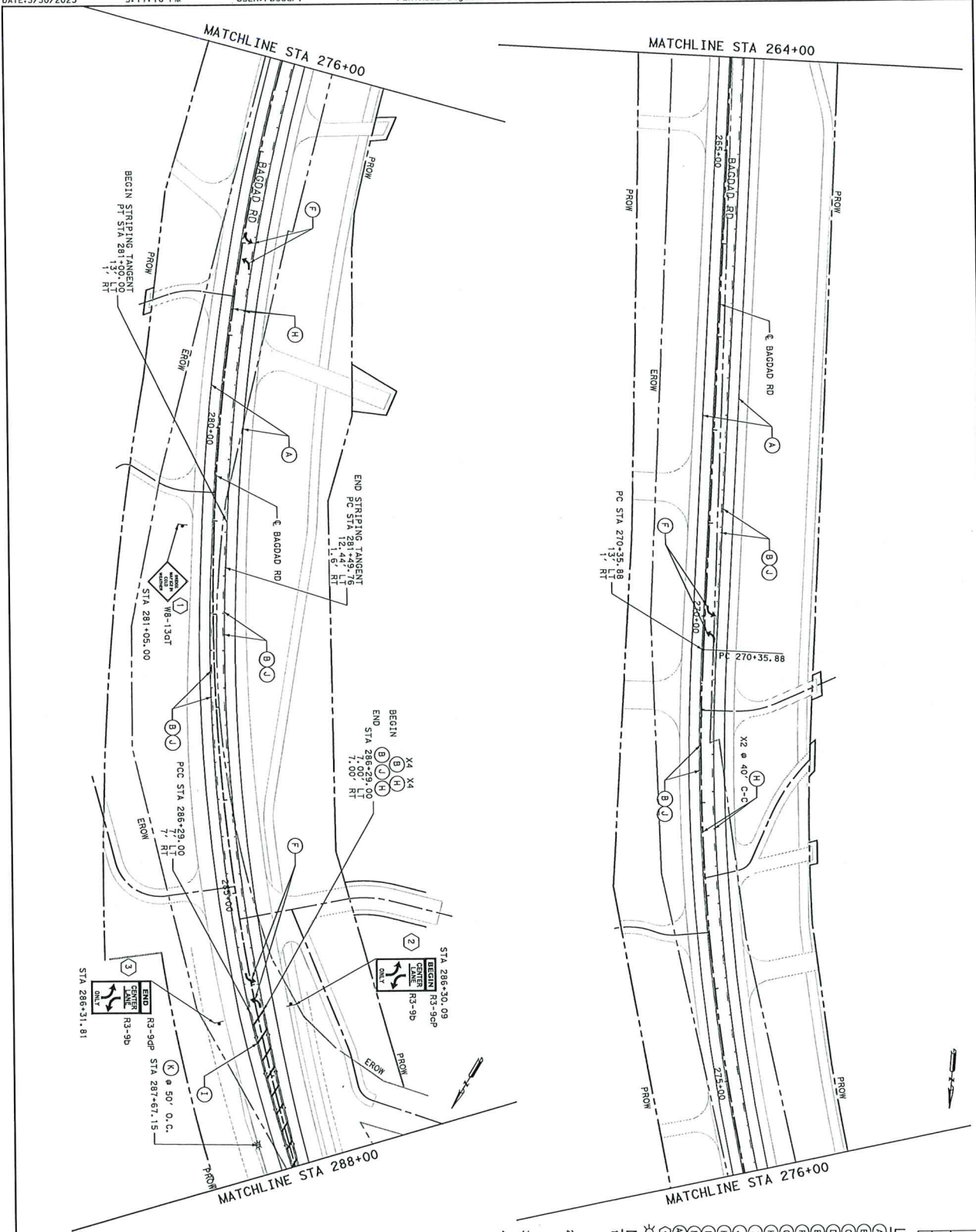
WILLAMSON COUNTY
 Binkley/Barfield
 ENGINEERING & CONSTRUCTION

3/30/2023

BAGDAD ROAD (CR 279) SIGNING AND PAVEMENT MARKINGS

STA 240+00 TO STA 264+00

SHEET 3 OF 5
 CR 279
 WILLIAMSON COUNTY
 220



NO. DATE	REVISION	APPROVED

LEGEND:

- (A) RE PM W/RET REQ TY 1(W) 4" (SLD)
- (B) RE PM W/RET REQ TY 1(Y) 4" (SLD)
- (C) REFL PAY MARK TY 1(W) 8" (SLD)
- (D) REFL PAY MARK TY 1(W) 24" (SLD)
- (E) REFL PAY MARK TY 1(W) (WORD)
- (F) REFL PAY MARK TY 1(W) (ARROW)
- (G) RAISED PAY MARK (REFL) TY 1-C
- (H) RAISED PAY MARK (REFL) TY 11-A-A
- (I) REFL PAY MARK TY 1(Y) 24" (SLD)
- (J) REFL PAY MARK TY 1(Y) 4" (BRK)
- (K) DEL ASSM (D-SW) S21 (BRF) GFI (B1)
- (L) DEL ASSM (D-SW) S21 (BRF) CTB (B1)
- (M) REFL PAY MARK TY 1(W) 8" (DOT)
- (N) ELEM EXT PAY MARK & MARKS
- (O) PROPOSED SMALL STONE
- (P) PROPOSED DELINEATOR

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL CONFLICTING SIGNS AND PAVEMENT MARKINGS NOT SHOWN WITHIN THE PROJECT LIMITS.
2. SIGN LOCATIONS ARE APPROXIMATE. FINAL LOCATION OF ALL PROPOSED SIGNS MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER.
3. UNLESS OTHERWISE NOTED, EXISTING SIGNS TO REMAIN WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED SUBSIDIARY TO THE BRIDGE RAIL AND MBRF.

RYAN H. HINSON
 LICENSE NO. 135828
 MECHANICAL

3/30/2023

Binkley & Barfield
 INC.

WILLIAMSON
 ENGINEERING, INC.

**BAGDAD ROAD (CR 279)
 SIGNING AND
 PAVEMENT MARKINGS**

STA 264+00 TO STA 288+00

PROJECT NO.	CR 279	SHEET NO.	4 OF 5
STATE	TEXAS	COUNTY	WILLIAMSON
CONTRACT		JOB	221

EXHIBIT "C"

Parcel 6

DEED

County Road 278 @ Bagdad Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JBS HOLDINGS, LP**, a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 3.854 acre (167,874 Sq. Ft.) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances located on or adjacent to the Property.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns:

(1) The Property may be used, improved and maintained solely for public roadway purposes legally authorized under Texas law, including specifically construction and maintenance of County Road 278/279 right of way and related drainage improvements and public utilities therein (the "CR 279 Improvements"). In the event that Grantee abandons use of the Property for public roadway purposes after construction of the CR 279 Improvements, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it. Grantee shall notify Grantor of Grantee's intent to convey title to the Property and Grantor will have 30 days to notify Grantee whether Grantor elects to repurchase the Property. If Grantor timely gives such notice, Grantee shall convey title to the Property to Grantor by special warranty deed on the date that is 30 days after Grantor's notice in exchange for Grantor's payment to Grantee of a purchase price equal to the amount paid by Grantee to Grantor for the Property of even date herewith.

(2) At all times prior to and during Grantee's construction of the CR 279 Improvements, Grantor shall have reasonable access and/or ingress to or egress from Grantor's remainder property over and across the existing driveway areas within the Property (the "CR 279 Driveways"). If, at any time in the future, Grantor or its successors and assigns desire to construct additional driveways onto County Road 279 or relocate one or more of the CR 279

Driveways, Grantee agrees to cooperate with Grantor to allow such construction or relocation, and to approve any related permits or plans so long as the plans for and locations of the driveways conform with Grantee's driveway standards as they exist on the date hereof. Grantee further agrees to cooperate with Grantor in connection with any applications by Grantor for approvals from any governmental entities with jurisdiction over curb cuts from Grantor's remainder property onto County Road 279 (including Grantee itself, if applicable). As part of Grantee's construction of the CR 279 Improvements, Grantee will construct curb cuts onto County Road 279 at the location of the CR 279 Driveways (as same may be relocated as provided herein), including appropriately-sized drainage culverts.

(3) The CR 279 Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the related County Road 279 right of way as required by any applicable Williamson County Design Criteria. No stormwater runoff or drainage may be diverted onto Grantor's remainder property from the CR 279 Improvements without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

JBS HOLDINGS, LP

By: JBSH Management, LLC, its general partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:







JBS(6)--purchase contract for CR 278 @ Bagdad Rd. r.o.w

Final Audit Report

2024-06-06

Created:	2024-06-05
By:	Lisa Dworaczyk (lisad@scrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGq11HB2wOFFXINxQ4f8zPNaz-lecnpmf

"JBS(6)--purchase contract for CR 278 @ Bagdad Rd. r.o.w" History

-  Document created by Lisa Dworaczyk (lisad@scrlaw.com)
2024-06-05 - 9:02:01 PM GMT
-  Document emailed to sheriskrause@gmail.com for signature
2024-06-05 - 9:03:01 PM GMT
-  Email viewed by sheriskrause@gmail.com
2024-06-06 - 2:12:10 PM GMT
-  Signer sheriskrause@gmail.com entered name at signing as Sheri Krause
2024-06-06 - 2:13:10 PM GMT
-  Document e-signed by Sheri Krause (sheriskrause@gmail.com)
Signature Date: 2024-06-06 - 2:13:12 PM GMT - Time Source: server
-  Agreement completed.
2024-06-06 - 2:13:12 PM GMT

Commissioners Court - Regular Session

48.

Meeting Date: 06/11/2024

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: CR 332
- b) Discuss the acquisition of real property for CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Corridor K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
- c) Sale of property located 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:01 AM

Started On: 06/05/2024 01:06 PM

Commissioners Court - Regular Session

49.

Meeting Date: 06/11/2024

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

- a) Project Skyfall
- b) Project Soul Train
- c) Project School Bus

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/06/2024

Reviewed By

Becky Pruitt

Date

06/06/2024 10:01 AM

Started On: 06/05/2024 01:17 PM