

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 2, 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 – 17)

3. Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.004100	Professional Services	\$10,000.00
To	0100.0440.004236	Extraditions	\$10,000.00

4. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, PCT.
1

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.004192	Transportation/Autopsies	5,816.00
To	0100.0451.004190	Autopsies, Med Inquests	5,816.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0591.004100	Professional Services	\$2,500.00
To	0100.0591.003120	Printer Supplies	\$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	\$3,000.00
To	0100.0576.005003	Equipment > \$5,000.00	\$3,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	Law Enforcement Equip < \$5,000	\$15,600.00
TO:	0100.0560.005000	Capital Outlay > \$5,000	\$15,600.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment	\$6,000.00
To	0100.0570.003100	Office Supplies	\$6,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004990	Solid Waste Mgmt/Recycling	\$6,336.28
To	0100.0509.001107	Temp Labor - Seasonal Help	\$5,886.00
To	0100.0509.002010	FICA	\$450.28

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

11. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152.
12. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2024 through 6/31/2024.
13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2024 through 06/31/2024.
14. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 05/01/2024-05/31/2024.
15. Discuss, consider, and take appropriate action on approving a Sister City Agreement between Williamson County, Texas and Yong-in Special City, ROK and authorize the County Judge to execute same.
16. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a scholarship from Petco Love for education through Penn Foster.
17. Discuss, consider and take appropriate action on approval of amendment #2 to the Professional Services Agreement (PSA) as per RFSQ #22RFSQ100 with Dr. Tania Glenn, TsyD, LCSW, CTS for Psychiatric Services, to increase the not-to-exceed amount to \$70,000.00 and authorizing the execution of the amendment.

REGULAR AGENDA

18. Discuss, consider and take appropriate action on approving a Resolution to celebrate veteran Archie Moczygemba for his 100th birthday and to recognize him for his 22 years of service to the United States of America.
19. Discuss and hear an update regarding Williamson County Fair and presentation of 2024 Williamson County Fair Scholarships
20. Discuss, consider and take appropriate action on the selection of a salary grievance committee, including alternates.
21. Discuss, consider and take appropriate action on a policy exception for a position change for Emergency Medical Services.
22. Discuss, consider and take appropriate action on establishing the County Holiday Schedule for FY 2024/2025.

23. Discuss, consider, and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).
24. Discuss and consider Texas Secretary of State Election Advisory No. 2024-21 regarding updated election ballot numbering requirements for the November 5, 2024 election.
25. Discuss, consider and take appropriate action approving the Contract for Ballot on Demand Equipment and Software from ES&S.
26. Discuss, consider and take appropriate action on approving #2024215 Professional Consulting Services Agreement between Williamson County and Berry Dunn for solicitation support for the county's enterprise resource planning system replacement in the not to exceed amount of \$146,900.00 utilizing the cooperative contract TIPS RFP 230601 and authorizing the execution of the Agreement.
27. Discuss, consider, and take appropriate action on a Supplemental Agreement for Geotechnical/Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the new Wilco headquarters (P577).
28. Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the new Wilco headquarters (P577).
29. Receive and acknowledge approval of Change Order No. 1 from PaveConnect Logistics, LLC for the Taylor Annex parking lot Project in the amount of \$13,575.61, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez pursuant to the Commissions Court's prior delegation of change order approval authority pursuant to Loc. Gov't. Code Sec. 262.031.
30. Discuss, consider and take appropriate action on awarding IFB #24IFB50 General Roadway Cast-in-Place Concrete to RHB Construction, Inc. in the amount not to exceed \$550,000.00 and authorizing execution of the agreement.
31. Discuss, consider, and take appropriate action on approving IFB #24IFB55 with Alpha Paving Services LLC for Cul-de-Sac and Straight Section – Fog Seal Spring 2024 for the Road and Bridge Division in the amount of \$347,346.25 and authorize execution of this agreement.
32. Discuss, consider, and take appropriate action on awarding #24RFSQ11 Engineering Services for Williamson County Road Bond Project CR 123 Bridge to Doucet and Associates, Inc. in the maximum amount payable of one-million two hundred thousand dollars (\$1,200,000.00) and authorize execution of the agreement. The funding source is Road Bonds P682.
33. Discuss, consider, and take appropriate action regarding a Nationwide Permit 14 Pre-construction Notification (NWP14 PCN) to the U.S. Army Corps of Engineers (USACE). The application is required as part of the Due Diligence Environmental Investigations for the CR 255 Improvements Project in Commissioner Pct. 3. Project: P546 Funding Source: Road & Bridge

34. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$9,568.50 for Project 23IFB67 Corridor C - SH 29 (Capital Excavation) P: 459 Funding Source: Road Bond.
35. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$229,702.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 346 Funding Source: Road Bond.
36. Discuss, consider, and take appropriate action regarding the Center for Archeological Research (CAR) Governmental Agency Curation Agreement for the Ronald Reagan Widening project, a Road Bond Project in Commissioner Pct. 2. P336
37. Discuss, consider and take appropriate action on a revised Memorandum of Traffic Control Improvements Agreement with K29 1941 Investments, LP, and Highway 29 Commercial, LLC., which was previously approved under Agenda Item 42 of the June 18, 2024, Commissioners Court session.
38. Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Empire Continental for the Flora Phase 1A Section 3 & Section 4 subdivisions – Precinct 4.
39. Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Allpoints Land Survey, Inc. on behalf of Westin Homes for Lots 17-18, Block A, and Lot 18, Block B of the Nolina Phase 1 Section 1 subdivision – Precinct 3.
40. Discuss, consider and take appropriate action authorizing the County Judge to execute a Chapter 312 Tax Abatement Agreement with LaBatt Industries.
41. Discuss, consider and take appropriate action on a right of entry agreement with Linda I. Strong, Jon P. Strong and Michael Alan Strong for property located on CR 143. Funding Source: LRTP P457
42. Discuss, consider and take appropriate action on a real estate contract with Brandy Lynn Powell f/k/a Brandy Lynn Weaver to acquire 1.180 acres of right of way needed on the CR 255 project. Funding Source: TANS P588
43. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Georgetown regarding a shared use path along Berry Creek. Funding Source: 2023 Park Bonds P647
44. Discuss, consider and take appropriate action to accept a donation special warranty deed from Schwertner Farms, Inc. for 3.298 acres on CR 305.

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)."

45. 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

46. 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
 - d) Project Lunch Lady
47. 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).
48. 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).
49. 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).
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.

REGULAR AGENDA (continued)

- 51. Discuss and take appropriate action concerning economic development.
- 52. Discuss and take appropriate action concerning real estate.

- 53.** 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:

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. Hurdsmen, #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.

54. 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 acknowledging additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$75,000.00

55. 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 acknowledging additional expenditures for Non-Departmental in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004998	Contingencies	\$425,320.00

56. 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.

57. Comments from Commissioners.

58. 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 Gravel, 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 28th day of June 2024 at 4:00 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:** 07/02/2024

Line Item Transfer for the District Attorney

Submitted By: Ronnie Simek, District Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Background

This transfer is necessary to help cover the Extradition expenses of the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.004100	Professional Services	\$10,000.00
To	0100.0440.004236	Extraditions	\$10,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronnie Simek

Final Approval Date: 06/26/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/26/2024 09:31 AM

06/26/2024 10:59 AM

Started On: 06/24/2024 03:40 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 07/02/2024

Budget Line Item Transfer for Justice of the Peace, PCT. 1

Submitted For: KT Musselman**Submitted By:** Misty Lamb, J.P. Pct. #1**Department:** J.P. Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, PCT. 1

Background

Justice of the Peace, PCT 1 is requesting a line item transfer in the amount of \$5,816.00 to cover the remaining cost of the on-call invoice for May.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.004192	Transportation/Autopsies	5,816.00
To	0100.0451.004190	Autopsies, Med Inquests	5,816.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Lamb

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/26/2024 12:45 PM

06/27/2024 11:49 AM

Started On: 06/26/2024 09:14 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 07/02/2024

Line item transfer for Pretrial Services

Submitted For: Jaime Brew**Submitted By:** Jaime Brew, Wilco PreTrial Services**Department:** Wilco PreTrial Services**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The approval of this Line Item Transfer will cover printer supplies/toner for Pretrial Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0591.004100	Professional Services	\$2,500.00
To	0100.0591.003120	Printer Supplies	\$2,500.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jaime Brew

Final Approval Date: 06/26/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/26/2024 09:29 AM

06/26/2024 10:59 AM

Started On: 06/21/2024 12:52 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 07/02/2024

Budget line item transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Juvenile Services is requesting a line item transfer of \$3,000.00 from Residential Services to replace the broken industrial ice maker in the kitchen at the Juvenile Justice Center. We have made efforts to repair the current ice machine, but it has proven to be irreparable.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	\$3,000.00
To	0100.0576.005003	Equipment > \$5,000.00	\$3,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/27/2024 08:07 AM

06/27/2024 08:14 AM

Started On: 06/27/2024 07:49 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 07/02/2024

Line Item Transfer for the County Sheriff, Law Enforcement

Submitted For: Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Background

A line item transfer is requested to cover the cost of replacing a K-9 that is being retired based on the Sheriff's Office primary Veterinarian's recommendation. Point of Contact Chief James David.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	Law Enforcement Equip < \$5,000	\$15,600.00
TO:	0100.0560.005000	Capital Outlay > \$5,000	\$15,600.00

Attachments

K9 Replacement

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Virginia Johnson

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/27/2024 01:04 PM

06/27/2024 01:10 PM

Started On: 06/27/2024 08:24 AM

K-9 & HANDLER COSTS - INITIAL, RECURRING, AND REPLACEMENT

Initial Costs

Police Service Dog	\$ 14,600
Vehicle K-9 Insert	8,932
Cost of K-9/Handler Equipment:	965
Dog Kennel/Dog House	990
	<hr/>
TOTAL	\$ 25,487

Recurring Costs - Estimated - (6 - LE K9 & 1 - Corrections)

Average Annual Cost for handler/K9s for training	\$ 15,000
Cost of Dog Food	5,460
Veterinary Cost including preventive	10,745
Tick Defender/Bathing supplies	1,544
Cost of K-9/Handler Equipment:	3,199
"Hot Dog" System (Data) \$180 ea	1,080
Memberships/Certifications	3,620
	<hr/>
Boarding \$38 a night	as needed
K-9 Ballistic Vest - Life span 5 yrs \$1,200 ea	as needed
	<hr/>
TOTAL	\$ 40,648

Cost per dog - \$5,806.86

Disclaimer: The above cost are an estimate based on Historical Data

Commissioners Court - Regular Session**8.****Meeting Date:** 07/02/2024

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason**Submitted By:** ABIGAIL TAYLOR, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is being requested to cover the current shortfall in Office Supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment	\$6,000.00
To	0100.0570.003100	Office Supplies	\$6,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: ABIGAIL TAYLOR

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/26/2024 12:54 PM

06/27/2024 08:03 AM

Started On: 06/26/2024 12:24 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 07/02/2024

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Leah Liesmann, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for the remainder of the FY for Temporary Salaries.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004990	Solid Waste Mgmt/Recycling	\$6,336.28
To	0100.0509.001107	Temp Labor - Seasonal Help	\$5,886.00
To	0100.0509.002010	FICA	\$450.28

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Leah Liesmann

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/26/2024 02:16 PM

06/27/2024 08:32 AM

Started On: 06/26/2024 01:43 PM

Commissioners Court - Regular Session**10.****Meeting Date:** 07/02/2024

merit consent

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, 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

Please see attached documentation for details.

Fiscal Impact

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

Attachments

merit

LIT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 08:05 AM

Started On: 06/26/2024 04:50 PM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Public Affairs	Communications Specialist.1677.001100.	16873	\$59,926.88	\$2,397.20	2.50	\$62,324.08		MERIT	5-Jul-24
911 Communications	Director of Emergency Comm.0119.001100.	14899	\$107,441.36	\$2,148.90	2.00	\$109,590.26		MERIT	5-Jul-24
County Clerk Judicial	Deputy County Clerk.0668.001100.	16965	\$42,003.25	\$1,260.11	3.00	\$43,263.36		MERIT	5-Jul-24
Justice of the Peace 2	Court Clerk II.0989.001100.	12843	\$46,037.12	\$1,381.12	3.00	\$47,418.24		MERIT	5-Jul-24
County Clerk Judicial	Deputy County Clerk.0669.001100.	16857	\$42,003.25	\$1,260.11	3.00	\$43,263.36		MERIT	5-Jul-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0406	001100	2,397.20	
01	0100	0406	001130		2,397.20
01	0100	0581	001100	2,148.90	
01	0100	0581	002010	164.39	
01	0100	0581	002020	344.90	
01	0100	8004	001130		2,148.90
01	0100	8004	002010		164.39
01	0100	8004	002020		344.90
01	0100	0404	001100	2,520.22	
01	0100	0404	002010	192.80	
01	0100	0404	002020	404.50	
01	0100	8002	001130		2,520.22
01	0100	8002	002010		192.80
01	0100	8002	002020		404.50
01	0100	0452	001100	1,381.12	
01	0100	0452	001130		1,381.12

Commissioners Court - Regular Session**11.****Meeting Date:** 07/02/2024

VSC Assets for Auction for June 2024

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Please see the attachment for details.

Fiscal Impact

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

Attachments

VSC Assets for Auction for June

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 06/27/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/27/2024 08:45 AM

06/27/2024 09:18 AM

Started On: 06/17/2024 09:48 AM

County VIN/Serial Number	AJNU30191
Make	BOBCAT
License Plate	N/A
Year	2013
Model	3400
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Keith Geer
Equipment Unit Number	PE1309
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	ASSET#64273
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	510 - Parks
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Keith Geer 5/13/2024 1:11 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/21/2024 7:21 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 5/23/2024 8:55 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 5/28/2024 8:01 AM
Purchasing Department Signature	✔ Koren Shannon 6/21/2024 11:34 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	82
Version	9.0
Attachments	False
Created	3/11/2024 10:27 AM
Created By	Andy Bowerman
Modified	6/21/2024 11:34 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC2HR231348
Make	CHEVROLET
License Plate	1336564
Year	2017
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1739
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:51 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 6:39 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 9:57 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/14/2024 12:28 PM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 9:56 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	111
Version	8.0
Attachments	False
Created	6/13/2024 12:31 PM
Created By	Mark Stevens
Modified	6/17/2024 9:56 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC5JR251535
Make	CHEVROLET
License Plate	1370511
Year	2018
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1866
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:51 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 6:40 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 9:58 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/14/2024 12:24 PM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 11:14 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	112
Version	7.0
Attachments	False
Created	6/13/2024 12:34 PM
Created By	Mark Stevens
Modified	6/17/2024 11:14 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC7JR252024
Make	CHEVROLET
License Plate	PFC3002
Year	2018
Model	TAHOE
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1858
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	132k miles - needs replacement engine
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/14/2024 10:04 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/17/2024 8:48 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/20/2024 10:58 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/21/2024 11:38 AM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 12:28 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	120
Version	7.0
Attachments	False
Created	6/14/2024 9:41 AM
Created By	Mark Stevens
Modified	6/25/2024 12:28 PM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC3LR252301
Make	CHEVROLET
License Plate	1426409
Year	2020
Model	TAHOE
Reason for Status Change	HIGH MILEAGE
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB2039
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	121K MILES - TRANSMISSION IS BAD - SEVERE HAIL DAMAGE
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 5/29/2024 9:30 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/29/2024 6:42 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/4/2024 2:35 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/4/2024 3:03 PM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 10:41 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	103
Version	8.0
Attachments	False
Created	5/28/2024 4:18 PM
Created By	Mark Stevens
Modified	6/25/2024 10:41 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC3GR303026
Make	CHEVROLET
License Plate	1309501
Year	2016
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1637
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	123,457
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:47 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/18/2024 11:05 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/20/2024 12:52 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/21/2024 11:44 AM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 12:35 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	110
Version	7.0
Attachments	False
Created	6/13/2024 12:29 PM
Created By	Mark Stevens
Modified	6/25/2024 12:35 PM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC0JR213758
Make	CHEVROLET
License Plate	RTM0732
Year	2018
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1831
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	111k miles - needs transmission
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 8:59 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 6:35 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 9:57 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/14/2024 12:20 PM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 11:22 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	108
Version	7.0
Attachments	False
Created	6/13/2024 8:36 AM
Created By	Mark Stevens
Modified	6/17/2024 11:22 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC8GR303765
Make	CHEVROLET
License Plate	1309571
Year	2016
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1651
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:48 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 6:42 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 10:00 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/14/2024 10:37 AM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 11:30 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	115
Version	7.0
Attachments	False
Created	6/13/2024 12:38 PM
Created By	Mark Stevens
Modified	6/17/2024 11:30 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC8HR233959
Make	CHEVROLET
License Plate	1336535
Year	2017
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1732
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:46 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 1:54 PM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 3:32 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/17/2024 1:29 PM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 12:22 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	119
Version	7.0
Attachments	False
Created	6/13/2024 12:42 PM
Created By	Mark Stevens
Modified	6/25/2024 12:22 PM
Modified By	Koren Shannon

County VIN/Serial Number	2B3KA43R37H714414
Make	Dodge
License Plate	1171356
Year	2007
Model	Charger
Reason for Status Change	Other- See Comments
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	John Pelczar
Equipment Unit Number	JA0780
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Reducing Fleet per Fleet Committee Request
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	576 - Juvenile Services
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	N/A
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ John Pelczar 6/10/2024 11:03 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/10/2024 2:57 PM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/10/2024 3:23 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/11/2024 8:06 AM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 11:19 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	106
Version	7.0
Attachments	False
Created	6/7/2024 3:17 PM
Created By	Jerry Castillo
Modified	6/25/2024 11:19 AM
Modified By	Koren Shannon

County VIN/Serial Number	1FT8W3DT7KEE24871
Make	Ford
License Plate	1399918
Year	2019
Model	F350
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Hank Jones
Receiving Department Contact Phone Number	Hank Jones 3-3679
Department Authorized Signer	Kate Wolf
Equipment Unit Number	9B1935
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	
Comments (mileage, mechanical issues, other info)	This truck was purchased with purpose of being the back up to the Hazmat truck. Currently 911 does not have a need for the vehicle and it would be better used by HazMat.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	581 - 911 Communications
Receiving Department	542 - Hazmat
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kate Wolf 5/30/2024 11:37 AM
Receiving Department Signature	✔ Hank Jones 5/30/2024 12:12 PM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 5/30/2024 1:59 PM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/31/2024 6:58 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 6/4/2024 4:56 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 6/5/2024 11:11 AM
Purchasing Department Signature	✔ Koren Shannon 6/25/2024 10:48 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
delete duplicate Unit Number	
ID	104
Version	9.0
Attachments	False
Created	5/30/2024 11:02 AM
Created By	Jeff Spencer
Modified	6/25/2024 10:48 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC9HR235266
Make	CHEVROLET
License Plate	1336527
Year	2017
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1725
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:49 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 6:42 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 9:59 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/14/2024 12:22 PM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 11:19 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	114
Version	7.0
Attachments	False
Created	6/13/2024 12:37 PM
Created By	Mark Stevens
Modified	6/17/2024 11:19 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GAHG39K991135661
Make	Chevrolet
License Plate	1266001
Year	2009
Model	EXP. 3500 Van
Reason for Status Change	Other- See Comments
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	John Pelczar
Equipment Unit Number	JC0950
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Reducing Fleet per Fleet Committee Request
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	576 - Juvenile Services
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	N/A
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ John Pelczar 6/10/2024 11:05 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/10/2024 2:58 PM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/10/2024 3:29 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/11/2024 8:03 AM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 10:57 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	105
Version	7.0
Attachments	False
Created	6/7/2024 12:55 PM
Created By	Jerry Castillo
Modified	6/25/2024 10:57 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC6HR235869
Make	CHEVROLET
License Plate	1336562
Year	2017
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1736
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:48 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 1:52 PM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 3:32 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/17/2024 1:25 PM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 12:18 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	116
Version	7.0
Attachments	False
Created	6/13/2024 12:39 PM
Created By	Mark Stevens
Modified	6/25/2024 12:18 PM
Modified By	Koren Shannon

County VIN/Serial Number	1G1ZF575X9F185911
Make	Chevrolet
License Plate	1286006
Year	2009
Model	Malibu Hybrid
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	John Pelczar
Equipment Unit Number	JA0955
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Reducing fleet size per Fleet Committee Request
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	576 - Juvenile Services
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	Yes
Toll TAG Registration Number	TEX 00905587 *8163
Toll TAG Destroyed	Yes
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ John Pelczar 6/11/2024 3:58 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/12/2024 7:28 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/12/2024 9:09 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/12/2024 2:30 PM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 11:32 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	107
Version	7.0
Attachments	False
Created	6/10/2024 3:50 PM
Created By	Jerry Castillo
Modified	6/17/2024 11:32 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLC2E0XBR226111
Make	Chevrolet
License Plate	1110196
Year	2011
Model	Tahoe
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Hank Jones
Receiving Department Contact Phone Number	512-943-3679
Department Authorized Signer	Kevin Teller
Equipment Unit Number	EB1108
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Transfer from auction to Hazmat
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	882 - Fleet Services
Receiving Department	542 - Hazmat
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kevin Teller 6/17/2024 1:31 PM 1.0
Receiving Department Signature	✔ Hank Jones 6/18/2024 9:50 AM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 6/18/2024 9:52 AM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/18/2024 10:55 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 6/20/2024 12:51 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 6/21/2024 11:27 AM
Purchasing Department Signature	✔ Koren Shannon 6/25/2024 12:26 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
delete duplicate Unit Number	
ID	121
Version	9.0
Attachments	False
Created	6/17/2024 1:31 PM
Created By	Kevin Teller
Modified	6/25/2024 12:26 PM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLC2EC3FR626642
Make	CHEVROLET
License Plate	1218423
Year	2015
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1582
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:46 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 6:37 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 9:57 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/14/2024 12:26 PM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 9:59 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	109
Version	8.0
Attachments	False
Created	6/13/2024 12:27 PM
Created By	Mark Stevens
Modified	6/17/2024 9:59 AM
Modified By	Koren Shannon

County VIN/Serial Number	1FTBF2A67FEC46691
Make	FORD
License Plate	1203065
Year	2015
Model	F250
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1552
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	MILEAGE 126354
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kelly Murphy 5/20/2024 2:40 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/21/2024 6:30 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 5/23/2024 8:54 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 5/28/2024 7:58 AM
Purchasing Department Signature	✔ Koren Shannon 6/21/2024 11:32 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	70
Version	7.0
Attachments	False
Created	2/29/2024 12:57 PM
Created By	Gary Thoene
Modified	6/21/2024 11:32 AM
Modified By	Koren Shannon

County VIN/Serial Number	1FTBF2A69FEC46692
Make	Ford
License Plate	1203060
Year	2015
Model	F250
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1551
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Mileage - 133006
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kelly Murphy 6/21/2024 10:22 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/24/2024 10:13 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 6/24/2024 11:23 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 6/24/2024 3:37 PM
Purchasing Department Signature	✔ Koren Shannon 6/25/2024 12:57 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	81
Version	7.0
Attachments	False
Created	3/6/2024 1:43 PM
Created By	Gary Thoene
Modified	6/25/2024 12:57 PM
Modified By	Koren Shannon

County VIN/Serial Number	1FTBF2A60FEC46693
Make	FORD
License Plate	1203064
Year	2015
Model	F250
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1553
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Mileage 131953
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kelly Murphy 5/20/2024 2:48 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/21/2024 6:31 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 5/23/2024 8:54 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 5/28/2024 7:56 AM
Purchasing Department Signature	✔ Koren Shannon 6/21/2024 11:29 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	77
Version	7.0
Attachments	False
Created	2/29/2024 4:12 PM
Created By	Gary Thoene
Modified	6/21/2024 11:29 AM
Modified By	Koren Shannon

County VIN/Serial Number	1GNLCDEC8HR227238
Make	CHEVROLET
License Plate	1336568
Year	2017
Model	TAHOE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1741
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:52 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 6:41 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 9:58 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/14/2024 10:54 AM
Purchasing Department Signature	✓ Koren Shannon 6/17/2024 11:28 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	113
Version	8.0
Attachments	False
Created	6/13/2024 12:35 PM
Created By	Mark Stevens
Modified	6/17/2024 11:28 AM
Modified By	Koren Shannon

County VIN/Serial Number	2B3KA43V19H578445
Make	DODGE
License Plate	GWZ0999
Year	2009
Model	CHARGER
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SA0938
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/24/2024 8:44 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/24/2024 9:36 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/24/2024 11:23 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/24/2024 3:35 PM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 12:52 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	122
Version	7.0
Attachments	False
Created	6/24/2024 8:40 AM
Created By	Mark Stevens
Modified	6/25/2024 12:52 PM
Modified By	Koren Shannon

County VIN/Serial Number	3GCPCE01CG218507
Make	CHEVROLET
License Plate	KKD5733
Year	2012
Model	SILVERADO
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1224
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	140K MILES - NEEDS TRANSMISSION
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 5/28/2024 9:02 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/28/2024 9:23 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/4/2024 2:15 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/4/2024 2:23 PM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 10:36 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	102
Version	8.0
Attachments	False
Created	5/22/2024 3:13 PM
Created By	Mark Stevens
Modified	6/25/2024 10:36 AM
Modified By	Koren Shannon

County VIN/Serial Number	2HJYK16278H539018
Make	HONDA
License Plate	CKX5110
Year	2008
Model	RIDGELINE
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB0899
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/2/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/13/2024 1:45 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/14/2024 1:55 PM
Authorizing Risk Employee Signature	✓ Kristin McGrath 6/14/2024 3:31 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/17/2024 1:28 PM
Purchasing Department Signature	✓ Koren Shannon 6/25/2024 12:20 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	118
Version	7.0
Attachments	False
Created	6/13/2024 12:42 PM
Created By	Mark Stevens
Modified	6/25/2024 12:20 PM
Modified By	Koren Shannon

Commissioners Court - Regular Session**12.****Meeting Date:** 07/02/2024

Assets for Auction Monthly Report 06.02.2024

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2024 through 6/31/2024.

Background

Details attached.

Fiscal Impact

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

Attachments

Auction Asset Report for June

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 06/27/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/27/2024 08:47 AM

06/27/2024 09:18 AM

Started On: 06/17/2024 11:37 AM

*June 2024

Monthly Report

Court Date: 07.02.24

Williamson County - Assets for Auction

Agenda #:

34461

Item	Serial Number	Quantity	Department
Garmin Drive GPS Model A02873	4G8020537	1	911 Communications
Dry Erase Board	N/A not in oracle	2	911 Communications
Doument trays/organizers/Binders	Not in oracle	15	911 Communications
Grade Master Model 600 Test Scoring Machine	H11888 (Not in oracle)	1	911 Communications
verMedia AverPen WOA5 Wirekess Collaboration Device Stylus Pen	6360510070P (not in oracle)	1	911 Communications
HP LaserJet cartidges size 305A new in box, unknown how long	n/a not in oracle	27	911 Communications
Espon ELPLP 64 Spare Projector Lamp Bulb	N/A not in oracle	6	911 Communications
Wood bookshelf (leaning style)	Not in oracle	1	911 Communications
Rolling Clothes Rack	N/A not in oracle	1	911 Communications
X power LG Humidifier	17245	1	Building Maintentance
John Deer 3800PSI 4.0 GPM pressure washer	n/a	1	Building Maintentance
Latitude 5511	ST# 77QX793	1	Building Maintentance
X Power LGR Humidifier	XD-85L2	1	Building Maintentance
Dell 5830DN printer	J3V1R92	1	Corrections
HP collor laserJet CP2025 printer	CNGSC04765	1	Corrections
Dell optiplex 3020 computers	6B9S942	1	Corrections
Dell optiplex 3020 computers	6B94942	1	Corrections
Dell optiplex 7070 Computers	5G1G513	1	Corrections
Dell optiplex 7070 Computers	6LP7B03	1	Corrections
Dell optiplex 7070 Computers	6LMBB03	1	Corrections
Dell optiplex 7070 Computers	FH64G73	1	Corrections
Dell optiplex 7070 Computers	5G0PH13	1	Corrections
DELL OPTIPLEX 7070 DESKTOPS	BN6V903	1	County Auditor
DELL OPTIPLEX 7070 DESKTOPS	B6X903	1	County Auditor
DELL LATITUDE 5501	74PMXY2	1	County Auditor
DELL LATITUDE 5501	9F7M972	1	County Auditor
DELL LATITUDE 5501	GLXKM33	1	County Auditor

DELL LATITUDE 3500 LAPTOP	CQX2MW2	1	County Auditor
DELL LATITUDE 3500 LAPTOP	FPX2MW2	1	County Auditor
DELL LATITUDE 5580	2FKB5M2	1	County Auditor
DELL LATITUDE 5300	B9FFFW2	1	County Auditor
PANASONIC KV-S1045C DOCUMENT SCANNER	B4136RF2816	1	County Auditor
PANASONIC KV-S1045C DOCUMENT SCANNER	B4136RF2908	1	County Auditor
PANASONIC KV-S1045C DOCUMENT SCANNER	B4135RF2483	1	County Auditor
PANASONIC KV-S1045C DOCUMENT SCANNER	B4135RF2545	1	County Auditor
PANASONIC KV-S1045C DOCUMENT SCANNER	B4135RF2579	1	County Auditor
PANASONIC KV-S1045C DOCUMENT SCANNER	B4135RF2600	1	County Auditor
OFFICE ROLLING CHAIR	N/A	4	County Auditor
MISC DELL COMPUTER MONITORS	DELL	12	County Auditor
MISC COMPUTER ACCESSORIES	DELL	1	County Auditor
COMPUTER MONITORS	DELL	6	County Auditor
MISC COMPUTER ACCESSORIES	DELL	1	County Auditor
HP PRINTER, LASERJETM MULTI-FUNCTION M528FD	MXBPM852K8	1	Human Resources
Blue grey office chair	Unknown	1	Juvenile Services
Grey office chair	Unknown	5	Juvenile Services
Dark blue office chair	Unknown	8	Juvenile Services
small side table	Unknown	1	Juvenile Services
Lare white board	Unknown	1	Juvenile Services
Ryobi P501 18v Circular Saw	CS091293758	1	Parks
Ryobi P700 18v Flash Light	CS091208923	1	parks
Ryobi P102 18v Battery	CS1728D401373	1	Parks
Ryobi P102 18v Battery	CS 1716N441288	1	Parks
Ryobi P102 18v Battery	CS1728D401372	1	Parks
Ryobi P516 18v Sawzall	CS18016NC10046	1	parks
Ryobi P516 18v Sawzall	CS18113N160179	1	Parks
Ryobi P209 18v Drill	CS17294N110048	1	Parks
Ryobi P209 18v Drill	CS17291N180544	1	parks
Ryobi P118B Battery Charger	LZ20016D033494	1	parks

Ryobi P100 18v Battery	EG15123D013619	1	Parks
Ryobi P100 18v Battery	EG15173D011198	1	Parks
Ryobi P100 18v Battery	EG14415D011608	1	Parks
Ryobi P100 18v Battery	EG14371D013106	1	Parks
Ryobi P110 18v Battery Charger	CS0912	1	Parks
Ryobi P117 18v Battery Charger	CS17076D310759	1	Parks
Ryobi P4002 18v Drain Auger	NC21123N380288	1	Parks
Ryobi P100 18v Battery	EG14415D011608	1	Parks
Ryobi P100 18v Battery	EG14371D013106	1	Parks
Ryobi P110 18v Battery Charger	CS0912	1	Parks
2014 Stihl MS241 C-M Chainsaw	299391340	1	Parks
2008 Stihl BR420 Backpack Blower	152	1	Parks
2008 Echo SRM265T Weed Eater	S73511028963	1	Parks
2019 Echo PB-2620 Leaf Blower	P48915023828	1	Parks
Dell 5130C CDN printer	41J26X1	1	Sheriff's Office
Dell B5460DN Printer	6PX0522	1	Sheriff's Office
HP Color Laserjet pro	M454DN	1	Sheriff's Office
Dell C1760NW printer	B54G202	1	Sheriff's Office
Dell C2666DN	4FK6T12	1	Sheriff's Office
Alertec DVD/CD Copier	S/N 00372-004358	1	Sheriff's Office
Alertec DVD/CD Copier	S,N 00372-004359	1	Sheriff's Office
Copystars DVD/CD Copier	N/A	3	Sheriff's Office
Kanguru DVD/CD Copier	S/N DD1070813KS04	1	Sheriff's Office
Dell Monitor Stands	Dell	5	Sheriff's Office
Dell optiplex 7050	831QBM2	1	Sheriff's Office
Dell Optiplex 7060	BR847XZ	1	Sheriff's Office
Dell Optiplex 7070	6LN8B03	1	Sheriff's Office
Dell Optiplex 7070	6LP6B03	1	Sheriff's Office
Dell Optiplex 7070	6LP4B3	1	Sheriff's Office
Dell Optiplex 7070	6LN9B03	1	Sheriff's Office
Dell Optiplex 7070	6LQBB03	1	Sheriff's Office

Dell Optiplex 7070	6LNCB03	1	Sheriff's Office
Dell Optiplex 7070	6LR9B03	1	Sheriff's Office
Dell Optiplex 7070	6LN5B03	1	Sheriff's Office
Dell Optiplex 7070	6LQ9B03	1	Sheriff's Office
Dell Optiplex 7070	6LN7B03	1	Sheriff's Office
Dell Optiplex 7070	6LP9B03	1	Sheriff's Office
Dell Optiplex 7070	6LM9B03	1	Sheriff's Office
Dell Optiplex 7070	6LQ6B03	1	Sheriff's Office
Dell Optiplex 7070	6LR2B03	1	Sheriff's Office
Dell Optiplex 7070	6LP6B03	1	Sheriff's Office
Dell Optiplex 7070	6LN2B03	1	Sheriff's Office
Dell Optiplex 7070	6LPCB03	1	Sheriff's Office
Dell Optiplex 7070	6LQ7B03	1	Sheriff's Office
Dell Optiplex 7070	6LPBB03	1	Sheriff's Office
Dell Optiplex 7070	6LN6B03	1	Sheriff's Office
Dell Optiplex 7070	6LQ8B03	1	Sheriff's Office
Flat screen TV's	Sport 9T(BC # 01212)	23	Sheriff's Office
Bench press	Sports 9T(BC# 01212)	1	Sheriff's Office
Stationary Exercise bike	Sports 9T(BC# 01212)	1	Sheriff's Office
Elliptical Exercise machine	jj610g0203284	1	Sheriff's Office
Elliptical machine	Model H	1	Sheriff's Office
Treadmill Spirit	8008451706003188 BX#04714	1	Sheriff's Office
Treadmill Spirit	8008451706003187 BX#04715	1	Sheriff's Office
Cubicle Walls & Brackets		6	Unified Road Systems
Cubicle file cabinet and desktop		1	Unified Road Systems
chair		1	Unified Road Systems

Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 21-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5130C CDN printer
1. Manufacturer ID #:	41J26X1
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell B5460DN printer
2. Manufacturer ID #:	6PX0522
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	HP Color Laserjet pro
3. Manufacturer ID #:	M454DN
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell C1760NW printer
4. Manufacturer ID #:	B54G202
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell C2660DN
5. Manufacturer ID #	4FK6T12
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512 943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 5/29/2024 10:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	4/4/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 21-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5830DN printer
1. Manufacturer ID #:	J3V1R92
1. Oracle Asset #:	204681
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	HP color Laserjet CP2025 printer
2. Manufacturer ID #:	CNGSC04765
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Dell optiplex 3020 computers
3. Manufacturer ID #:	6B9S942, 6B94942
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	Dell optiplex 7070 computers
4. Manufacturer ID #:	5G1G513, 6LP7B03, 6LMBB03, FH64G73, 5G0PH13
4. Oracle Asset #:	233249, 233231, 253731, 237420, 237422
4. Condition of Assets:	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512 943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 5/29/2024 10:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	4/4/2024

Delivered to warehouse by:	Brian Kammerer
----------------------------	----------------

Asset Status Change

Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 08-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Stationary exercise bike
1. Manufacturer ID #:	Sports 9T (BC# 01212)
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Elliptical Exercise machine
2. Manufacturer ID #:	JJ610G0203284
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Elliptical machine
3. Manufacturer ID #:	Model H
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Treadmill Spirit
4. Manufacturer ID #:	8008451706003188 BC#04714
4. Oracle Asset #:	193789
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Treadmill Spirit
5. Manufacturer ID #	8008451706003187 BC#04715
5. Oracle Asset #	193790
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	5129431324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 5/29/2024 10:48 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 08-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Bench press
1. Manufacturer ID #:	Sports 9T (BC# 01212)
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	5129431324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 5/29/2024 10:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 30-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	23
1. Description:	Flat screen TV's
1. Manufacturer ID #:	Sports 9T (BC# 01212)
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	5129431324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 5/29/2024 10:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership terri.countess@wilco.org - 01-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Alertec DVD/CD Copier
1. Manufacturer ID #:	S/N 00372-004358, S/N 00372-004359
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Copystars DVD/CD Copier
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Kanguru DVD/CD Copier
3. Manufacturer ID #:	S/N DD1070813KS04
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	Dell Monitor Stands
4. Manufacturer ID #:	Dell
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Terri Countess
Transferring Dept. Contact Ph#:	512-943-1352
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 5/29/2024 10:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/29/2024

Delivered to warehouse by:	Brian Kammerer
----------------------------	----------------

Asset Status Change

Asset Status Change

Title:	i:0#.f membership mpettigrew@wilco.org - 13-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Ryobi P501 18v Circular Saw
1. Manufacturer ID #:	CS091293758
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Ryobi P700 18v Flash Light
2. Manufacturer ID #:	CS091208923
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Ryobi P102 18v Battery
3. Manufacturer ID #:	CS17280D401373
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Ryobi P102 18v Battery
4. Manufacturer ID #:	CS17162N441288
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Ryobi P102 18v Battery
5. Manufacturer ID #	CS17280D401372
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Mark Pettigrew
Transferring Dept. Contact Ph#:	5129431307
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Keith Geer 5/31/2024 1:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership mpettigrew@wilco.org - 13-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Ryobi P516 18v Sawzall
1. Manufacturer ID #:	CS18016NC10046
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Ryobi P516 18v Sawzall
2. Manufacturer ID #:	CS18113N160179
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Ryobi P209 18v Drill
3. Manufacturer ID #:	CS17294N110048
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Ryobi P209 18v Drill
4. Manufacturer ID #:	CS17291N180544
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Ryobi P118B 18v Battery Charger
5. Manufacturer ID #	LZ20016D033494
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Mark Pettigrew
Transferring Dept. Contact Ph#:	5129431307
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Keith Geer 5/31/2024 1:51 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership mpettigrew@wilco.org - 13-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Ryobi P100 18v Battery
1. Manufacturer ID #:	EG15123D013619
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Ryobi P100 18v Battery
2. Manufacturer ID #:	EG15173D011198
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Ryobi P100 18v Battery
3. Manufacturer ID #:	EG14415D011608
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Ryobi P100 18v Battery
4. Manufacturer ID #:	EG14371D013106
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Ryobi P110 18v Battery Charger
5. Manufacturer ID #	CS0912
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Mark Pettigrew
Transferring Dept. Contact Ph#:	5129431307
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Keith Geer 5/31/2024 1:51 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership mpettigrew@wilco.org - 13-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Ryobi P117 18v Battery Charger
1. Manufacturer ID #:	CS17076D310759
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Ryobi P4002 18V Drain Auger
2. Manufacturer ID #:	NC21123N380288
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Description:	Ryobi P100 18v Battery
3. Manufacturer ID #:	EG14415D011608
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Description:	Ryobi P100 18v Battery
4. Manufacturer ID #:	EG14371D013106
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Description	Ryobi P110 18v Battery Charger
5. Manufacturer ID #	CS0912
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Mark Pettigrew
Transferring Dept. Contact Ph#:	5129431307
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 5/31/2024 1:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/3/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership mpettigrew@wilco.org - 17-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2014 Sthil MS241 C-M Chainsaw
1. Manufacturer ID #:	299391340
1. Oracle Asset #:	95195
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2008 Stihl BR420 Backpack Blower
2. Manufacturer ID #:	152
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2008 Echo SRM265T Weed Eater
3. Manufacturer ID #:	S73511028963
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	2019 Echo PB-2620 Leaf Blower
4. Manufacturer ID #:	P48915023828
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Mark Pettigrew
Transferring Dept. Contact Ph#:	5129431307
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Keith Geer 5/31/2024 1:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/3/2024

Delivered to warehouse by:	Brian Kammerer
----------------------------	----------------

Asset Status Change

Asset Status Change

Title:	i:0#.f membership crendon@wilco.org - 20-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Blue grey office chair
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	5
2. Description:	Grey office chair
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	8
3. Description:	Dark blue office chair
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	small side table
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Large white board
5. Oracle Asset #	n/a
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Celeste Rendon
Transferring Dept. Contact Ph#:	512-248-3230
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 6/6/2024 11:42 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/6/2024

Delivered to warehouse by:	Brian Kammerer
----------------------------	----------------

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jeff.malcolm@wilco.org - 21-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	X power LG Humidifier
1. Manufacturer ID #:	17245
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	John Deer 3800psi 4.0 GPM pressure washer
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✅ Gina Wrehsnig 5/21/2024 9:48 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	❌
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	❌
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/21/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 21-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell optiplex 7050 and7060 computers
1. Manufacturer ID #:	831QBM2 and BR847XZ
1. Oracle Asset #:	204739, 226105
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	dell optiplex 7070
2. Manufacturer ID #:	6LN8B03, 6LP8B03
2. Oracle Asset #:	233239, 233250
2. Condition of Assets:	Working
3. Quantity (Mandatory):	7
3. Description:	Dell optiplex 7070
3. Manufacturer ID #:	6LP4B3,6LN9B03,6LQBB03,6LNCB03,6LR9B03,6LN5B03,6LQ9B03
3. Oracle Asset #:	233245, 233240, 233261, 233242, 233228, 233236, 233260
3. Condition of Assets:	Working
4. Quantity (Mandatory):	7
4. Description:	Dell optiplex 7070
4. Manufacturer ID #:	6LN7B03,6LP9B03,6LM9B03,6LQ6B03,6LR2B03,6LP6B03,6LN2B03
4. Oracle Asset #:	233238, 233251, 233230, 233257, 233264, 233248, 233233
4. Condition of Assets:	Working
5. Quantity (Mandatory):	5
5. Description	Dell optiplex 7070
5. Manufacturer ID #	6LPCB03,6LQ7B03,6LPBB03,6LN6B03,6LQ8B03
5. Oracle Asset #	233253, 233258, 233252, 233237, 233259
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	5129431324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 5/29/2024 10:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 23-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dry Erase board
1. Manufacturer ID #:	N/A not in oracle
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	15
2. Description:	Document trays/ organizers/ Binders
2. Manufacturer ID #:	Not in oracle
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Grade Master Model 600 Test Scoring Machine
3. Manufacturer ID #:	H11888 (not in oracle)
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	verMedia AverPen WOA5 Wireless Collaboration Device Stylus Pens
4. Manufacturer ID #:	6360510070P (not in oracle)
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	27
5. Description	HP LaserJet cartridges size 305A new in box, unknown how long
5. Manufacturer ID #	n/a not in oracle
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 5/24/2024 7:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 23-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Epson ELPLP 64 Spare Projector Lamp Bulb
1. Manufacturer ID #:	N/A not in oracle
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 5/24/2024 7:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f\membership\gwrehsnig@wilco.org - 28-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude 5511
1. Manufacturer ID #:	ST# 77QX793
1. Oracle Asset #:	253692
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 5/28/2024 10:06 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/29/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 28-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Rolling Clothing Rack
1. Manufacturer ID #:	N/A (not in oracle)
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 5/28/2024 4:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 29-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wood Bookshelf (leaning style)
1. Manufacturer ID #:	Not in Oracle
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 5/29/2024 9:04 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jeff.malcolm@wilco.org - 29-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	X power LGR Humidifier
1. Manufacturer ID #:	XD-85L2
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✅ Gina Wrehsnig 5/29/2024 3:18 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	❌
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	❌
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	5/30/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership evelyn.petrere@wilco.org - 30-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP PRINTER, LASERJET, MULTI-FUNCTION M428FD
1. Manufacturer ID #:	MXBPM852K8
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 5/30/2024 11:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461

Asset Status Change

Asset Status Change

Title:	i:0#.f membership vedwards@wilco.org - 31-05-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Cubicle Walls & Brackets
1. Oracle Asset #:	NOT AN ASSET TRACK IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Cubicle file cabinet and desktop
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Chair
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512-943-3330
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bob Daigh 5/31/2024 12:02 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership roxanne.salone@wilco.org - 04-06-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	DELL OPTIPLEX 7070 DESKTOPS
1. Manufacturer ID #:	BN6V903, BN6X903
1. Oracle Asset #:	233179, 233181
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	DELL LATITUDE 5501
2. Manufacturer ID #:	74PMXY2, 9F7M9Y2, GLXKM33
2. Oracle Asset #:	233183, 233184, 248449
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	DELL LATITUDE 3500 LAPTOP
3. Manufacturer ID #:	CQX2MW2, FPX2MW2
3. Oracle Asset #:	240400, 240407
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL LATITUDE 5580
4. Manufacturer ID #:	2FKB5M2
4. Oracle Asset #:	206682
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL LATITUDE 5300
5. Manufacturer ID #	B9FFFW2
5. Oracle Asset #	233102
5. Condition of Assets	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Nathan Zinsmeyer
Transferring Dept. Contact Ph#:	512-943-1561
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie M. Kiley 6/4/2024 4:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership roxanne.salone@wilco.org - 04-06-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	PANASONIC KV-S1045C DOCUMENT SCANNER
1. Manufacturer ID #:	B4136RF2816, B4136RF2908, B4135RF2483, B4135RF2545, B4135RF2579, B4135RF2600
1. Oracle Asset #:	77274, 77276, 113249, 113250, 113251, 113254
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	OFFICE ROLLING CHAIRS
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	12
3. Description:	MISC DELL COMPUTER MONITORS
3. Manufacturer ID #:	DELL
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	MISC COMPUTER ACCESSORIES
4. Manufacturer ID #:	DELL
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Nathan Zinsmeyer
Transferring Dept. Contact Ph#:	512-943-1561
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie M. Kiley 6/4/2024 4:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461

Asset(s) delivered to warehouse on:	6/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership roxanne.salone@wilco.org - 04-06-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	COMPUTER MONITORS
1. Manufacturer ID #:	DELL
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	MISC COMPUTER ACCESSORIES
2. Manufacturer ID #:	DELL
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Nathan Zinsmeyer
Transferring Dept. Contact Ph#:	512-943-1561
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie M. Kiley 6/4/2024 4:35 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	7/2/2024
Agenda Item:	34461
Asset(s) delivered to warehouse on:	6/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Commissioners Court - Regular Session**13.****Meeting Date:** 07/02/2024

Assets for Destruction Monthly Report for June 05.27.24

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2024 through 06/31/2024.

Background

Details attached.

Fiscal Impact

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

Attachments

Assets for Destruction Monthly Report for June 05.27.24

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 06/27/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/27/2024 08:49 AM

06/27/2024 09:19 AM

Started On: 06/21/2024 01:20 PM

"June 2024

Monthly Report

Court Date:

7/2/2024

Williamson County - Assets for Destruction

Agenda #:

34498

Item	Serial Number	Quantity	Department
Motorola Minitor V Pager	136WFW9735 (not in oracle)	1	911 Communications
Motorola APX6000	481CSK4320	1	Wireless Communication

Asset Status Change

Title:	i:0#.f membership thomas.piche@wilco.org - 18-05-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola APX6000
1. Manufacturer ID #:	481CSK4320
1. Oracle Asset #:	168960
1. Condition of Assets:	Non-Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Thomas Piche
Transferring Dept. Contact Ph#:	512-943-3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Richard Semple 6/6/2024 8:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	7/2/2024
Agenda Item:	34498

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 27-05-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Minitor V Pager
1. Manufacturer ID #:	136WFW9735 (not in oracle)
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 5/28/2024 8:11 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	7/2/2024
Agenda Item:	34498

Asset Status Change

Commissioners Court - Regular Session**14.****Meeting Date:** 07/02/2024

Assets for Transfer Monthly Report 06.01.24

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 05/01/2024-05/31/2024.

Background

Details attached.

Fiscal Impact

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

Attachments

Assets for Transfer Monthly Report 06.01.24

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 06/27/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/27/2024 08:48 AM

06/27/2024 09:19 AM

Started On: 06/25/2024 11:50 AM

*June 2024

Monthly Report

Court Date:07.02.24

Williamson County - Assets for Transfer

Agenda #:

Item	Serial Number	Quantity	From Department	
Motorola APX6000 III	481CTX0003	1	Wireless Communication	Emergency Medical Services
Motorola APX6000 III	481CTX0007	1	Wireless Communication	Emergency Medical Services
Motorola APX6000 III	481CTX0019	1	Wireless Communication	Emergency Medical Services
Motorola apx7500 Dual Band Consolette	761CTX0009	1	Wireless Communication	Emergency Medical Services
motorola APX8500 Mobile Radio	681CTV1126	1	Wireless Communication	Emergency Medical Services
Motorola PX850 Mobile Radio	681CTV1154	1	Wireless Communication	Emergency Medical Services

Asset Status Change

Title:	i:0#.f membership thomas.piche@wilco.org - 19-07-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than \$5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX7500 Dual Band Console
1. Manufacturer ID #:	761CTX0009
1. Oracle Asset #:	214328
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola APX8500 Mobile Radio
2. Manufacturer ID #:	681CTV1126
2. Oracle Asset #:	214113
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Motorola APX8500 Mobile Radio
3. Manufacturer ID #:	681CTV1154
3. Oracle Asset #:	214131
3. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Thomas Piche
Transferring Dept. Contact Ph#:	5129433695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Richard Semple 6/6/2024 8:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Emergency Medical Services
Receiving Department Contact Person:	Jessica Toothman
Receiving Dept. Contact Ph#:	5129431283
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Jessica Toothman
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Jessica Toothman 6/6/2024 1:22 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/2/2024
Agenda Item:	34502

Asset Status Change

Asset Status Change

Title:	i:0#.f membership thomas.piche@wilco.org - 19-07-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola APX6000 III
1. Manufacturer ID #:	481CTX0003
1. Oracle Asset #:	214059
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola APX6000 III
2. Manufacturer ID #:	481CTX0007
2. Oracle Asset #:	214063
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Motorola APX6000 III
3. Manufacturer ID #:	481CTX0019
3. Oracle Asset #:	214075
3. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Thomas Piche
Transferring Dept. Contact Ph#:	5129433695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Richard Semple 6/6/2024 8:39 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Emergency Medical Services
Receiving Department Contact Person:	Jessica Toothman
Receiving Dept. Contact Ph#:	5129431283
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Jessica Toothman
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Jessica Toothman 6/6/2024 1:24 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/2/2024
Agenda Item:	34502

Asset Status Change

Commissioners Court - Regular Session

15.

Meeting Date: 07/02/2024

Memorandum of Understanding Between Yong-In City ROK and Williamson County TX

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Sister City Agreement between Williamson County, Texas and Yong-in Special City, ROK and authorize the County Judge to execute same.

Background

Fiscal Impact

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

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	06/27/2024 01:15 PM
Form Started By: Andrea Schiele		Started On: 06/27/2024 11:46 AM
Final Approval Date: 06/27/2024		



대한민국 경기도 용인특례시 - 미합중국 텍사스주 윌리엄슨 카운티



자매결연 합의서

대한민국 용인특례시와 미합중국 윌리엄슨 카운티(이하 '양 지역'이라 한다)는 대한민국과 미합중국 국가 간 수교 원칙에 따라 두 도시 간 우호협력 강화와 공동 번영을 위한 관계를 구축하고 나아가 양국 국민의 우애 증진에 기여하기 위하여 자매결연 체결에 동의하며 아래와 같이 합의한다.

1. 양 지역은 상호 평등하고 호혜적인 입장에서 주민 간 우호교류 증진을 위해 함께 노력하고, 행정·경제·문화관광·교육·민간 등 각 분야에서의 협력을 적극 추진하여 상호 발전을 도모한다.
2. 양 지역의 행정기관은 지속적인 상호 연락을 통해 교류 사항 및 공동 관심사에 대하여 활발히 논의하고 소통함으로써 상호 발전 목적의 협력사업 추진과 민간 차원의 교류 확대를 위하여 노력한다.
3. 양 지역은 관련 부서나 조직으로 하여금 필요시 본 합의서의 부속서류 형식으로 구체적인 상호 협력 분야에 대한 업무를 추진하도록 한다.

본 합의서는 한국어와 영어로 2부 작성하여 양 지역이 각 1부씩 보관하며, 이는 서명한 날부터 효력이 발생한다. 또한 어느 일방이 효력 정지의 의견을 제기하지 않는 한 지속적으로 유효하다.

년 월 일

대한민국 용인특례시장
이상일

미합중국 텍사스주 윌리엄슨 카운티장
빌 그래벨



Williamson County Texas, US – Yong-in Special City, ROK



Sister City Agreement

In accordance with the principles of diplomatic relations between the United States of America and the Republic of Korea, Williamson County, Texas and Yong-in Special City(hereinafter referred to as “both parties”) hereby enter into this sister city agreement to establish a relationship for stronger, friendly cooperation and mutual prosperity, and to further contribute to the promotion of amity among the citizens of both countries and agree as follows.

1. Both parties shall collaborate to promote friendly exchange between their residents from a mutually equal and beneficial standpoint and shall actively pursue cooperation in various fields, including administration, economy, culture and tourism, education, and the private sector, in order to foster mutual development.
2. Administrative agencies in both parties shall engage in active discussions and communication on matters related to exchange and common interest through ongoing communication, striving to advance cooperation projects aimed at mutual development and expand exchange in the private sector.
3. Both parties shall have related departments or organizations to proceed with work on specific areas of mutual cooperation in the form of annexes to this agreement, if necessary.

This agreement shall be drafted in duplicate in English and Korean, with each party retaining one copy, and it shall take effect from the date of signing. It remains in effect continuously unless one party raises an opinion of suspension of effect.

Month Date, Year

Bill Gravell Jr.

Williamson County Texas Judge
United States of America

Lee Sang-il

Mayor of Yong-in Special City
Republic of Korea

Commissioners Court - Regular Session**16.****Meeting Date:** 07/02/2024

Penn Foster Scholarship Program

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 scholarship from Petco Love for education through Penn Foster.

Background

A staff member from the Williamson County Regional Animal Shelter has been chosen for the RVT Scholarship Program through Penn Foster and funded completely by Petco Love. This staff member will be able to use the skills learned to elevate the medical program at the shelter.

Fiscal Impact

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

Attachments

Petco Love/Penn Foster

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:12 PM

Started On: 06/27/2024 11:37 AM

Penn Foster Terms and Conditions for Approved Partners

(“Approved Partner T&C’s”)

“Approved Partner” means the Approved Partner identified on the Approved Partner’s Consent to Penn Foster’s Terms and Conditions. “Penn Foster” means “PF Carrus Careers, LLC.” These Term and Conditions are applicable as between Penn Foster and the Approved Partner.

1. Scholarship; Applicability of Terms and Conditions. (a) Penn Foster is a grantee of a scholarship fund from Petco Love. (b) All Penn Foster Programs provided to Approved Partner and Approved Partner’s students in conjunction with the Petco Love scholarship are governed by these Terms and Conditions. (c) If the Parties have any other contractual relationship with Penn Foster, these terms and conditions shall only apply to students enrolled in accordance with the Petco Love scholarship.

2. Relationship of Parties. Approved Partner is not a customer of Penn Foster, and Penn Foster owes no duties to Approved Partner. Penn Foster’s sole duties are to the students and to Petco Love. Approved Partner’s role is limited to identifying students who Approved Partner authorizes to enroll in the Penn Foster Program with the Petco Love scholarship program. These Terms and Conditions do not create any agency, employment, or similar relationship between the Parties. No Party may take actions on behalf of or that bind the other Party.

3. Approved Partner Status. If Approved Partner is ever notified by Petco Love that it is not an “Approved Partner” of Petco Love or is not authorized to enroll students using the Petco Love scholarship fund, then the Approved Partner shall: (i) notify Penn Foster promptly and (ii) not attempt to enroll any more students using the Petco Love scholarship fund.

4. Enrollments; Scholarship Recipient Selection From time to time, Approved Partner may identify scholarship recipients to Penn Foster, this shall be done in a writing using (an “Enrollment Authorization”). The Approved Partner is solely responsible for complying with all applicable laws and scholarship eligibility requirements in the selection of such scholarship award recipients and in the handling of any information related to said individuals. Under no circumstances will Penn Foster have any responsibility for selecting any scholarship recipient or verifying the scholarship recipient’s eligibility for scholarship funds.

4. Limitations on Scholarship Availability. All enrollments are made on a per-student per-semester basis and are subject to fund availability, and Penn Foster makes no representations or warranties whatsoever regarding the availability to pay for any particular student’s Program. If a student is enrolled for one semester, there is no guarantee that scholarship funds will be available to pay for that student’s entire Program.

5. Approved Partner Responsibilities. Approved Partner will: (i) notify Penn Foster if Approved Partner learns that any Student(s) have violated the Penn Foster Rules of Academic Integrity (available at: <https://partner.pennfoster.com/policy-forms>) or have collaborated on Program exams or assignments, unless the curriculum expressly calls for such collaboration; (ii) notify Penn Foster if any student becomes ineligible to receive scholarship funds.

6. Limitation on Liability. IN NO EVENT WILL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, AGGREGATE, OR SPECIAL DAMAGES UNDER THIS AGREEMENT INCLUDING LOSS OF REVENUES OR PROFITS, OR COSTS OF REPLACEMENT PRODUCTS OR SERVICES. THIS LIMITATION DOES NOT APPLY TO APPROVED PARTNER’S VIOLATIONS OF SECTIONS 8 or 9, BELOW.

7. Disclaimer of Warranties. THE PROGRAMS, SERVICES, AND ASSOCIATED MATERIALS DELIVERED BY PENN FOSTER TO THE STUDENT PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND ACCEPTS THAT THE OTHER PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR WARRANTIES IMPLIED THROUGH COURSE OF CUSTOM OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, PENN FOSTER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT THE COMPLETION OF THE PROGRAM WILL ENABLE A STUDENT TO OBTAIN EMPLOYMENT, OBTAIN A LICENSE, OBTAIN A CERTIFICATION, OR ACHIEVE ANY OTHER CAREER BASED OBJECTIVES. PENN FOSTER RESERVES THE RIGHT TO MODIFY OR DISCONTINUE PORTIONS OR ALL OF THE PROGRAM(S) FROM TIME TO TIME.

8. Confidentiality. During the course of this administration of the scholarship, the Parties may exchange non-public information (including but not limited to information related to a Party's business, Student Information, and other information designated as Confidential) (collectively "Confidential Information."). Either Party ("Disclosing Party") may disclose Confidential Information to the other Party ("Receiving Party"). A Receiving Party may use and disclose the Disclosing Party's Confidential Information solely and exclusively for the purpose of carrying out these terms and conditions. Each Receiving Party shall protect the Disclosing Party's Confidential Information with the same level of protection the Receiving Party uses for its own Confidential Information, but in no event shall the Receiving Party use less than commercially reasonable protections. All Confidential Information shall remain the property of the Disclosing Party. Upon the termination of participation in the scholarship program or the request of the Disclosing Party each Receiving Party shall return or destroy the Disclosing Party's Confidential Information.

9. Ownership of Intellectual Property Rights. Approved Partner hereby acknowledges and agrees that Penn Foster is the sole and exclusive owner of: (i) the Program, all materials and methodologies related to the Program; (ii) all logos, trademarks, copyrights, trade secrets, and other intellectual property created or owned by Penn Foster, whether registered or not (all of the foregoing, the "Penn Foster Property"). Approved Partner shall not acquire any ownership rights in the Penn Foster Property by virtue of this Agreement.

10. Student Information. Approved Partner is not entitled to any information regarding any student's progress in the Penn Foster Program, such as attendance, grades, or any other performance information.

11. Notices. All notices required or permitted under these terms and conditions must be sent to Approved Partner at the address set forth on the PO. All notices directed to Penn Foster shall be sent to: PF Carrus Careers, LLC, Attn: Chief Executive Officer and General Counsel, 925 Oak Street, Scranton, PA 18515. Any notices alleging, asserting, or relating to termination, breach, or default shall be sent by United States certified mail or overnight carrier (with tracking number).

12. Entire Agreement; Amendments; Interpretation. These terms and conditions the entire agreement between the parties and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter of these terms and conditions. These terms and conditions shall be construed, interpreted and enforced according to the laws of the Commonwealth of Pennsylvania, without respect to conflict of law principles. These terms and conditions shall be deemed to have been entered in the Commonwealth of Pennsylvania. Each party unconditionally and irrevocably agrees that all disputes arising under or relating to these terms and conditions (including any dispute as to the validity, enforceability, or existence of these terms and conditions) shall be resolved by a court in Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania, which shall be the exclusive forum and venue for any such disputes.

PETCO LOVE SCHOLARSHIP PROGRAM

Approved Partner's Consent to Penn Foster's Terms and Conditions

Approved Partner's Organization Name: _____

Approved Partner Contact person: _____

Contact Phone Number: _____

Contact Email: _____

Address for Notices: _____

I am authorized to act on behalf of the above-referenced organization, which is an Approved Partner of the Petco Love Veterinary Technician Scholarship Program. The above-referenced organization hereby acknowledges receipt of Penn Foster's Terms and Conditions (below) and agrees to be bound by them.

Agreed by:

Signature

Print Name

Title

Name of Approved Partner Organization

Date

Commissioners Court - Regular Session**17.****Meeting Date:** 07/02/2024

Approval of Amendment #2 to contract #22RFSQ100 Dr. Tania Glenn, PsyD, LCSW, CTS for County Departments

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of amendment #2 to the Professional Services Agreement (PSA) as per RFSQ #22RFSQ100 with Dr. Tania Glenn, TsyD, LCSW, CTS for Psychiatric Services, to increase the not-to-exceed amount to \$70,000.00 and authorizing the execution of the amendment.

Background

RFSQ #22RFSQ100 was originally awarded by Commissioners Court on 07/12/2022 under agenda item #17 with a not-to-exceed amount of \$50,000. Amendment #1 was approved by Commissioners Court on 08.23.2023 under agenda item #25 to increase the not-to-exceed- amount by \$5,000 to allow the District Attorney to utilize the contract. This amendment #2 will increase the not-to-exceed amount to \$70,000 to allow for additional services for both EMS and DA personnel as well as an additional \$5,000 for the County Attorney's Office. There will be various funding sources for these expenses. Department Points of Contact are Damaris Morales for Emergency Services, Shawn Dick for the District Attorney's Office and Stephanie Lloyd for the County Attorney's Office.

Fiscal Impact

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

Attachments

Tania Glenn Amendment #2

Form 1295 Tania Glenn

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 06/26/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/26/2024 10:45 AM

06/26/2024 12:45 PM

Started On: 06/20/2024 02:05 PM

**AMENDMENT TO
PROFESSIONAL SERVICE AGREEMENT
FOR TRAINING AND TRAUMATIC EVENT RESPONSE
FOR THE WILLIAMSON COUNTY EMS
(RFQ 22RFSQ100)**

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

THIS AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR TRAINING AND TRAUMATIC EVENT RESPONSE FOR THE WILLIAMSON COUNTY EMS ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Dr. Tania Glenn, PsyD, LCSW, CTS, acting by and through Tania Glenn & Associates, PA, ("Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Provider entered into a Professional Services Agreement, dated effective July 13, 2022 (the "Agreement"), setting forth the terms and conditions pursuant to which Provider would provide training and traumatic event response services;

WHEREAS, the Parties desires to amend the Agreement to increase the Not-to-Exceed amount to accommodate additional expenses.

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

AMENDMENT

- I. Section III. COST AND PAYMENT of the Agreement shall include the following revision:

The maximum amount payable under this Agreement, without modification, during any COUNTY fiscal year and during any renewal term shall be **Seventy Thousand Dollars (\$70,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued request for training and traumatic event response services by the Williamson County Sheriff or his designee.

- II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

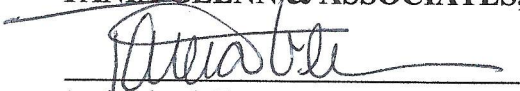
Authorized Signature

County Judge/Presiding Officer

Date: _____

PROVIDER:

TANIA GLENN & ASSOCIATES, PA:



Authorized Signature

Tania Glenn

Printed Name

Date: 06/18/2024

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.

Dr. Tania Glenn & Associates, PA
CEDAR PARK, TX United States

Certificate Number:
2024-1178481

Date Filed:
06/20/2024

Date Acknowledged:

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

Williamson County Emergency Services

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.

22RFSQ100

Individual therapy for EMS and Communications personnel, trauma response after major incidents, resilience/peer support training

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 Tania Glenn, and my date of birth is [REDACTED].

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

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

Executed in Williamson County, State of TX, on the 20th day of June, 2024.
(month) (year)

[Signature]
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:
2024-1178481

Date Filed:
06/20/2024

Date Acknowledged:
06/25/2024

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

Dr. Tania Glenn & Associates, PA
CEDAR PARK, TX United States

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

Williamson County Emergency Services

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.

22RFSQ100

Individual therapy for EMS and Communications personnel, trauma response after major incidents, resilience/peer support training

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**18.****Meeting Date:** 07/02/2024

Archie Moczygemba Day

Submitted For: Russ Boles**Submitted By:** Amalia Puentes-Zuazua,
Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Resolution to celebrate veteran Archie Moczygemba for his 100th birthday and to recognize him for his 22 years of service to the United States of America.

Background

Fiscal Impact

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

Attachments

Archie Moczygemba

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Amalia Puentes-Zuazua

Final Approval Date: 06/26/2024

Reviewed By

Becky Pruitt

Date

06/26/2024 09:34 AM

Started On: 06/26/2024 08:43 AM

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 2nd day of July 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia P. Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, Archie Moczygemba, a Texas native, a veteran is celebrating his 100th year birthday this coming July 4, 2024.

WHEREAS, Archie Moczygemba served in World War II while in the USMC beginning November 14, 1942, until the War ended, altogether for 7 years.

WHEREAS, then for the next 15 years he served in the US Army.

WHEREAS, Archie Moczygemba after basic training, Archie Moczygemba was sent to the Pacific, where he was a member of the First Defense Battalion.

WHEREAS, He was late assigned to the Second Marine Division where he was among the first US Marines to enter Nagasaki after the atomic bomb.

WHEREAS, Archie Moczygemba served all over the world. He has a map at home, with pins that show all the stops he made along the way.

NOW, THEREFORE, BE IT RESOLVED THAT the Williamson County Commissioners Court offers their heartfelt thanks and appreciation to Archie Moczygemba, a Texas native for his 22 years of military service. and Williamson County and proclaims July 2nd, 2024, as “Archie Moczygemba Day” and encourages all county officials, employees, and the public to thank Archie Moczygemba for honorable service to the United States of America.

RESOLVED THIS 2nd DAY OF JULY 2024

Bill Gravell, Jr., Williamson County Judge

Commissioners Court - Regular Session**19.****Meeting Date:** 07/02/2024

Update regarding Williamson County Fair and presentation of 2024 Williamson County Fair Scholarships

Submitted For: Russ Boles**Submitted By:** Kelley Hernandez, Commissioner Pct.
#4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and hear an update regarding Williamson County Fair and presentation of 2024 Williamson County Fair Scholarships

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelley Hernandez

Final Approval Date: 06/26/2024

Reviewed By

Becky Pruitt

Date

06/26/2024 09:35 AM

Started On: 06/26/2024 09:25 AM

Commissioners Court - Regular Session**20.****Meeting Date:** 07/02/2024

Salary Grievance Committee Selection

Submitted For: Ashlie Holladay**Submitted By:** Saira Hernandez, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the selection of a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a grievance committee must be selected each year in the event a salary grievance is filed by an elected official. In the past, the Commissioners Court has followed subsection (b) which requires the random drawing (out of a hat) of 9 names to serve on the grievance committee and twenty names to serve as alternates. Recently, an alternative to the above process has been added as subsection (b-1). This authorizes the commissioners court to adopt the randomized list (as attached) and enter the list into the minutes of the meeting. Generated by our Clerk's Office, this list is composed of the names of all persons who served on a grand jury in the county during the preceding calendar year. The list was populated in Excel and the RAND function was used to randomly select the names.

Fiscal Impact

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

Attachments

Salary Grievance Committee List

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Saira Hernandez

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 08:03 AM

Started On: 06/25/2024 10:53 AM

Salary Grievance Committee Selection
Commissioner's Court - July 2, 2024

1	JUSTIN JACKSON	1-9 Public Members
2	JOHN GOFF	
3	JENNIFER HOLECKE	
4	SEAN DUFFY	
5	KAREN SHIELDS	
6	PHONEKEO LE	
7	MIKHAL CHAPMAN	
8	ARIEL MCAFEE	
9	JAMIE ALTES	
10	PATRICIA MARTINEZ	10-36 Alternates
11	MARY WALDROUP	
12	FORREST FAULKNER	
13	GEORGE SEALES	
14	JOSE SUAREZ	
15	ANDRA SHELTON	
16	SARA GROFF	
17	DAVID CLARY	
18	SONYA AYERS	
19	JACOB FOX	
20	LISA JAHNKE	
21	RICHARD CLEMENT	
22	STEVEN BUNDICK	
23	CHRISTY PORTERFIELD	
24	JONATHAN ANDREWS	
25	CARMEN MALONE	
26	TRACIE COOK	
27	HUNTER LOUDON	
28	JOHN MOLNAR	
29	MUSTAFAAL NASERI	
30	RANDAL REMMERT	
31	ALLAN HILL II	
32	CHAD THOMAS	
33	KAYLA GRANADO	
34	MELANIE JAWORSKI	
35	SAMANTHA SUDARIA	
36	KATHRYN SIKKEMA	

Commissioners Court - Regular Session**21.****Meeting Date:** 07/02/2024

exception EMS

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a policy exception for a position change for Emergency Medical Services.

Background

The only exception is being outside the approved timeline to make changes. Funding will be utilized for the promotional process and promotions being considered are all within policy. Details are attached, and no additional funding is needed.

Fiscal Impact

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

Attachments

540.positions

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 06/26/2024

Reviewed By

Becky Pruitt

Date

06/26/2024 09:31 AM

Started On: 06/25/2024 12:57 PM

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
540 Emergency Medical Services	0826	16851	\$36,524.80	N/A	\$51,872.83	\$40,615.43	\$11,257.40	N/A	Request to move surplus salary dollars to accommodate an internal promotion	7/5/2024
540 Emergency Medical Services	1654	vacant	N/A	N/A	\$102,520.00	\$113,777.40	N/A	\$11,257.40	Request to move surplus salary dollars to accommodate an internal promotion	7/5/2024

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session**22.****Meeting Date:** 07/02/2024

2024/2025 Proposed Holiday Schedule

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on establishing the County Holiday Schedule for FY 2024/2025.

Background

Fiscal Impact

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

Attachments

Proposed Holiday Schedule

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 09:39 AM

Started On: 06/27/2024 09:17 AM

The proposed holiday schedule for paid holidays for the 2024/2025 budget year is as follows:

Veterans Day	Monday	November 11, 2024
Thanksgiving Holiday	Thursday Friday	November 28, 2024 November 29, 2024
Christmas Holiday	Wednesday Thursday	December 25, 2024 December 26, 2024
New Year's Holiday	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
President's Day	Monday	February 17, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Emancipation Day	Thursday	June 19, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025

Commissioners Court - Regular Session**23.****Meeting Date:** 07/02/2024

ARPA Agreement Coupland Water Supply Corporation

Submitted By: Jody Cook, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of \$87,650.00. Coupland Water Supply has spent to date \$121,451 of the \$500,000 awarded and this contract will bring the total to \$209,101 leaving a balance of \$290,899.

Fiscal Impact

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

Attachments

Coupland Water Supply ARPA contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jody Cook

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 09:20 AM

Started On: 06/27/2024 08:50 AM

**SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY AND Coupland Water Supply
Corporation FOR THE SEWER PROJECT**

**WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Coupland Water Supply Corporation ("SUBRECIPIENT"), (collectively, the "Parties") and shall be effective _____, 2023. The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF FUNDS") authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: The maintenance and repair of wastewater collection and process system to ensure reliable consistent wastewater treatment to the residents of the Coupland Water Supply Corporation CCN

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<http://www.e12a.gov/sites/nroduction/files/201-03/documents/cwdefinitions.12df>

For "drinking water" expenditure category definitions, please see:

<http://www.e12a.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-re12orts>

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to **\$87,650.00 (Eighty-Seven Thousand Six Hundred Fifty Dollars and no cents,)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

1. Signed Request for Reimbursement (RFR) form
11. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- u1. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel.
- Iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026, unless terminated earlier in accordance with this.

Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

1. Creates a potential threat to health or safety; or
11. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award's, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

1. Identify and record valid transactions
- II. Record transactions to the proper accounting period in which transactions occurred
- III. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements.
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

VI. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable.

advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
11. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
111. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X. LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII. INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII. SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

____ Coupland Water Supply Corporation _____
____ PO BOX 141 _____
____ COUPLAND TX 78615 _____

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

Authorized Signature

Bill Gravell, Jr.
Printed Name

Date: _____, 2024

SUBRECIPIENT:

Karen Marosko
Authorized Signature

KAREN MAROSKO
Printed Name

Date: 6-26-, 2024

APPENDIX A - Scope of Services will include upgrades to current outdated non- working systems of sewage treatment plant: replacing broken control air piping, fixing treatment plant process equipment and needed associated electrical upgrades. Program or Project Budget will be number 5. Infrastructure 5.1 Clean Water: Centralized Wastewater Treatment

APPENDIXB-

- Replacing failing process air control equipment
- Replacing failing process air piping and valving
- Replacing failing electrical control panels and make needed electrical improvements

Total \$87,650.00

environmental EI² improvements, inc.

QUOTATION		
DATE	NUMBER	PAGE
4/22/2024	0000714	1 of 1

B COU080
I COUPLAND WATER SUPPLY CORP
L PO BOX 141
L COUPLAND, TX 78615
T US
O

S COUPLAND WATER SUPPLY WWTP
H 505 FM 1466
I COUPLAND, TX 78615
P US
T
O

S P GREG SCOTT
A E
L R GSCOTT@EI2WATER.COM
E S (512) 295-3733
S O
N

ATTENTION:

Ken Lockard <lockken64@yahoo.com>

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

PROJECT NO.

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE	
BLOWER UPGRADE		COUPLAND WWTP, PD BLOWERS	GJS/GJS	BEST WAY	
QTY	PART	DESCRIPTION	UNIT PRICE		EXTENDED
2	ROOTS 56URAI ROTARY	ROOTS 45URAI PD Blower	\$12,250.00		\$24,500.00
1	GALVANIZED PIPE	4" AIR PIPING	\$14,300.00		\$14,300.00
1	SERVICE	INSTALLATION/MISC PARTS	\$7,950.00		\$7,950.00

Roots 56URAI Rotary Lobe Positive Displacement Blower
Package Equipped As Follows:
- 7.5hp 1800RPM 3/230-460V TEFC Motor Mounted on a
Double Adjusting Base
- ROOTS 45URAI PD Blower
- V-Belt Drive With Guard
- Above Equipment Mounted On Common Stoddard
Discharge Silencer/Base
- Stoddard Inlet Filter
o Discharge Double-Door Aluminum Check Valve
o Kunkle Spring Type Pressure Relief Valve

BLOWER PIPING WILL BE SUPPORTED OFF THE
GROUND, TO HELP PREVENT CORROSION

• PLEASE VERIFY THAT THE "BILL TO" AND "SHIP TO" ADDRESSES LISTED ABOVE ARE CORRECT.
• SHIPPING IS NOT INCLUDED UNLESS STATED ABOVE.
• BEFORE THE ORDER CAN BE PROCESSED, ENVIRONMENTAL IMPROVEMENTS, INC. MUST HAVE A NAME AND PHONE NUMBER
OF A JOB SITE CONTACT WHO WILL ACCEPT THE SHIPMENT, IN ADDITION TO 1 OF 3 OPTIONS LISTED BELOW:
1. CREDIT CARD ORDER - Credit card payments will incur an additional 3.5% processing fee. Customer must
sign, date, and return quote.
2. VERBAL PURCHASE ORDER - Customer must sign, date, and return quote.
3. PURCHASE ORDER NUMBER - Customer must supply signed and dated hard copy of purchase order or sign, date, and
return quote with the purchase order number.

QUOTE VALID FOR 30 DAYS, UNLESS OTHERWISE NOTED. NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL.

This quote is subject to and incorporates by reference Environmental Improvements, Inc's (EI2) Terms & Conditions which will be provided by email upon written
request at www.ei2water.com. Buyer expressly agrees to the provisions set forth in the Terms & Conditions.

TOTAL: \$46,750.00

Houston * Austin * Dallas * Oklahoma City

www.ei2water.com

environmental EI² improvements, inc.

QUOTATION		
DATE	NUMBER	PAGE
4/22/2024	0000715	1 of 1

B COU080
I COUPLAND WATER SUPPLY CORP
L PO BOX 141
L COUPLAND, TX 78615
T US
O

S COUPLAND WATER SUPPLY WWTP
H 505 FM 1466
I COUPLAND, TX 78615
P US
T
O

S P GREG SCOTT
A E
L R GSCOTT@EI2WATER.COM
E S (512) 295-3733
S O
N

ATTENTION:

Ken Lockard <lockken64@yahoo.com>

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

PROJECT NO.

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE
AIR CONTROLS		COUPLAND WWTP, AIR CONTROL PANEL	GJS/GJS	BEST WAY
QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1	CONTROL PANEL	CENTRALIZED CONTROL PANEL	\$26,750.00	\$26,750.00
6	MAGNATROL	SOLINOID VALVES	\$450.00	\$2,700.00
2	BUTTERFLY VALVES	4" VALVES FOR AIR HEADER	\$725.00	\$1,450.00
1	SERVICE	INSTALLATION/ MISC PARTS	\$10,000.00	\$10,000.00

CONTROL PANEL WILL CONTAIN:
SOLINOID CONTROLS W/ TIMERS
BLOWER CONTROLS W/ STARTERS AND TIMERS
HOUR METERS
ALL INSIDE A STAINLESS ENCLOSURE WITH INNER
DOOR

- PLEASE VERIFY THAT THE "BILL TO" AND "SHIP TO" ADDRESSES LISTED ABOVE ARE CORRECT.
- SHIPPING IS NOT INCLUDED UNLESS STATED ABOVE.
- BEFORE THE ORDER CAN BE PROCESSED, ENVIRONMENTAL IMPROVEMENTS, INC. MUST HAVE A NAME AND PHONE NUMBER OF A JOB SITE CONTACT WHO WILL ACCEPT THE SHIPMENT, IN ADDITION TO 1 OF 3 OPTIONS LISTED BELOW:
 1. CREDIT CARD ORDER - Credit card payments will incur an additional 3.5% processing fee. Customer must sign, date, and return quote.
 2. VERBAL PURCHASE ORDER - Customer must sign, date, and return quote.
 3. PURCHASE ORDER NUMBER - Customer must supply signed and dated hard copy of purchase order or sign, date, and return quote with the purchase order number.

QUOTE VALID FOR 30 DAYS, UNLESS OTHERWISE NOTED. NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL.

This quote is subject to and incorporates by reference Environmental Improvements, Inc's (EI2) Terms & Conditions which will be provided by email upon written request at www.ei2water.com. Buyer expressly agrees to the provisions set forth in the Terms & Conditions.

TOTAL: \$40,900.00

Houston * Austin * Dallas * Oklahoma City

www.ei2water.com

Commissioners Court - Regular Session

24.

Meeting Date: 07/02/2024

Texas Secretary of State Election Advisory 2024-21

Submitted For: Bridgette Escobedo

Submitted By: Bridgette Escobedo, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider Texas Secretary of State Election Advisory No. 2024-21 regarding updated election ballot numbering requirements for the November 5, 2024 election.

Background

Fiscal Impact

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

Attachments

Texas SOS Advisory

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Bridgette Escobedo

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 09:27 AM

Started On: 06/27/2024 09:10 AM

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov



Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Jane Nelson
Secretary of State

ELECTION ADVISORY

NO. 2024-21

TO: County Clerks/Elections Administrators

FROM: Christina Worrell Adkins, Director of Elections *CWA*

DATE: June 24, 2024

RE: Updated Ballot Numbering Requirements

The purpose of this advisory is to address updated requirements relating to the certification of electronic pollbook systems under Texas Election Code 31.014 and to the use of software methods of ballot numbering under Election Code 52.075.

Under those sections of the Texas Election Code, our office has the authority to adopt specific standards for the certification of electronic pollbook systems and to adopt specific requirements relating to the form and content of electronic voting system ballots, including the methods used to comply with requirements in Texas law relating to the numbering of ballots.

In light of recent events that have highlighted how publicly available records may be used to impact a voter's right to a secret ballot, our office has revised the standards for certification of an electronic pollbook system. Those revised standards prohibit the generation of ballot numbers using electronic pollbook systems or using peripheral devices that directly connect to electronic pollbook systems. Jurisdictions using those systems are now required to use ballot numbering methods that do not involve the use of the electronic pollbook system or peripherals that are directly connected to those systems.

Our office has issued revised Electronic Pollbook Certification Standards including the Texas Electronic Pollbook Functional Standards and the Texas Electronic Pollbook Test Cases. The revised documents will be available on our [website](#).

If you have any questions about the information in this advisory, please contact the Elections Division at 1-800-252-VOTE (8683).

CA

Commissioners Court - Regular Session**25.****Meeting Date:** 07/02/2024

Election Systems & Software Ballot On Demand Service Agreement

Submitted For: Bridgette Escobedo**Submitted By:** Bridgette Escobedo, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action approving the Contract for Ballot on Demand Equipment and Software from ES&S.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

ES&S BOD Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Bridgette Escobedo

Final Approval Date: 06/27/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

06/27/2024 12:02 PM

06/27/2024 01:51 PM

Started On: 06/27/2024 11:43 AM

**ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT
B.O. #: 3179**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: WILLIAMSON COUNTY, TEXAS ("Customer").

RECITALS:

A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Williamson County, Texas** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

☒ X Exhibit A (Pricing Summary)

☒ X Exhibit B (Ballot on Demand Equipment, ES&S Software and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

WILLIAMSON COUNTY, TEXAS
301 S.E. Inner Loop - Suite 104
Georgetown, TX 78626
Fax No.: N/A

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Software" means ES&S' proprietary Ballot on Demand Software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.
- c. "Ballot on Demand Equipment" means hardware and software manufactured and developed by parties other than ES&S. Ballot on Demand Equipment shall include, but not be limited to, any printers and laptop computers provided under this Agreement.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the Ballot on Demand Equipment and licenses to the ES&S Software described on Exhibit B. The payment terms are set forth on Exhibit A. Title to the Ballot on Demand Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the Ballot on Demand Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g.,

copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the Ballot on Demand Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S will charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees.**

a. **Equipment Sale and Software License Fees.** The fees for the purchase of Ballot on Demand Equipment and License of ES&S Software are set forth on Exhibit A

**ARTICLE 3
MISCELLANEOUS**

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot on Demand Printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due

hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the Ballot on Demand Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the Ballot on Demand Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Ballot on Demand Equipment and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for Ballot on Demand Equipment and software have been paid by Customer.

3.3 **Warranty.**

a. **ES&S Software.** ES&S warrants for a one (1) year period for the ES&S Software (the "Warranty Period") it will repair any component of the ES&S Software which, while under normal use and service: fails to perform in accordance with its Documentation in all material respects. The Warranty Period will commence upon installation. If a defect or malfunction occurs in the ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S or its authorized representatives shall use reasonable efforts to restore the Software to perform in accordance with its Documentation as soon as practicable. ES&S or its authorized representatives shall restore ES&S Software at a location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services. Customer shall have access to ES&S Help Desk Support during the Warranty Periods. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

b. **Ballot on Demand Equipment.**

i. **Ballot on Demand Printer.** ES&S shall provide a warranty to the Customer for the Ballot on Demand Printer ("Printer") in coordination with the manufacturer of the Printer that shall commence upon delivery and terminate upon the earlier of: (1) one (1) year from the date of delivery (the "Maximum Coverage Period"), or (2) the end of the life of the fuser unit in the Printer. In the event that Customer desires to make a warranty claim prior to expiration of the Maximum Coverage Period, the parties shall determine if the warranty has expired by printing a printer settings sheet which displays the remaining life of the Printer's fuser unit. ES&S warrants during the Warranty Period it, in coordination

with the manufacturer of the Printer, will replace a printer which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any replaced Printer shall be warranted only for the unexpired term of the Warranty Period.

aa. **Warranty Procedures.** In the event of a potential warranty claim, Customer shall contact the ES&S Helpdesk to assess and diagnose Printer performance issues. In the event the Customer and ES&S Helpdesk are unable to resolve the issue, ES&S shall arrange for Customer to be provided with a replacement Printer. Upon receipt of the replacement Printer, Customer shall have seven (7) business days within which to return the malfunctioning Printer to the manufacturer. Customer shall be responsible for shipping and handling costs incurred in order to return the malfunctioning Printer to the manufacturer. If Customer fails to return the malfunctioning Printer within the specified timeframe, Customer shall be responsible for the cost of the replacement Printer and all shipping and handling costs for the replacement Printer. This warranty is effective provided that, (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Printer, and (II) the Printer to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Printer or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

ii. **Ballot on Demand Laptop Computer.** ES&S shall provide a one (1) year warranty to the Customer in coordination with the manufacturer of the Ballot on Demand Laptop Computer ("Laptop") that shall commence upon delivery (the "Warranty Period"). ES&S warrants during the Warranty Period it, in coordination with the manufacturer, will repair or replace any component of the laptop which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. Any repaired or replaced item of Laptop shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the laptop become the property of ES&S. In the event that the laptop fails to perform in accordance with its Documentation, Customer shall contact the ES&S Helpdesk to assess and diagnose any material defects. In the event the ES&S Helpdesk is unable to resolve the issue, ES&S will work with the Customer to return the item to ES&S, and ES&S will work in coordination with the laptop manufacturer to repair and/or replace the laptop. This warranty is effective provided that (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Laptop, and (II) the Laptop to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Laptop or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and

utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

c. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 3.3(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.4 **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the Ballot on Demand Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications.

3.5 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Ballot on Demand Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.6 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.6, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.7 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the Ballot on Demand Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the Ballot on Demand Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Ballot on Demand Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.8 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.9 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.9 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.10 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.11 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.12 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer

shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.14 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Ballot on Demand Equipment, ES&S Software, and services to Customer as an independent contractor and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Ballot on Demand Equipment, ES&S Software, or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.14 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

<u>Sale Summary:</u>		
Description	Refer to	Amount
Ballot on Demand Equipment, ES&S Software, and Services	Exhibit B	\$24,520.00
Shipping & Handling		\$1,080.00
Total Sale:		\$25,600.00
<u>Terms & Conditions:</u>		
Note 1: Pursuant to Section 3.6, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Sale are additive and will be billed as incurred.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$25,600.00 will be invoiced upon delivery of the Ballot on Demand Printing System. Invoices are due net 30 from invoice date.		
<u>Ongoing Services:</u>		
Description	Annual Fee – First Renewal Period	
Software License, Maintenance & Support Services:		
- Ballot on Demand Software Fees (See <u>Exhibit B</u> for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 10% of the previously paid fee.	\$4,680.00	
Fees reflect a one-year term. Payment is due as set forth above and at the start of each Renewal Period.		

EXHIBIT B
BALLOT ON DEMAND EQUIPMENT, ES&S SOFTWARE, AND SERVICES DESCRIPTION,
PRICING AND FEES

QUANTITY	DESCRIPTION	TOTAL PRICE
Ballot on Demand Hardware		
3	Compact Printer with Firmware	\$1,995.00
3	Laptop Computer with Router	\$4,950.00
Ballot on Demand Software		
3	Ballot on Demand 1-Year Software Licenses Including: - Single and Multiple Request Capability	\$15,600.00
Ballot on Demand Services		
X	Ballot on Demand Equipment Installation	\$1,975.00
	TOTAL SALE:	\$24,520.00

Commissioners Court - Regular Session**26.****Meeting Date:** 07/02/2024

Approval of Professional Consulting Services Contract for enterprise resource planning (ERP) replacement project with BerryDunn for Information Services

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving #2024215 Professional Consulting Services Agreement between Williamson County and Berry Dunn for solicitation support for the county's enterprise resource planning system replacement in the not to exceed amount of \$146,900.00 utilizing the cooperative contract TIPS RFP 230601 and authorizing the execution of the Agreement.

Background

The approval of this purchase will benefit Williamson County Information Services in the development of a solicitation scope of work for the county's enterprise resource planning system replacement and facilitation of the solicitation. BerryDunn provides opportunities to share our clients' needs with the software vendor community and gain knowledge of upcoming technological trends and recent product developments. The funding source is 01.0100.0503.004100. The department point is Minnie Beteille.

Fiscal Impact

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

Attachments

Agreement

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 06/26/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/26/2024 09:36 AM

06/26/2024 12:44 PM

Started On: 06/07/2024 09:49 AM

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") between Berry, Dunn, McNeil & Parker, LLC, (hereinafter "Consultant"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Consultant and County shall collectively be referred to as the "Parties."

I. PROFESSIONAL CONSULTING SERVICES

A Statement of Work ("SOW") is attached hereto as Exhibit "A" and the terms therein are incorporated in this Agreement. Consultant agrees to perform the Professional Consulting Services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant 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.** This Agreement shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Agreement, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in the SOW shall be fully performed and delivered to the satisfaction of the County. The Parties acknowledge that the Project Completion Date is initially set to be Twelve (12) months from the Effective Date, however this date may be amended at the sole discretion of the County. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the Project Completion Date and in full accordance with the terms of the SOW. Upon successful completion of the services as described in the SOW, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.
- B.** Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.
- C.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement.

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

III. PAYMENT, TAXES & EXPENSES

- A. **Payment Terms.** County will pay Consultant a flat fixed fee for the Services, as set forth in the attached SOW. The not-to-exceed amount shall be One Hundred Forty-Six Thousand Nine Hundred Dollars (\$146,900.00).

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

- B. **Taxes.** County agrees to pay the amount of any sales, value added, use, excise, or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.
- C. **Expenses.** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the Services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by

reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

IV. OWNERSHIP AND LICENSE

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

V. CONFIDENTIAL INFORMATION

- A. To the extent authorized by law, any business, operational, commercial, financial, or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.
- B. To the extent authorized by law, any business, operational, commercial, financial, or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.
- C. To the extent, if any, that any provision in this Agreement conflicts with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers, and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to

rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

VI. RELATIONSHIP BETWEEN THE PARTIES

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

VII. WARRANTY

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

VIII. INDEMNIFICATION

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

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

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

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

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

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

IX. INSURANCE

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

- A. Coverage Limits.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
 4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.
- B. Certification of Coverage.** Prior to the performance of any Services, Consultant shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Consultant shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.

C. Additional Insureds; Waiver of Subrogation. “Williamson County, Texas, its directors, officers and employees” shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where “Williamson County, Texas, its directors, officers and employees” are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

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

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

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

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

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

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

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

F. Notices by Consultant. Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Consultant shall also notify County, within twenty-four (24) hours of**

receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

- G. Premiums and Deductible.** Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$100,000 in the Consultant's insurance must be declared and approved in writing by County in advance.
- H. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- I. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Consultant, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.
- J. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Consultant's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Consultant's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Consultant hereunder.

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

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

X. CHANGE REQUESTS

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

All Change Requests shall be subject to the following terms:

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

XI. DISPUTE RESOLUTION; MEDIATION

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

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


XII. GENERAL

- A. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- B. Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- D. Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E. No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- F. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- G. County's Right to Audit.** Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.
- H. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- I. Conflicting Terms.** In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- J. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- K. Entire Agreement.** This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

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

BERRY, DUNN, MCNEIL & PARKER, LLC (Consultant)

By: 

Name: Seth Hedstrom

Title: Principal

Date: June 24, 2024

WILLIAMSON COUNTY, TEXAS (County)

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

EXHIBIT “A”

June 6, 2024

Williamson County
Attention: Minnie Beteille
301 SE Inner Loop, Suite 105
Georgetown, TX 78626

Dear Minnie Beteille:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter to Williamson County (the County) as it plans for its upcoming enterprise resource planning (ERP) replacement project. We appreciate the opportunity to be considered for this complex and detailed undertaking, and we are pleased to share the information that follows—including firm, representative team members, experience, approach, work plan, and cost details.

Key Qualifications

As evident in the key points that flow, we have a strong desire to partner with the County; a clear understanding of the work effort required and the County's needs, and extensive experience conducting similar projects in the State and nationally; and several notable attributes that differentiate us from other proposers.



Our commitment to serving public-sector clients in the State. Our project team is very familiar with the State's public-sector landscape, including through work with Denton County Transit Authority, Ellis County, Galveston County, and Travis County. We have extensive experience successfully completing projects of similar scope and size to the initiative proposed. Below, we list our public-sector clients in the State. This experience supports our ability to respond to the unique elements associated with the County.

- City of Allen
- City of Amarillo
- City of Arlington
- City of Austin
- City of Benbrook
- City of Burleson
- City of Carrollton
- City of Cedar Hill
- City of Cedar Park
- City of College Station
- City of Dallas
- City of Denton
- City of DeSoto
- City of Duncanville
- City of Ennis
- City of Farmers Branch
- City of Fate
- City of Fort Worth
- City of Frisco
- City of Galveston
- City of Garland
- City of Georgetown
- City of Grand Prairie
- City of Irving
- City of Katy
- City of Leander
- City of Mansfield
- City of McKinney
- City of Mesquite
- City of Midland
- City of New Braunfels
- City of Pearland
- City of Pflugerville
- City of Plano
- City of Richardson
- City of Rowlett
- City of Sugar Land
- City of University Park
- City of Weatherford
- City of West University Place
- City of Wichita Falls
- CommUnity Care
- Denton County Transit Authority
- Ellis County
- Galveston County
- North Texas Emergency Communications Center
- Round Rock Independent School District
- Texas A&M University
- Travis County
- University of North Texas Health Science Center at Fort Worth



Our full life cycle experience from assessment through implementation and notable background with Oracle EBS replacement projects. With BerryDunn, the County will be served by a firm with extensive experience assisting clients in every stage of the enterprise system planning, selection, and implementation life cycle. In fact, we have conducted more than 200 comparable engagements for a variety of public-sector clients, and most were ERP-specific. As a result of this and our independence from the vendor marketplace, we have become familiar with all major ERP vendors and the

functionalities their systems provide. This includes familiarity with the County's current on-premise ERP system, Oracle EBS. The County will benefit from our background with ERP replacement projects and familiarity with all ERP systems the County may consider in this process, as well as all functional areas in scope including human capital management (HCM) and finance.



Our proven project management approach embeds change management methodologies. Our work for the County will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®) as well as inputs from Agile and Lean principles. Additionally, we know the important role organizational change management (OCM) plays in implementation processes; therefore, we integrate a disciplined change management approach to our work—from system selection through implementation—using Prosci® and other leading change management methodologies and best practices as a foundation. This integration will help ensure the County's stakeholders have opportunities to provide input, support, and buy-in for all decisions from to help increase the likelihood of project success.



Our independent and objective advisory services. Central to our identity is the preservation of our independence and objectivity. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. Further, we do not have any preferred vendors and the County will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell hardware or software products. This—along with our BerryDunn Bridge vendor outreach program—allows us to provide unbiased system consulting services and only work in the County's best interests at all times. BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

BerryDunn Overview

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. As a Limited Liability Company formed in 1974 with 65 principals, 34 owners, and eight office locations, ***we have experienced sustained growth throughout our 50-year history.***

We employ more than 875 staff members—including more than 335 in our Consulting Services Team. From extensive ***project experience for more than 650 state, local, and quasi-governmental agencies***, our team brings valuable perspectives to every engagement. Additionally, our team has prior experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the County serves.

Our firm provides a full range of professional services including:

- **Software Assessment, Planning, and Procurement**
- **Software Implementation Project Management and Oversight**
- **OCM**
- Organizational and Operational Analyses
- Business Process Reviews and Redesign
- Project Assessments and Remediation
- IT Assessments
- IT Strategic Planning
- Leadership and Organization Development
- Enterprise and Departmental Strategic Planning
- Master Planning

- Cost of Service and Fee Studies

Figure 1 illustrates BerryDunn's local government consulting specialization areas. We provide unparalleled expertise and unique insights across these areas, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Areas of Specialization



Of note to the County, we have a dedicated **EDT Practice** that focuses on providing advisory services that address clients' technological and business process modernization needs. The EDT Practice offers more than 30 years of relevant consulting experience, as well as firsthand insights gained from team members' prior experience serving within local government organizations. Having conducted more than 200 projects that span the system replacement life cycle or include business process improvement as a core focal point or part of a larger initiative, we bring unique insights and industry best practices to every engagement. We understand the functionality of local government organizations, and we understand the processes, policies, people, and technology that support it. It is through this and our independence and objectivity that we serve as trusted advisors to our clients and strong proponents to the projects they conduct.



BerryDunn Bridge and Our Independence

BerryDunn Bridge is a program facilitated by our Local Government Practice Group. This program was developed to promote information sharing between public-sector software providers and our consultants and helps continually expand our own—and our clients'—understanding of the public-sector software landscape. BerryDunn Bridge provides opportunities to share our clients' needs with the software vendor community and gain knowledge of upcoming technological trends, recent product developments, and find target markets for software providers.

Public-sector software providers opt into this program to establish a cadence of meetings between their team members and our own to keep up-to-date on industry and client trends. This includes knowledge-sharing opportunities ranging from focused discussions between management teams to software demonstrations with a broader audience of consulting staff. As a result of this program, we are able to best serve our clients and

pass on our knowledge gained—including modern software system capabilities not currently being utilized or perhaps even previously contemplated by our clients.

BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

Relevant Experience

Systems Consulting

BerryDunn has extensive experience in providing a variety of system consulting services to clients similar in size and complexity to the County. In Table 1, we have included a summary of public-sector system consulting projects with which our firm has recently assisted. We have also provided population data.

Table 1: Systems Consulting Experience

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Counties and Regional Governments							
Adams County, Colorado (519,570)	•	•	•	•	•	•	•
Berks County, Pennsylvania (415,000)	•	•	•	•	•	•	
Calumet County, Wisconsin (53,000)	•	•	•				
Carver County, Minnesota (102,100)						•	•
Chesterfield County, Virginia (353,000)	•	•	•	•	•	•	
Clark County, Washington (488,000)	•	•	•	•	•	•	•
Coconino County, Arizona (140,000)						•	•
Doña Ana County, New Mexico (218,000)	•	•	•	•	•	•	
Ellis County, Texas (185,000)	•	•	•	•	•	•	•
Goochland County, Virginia (23,000)	•	•	•	•	•	•	•
Hamilton County, Indiana (338,000)	•	•	•	•	•	•	•
Henrico County, Virginia (325,000)	•	•	•	•	•		
Kaua'i County, Hawai'i (72,000)	•	•	•	•	•		
Maui County, Hawai'i (167,000)	•	•	•	•	•	•	

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Lafayette Consolidated Government, Louisiana (242,000)	•	•	•	•	•	•	•
Louisville/Jefferson County Metro, Kentucky (740,000)	•	•	•	•	•	•	•
Minnehaha County, South Dakota (183,000)	•	•	•	•	•	•	•
Mobile County Health Dept, Alabama (415,000)	•	•	•	•	•	•	•
Monroe County, Florida (74,000)	•	•	•	•	•	•	•
Montgomery County, Pennsylvania (831,000)	•	•	•	•	•	•	•
Outagamie County, Wisconsin (184,000)	•	•	•	•	•	•	•
Peoria County, Illinois (179,000)	•	•	•	•	•	•	•
Person County, North Carolina (39,000)							•
Saginaw County, Michigan (191,000)	•	•	•	•	•	•	•
Scott County, Iowa (166,000)	•	•	•	•	•	•	•
Sussex County, Delaware (200,000)	•	•	•	•	•	•	•
Washington County, Minnesota (252,000)	•	•	•	•	•	•	•
Waukesha County, Wisconsin (407,000)	•	•	•	•	•	•	
Yamhill County, Oregon (107,000)	•	•	•	•	•	•	•
Municipalities							
City of Alameda, California (79,000)							•
City of Amarillo, Texas (199,000)	•	•	•	•	•	•	•
City of Aurora, Colorado (369,000)	•	•	•	•	•	•	•
City of Avondale, Arizona (85,000)	•	•	•	•	•	•	•
City of Beaverton, Oregon (97,000)	•	•	•	•	•	•	•
City of Boca Raton, Florida (91,000)	•	•	•	•	•	•	•
City of Boulder, Colorado (105,000)							•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Brighton, Colorado (40,000)	•						
City of Broken Arrow, Oklahoma (112,000)	•	•	•	•	•	•	•
City of Burlington, Vermont (43,000)							•
City of Cedar Falls, Iowa (41,000)	•	•	•	•	•	•	
City of Coral Springs, Florida (128,000)	•	•	•	•	•	•	•
City of Danville, Virginia (41,000)	•	•	•	•	•	•	
City of DeSoto, Texas (53,000)	•	•	•	•	•	•	
City of Detroit, Michigan (675,000)	•	•	•	•	•	•	•
City of Dover, Delaware (37,453)	•	•	•	•	•	•	•
City of Duncanville, Texas (40,000)							•
City of Edina, Minnesota (52,000)	•	•	•	•	•	•	•
City of Fargo, North Dakota (122,000)	•	•	•	•	•	•	
City of Farmers Branch, Texas (35,000)	•	•	•	•	•	•	•
City of Fort Collins, Colorado (165,000)	•	•					
City of Fountain Valley, California (56,000)	•	•	•	•	•	•	•
City of Frisco, Texas (177,000)	•	•	•	•	•	•	•
City of Gahanna, Ohio (35,000)	•	•	•	•	•	•	•
City of Gaithersburg, Maryland (68,000)	•						
City of Garland, Texas (238,000)	•						
City of Glendale, Arizona (237,000)	•	•	•	•	•	•	•
City of Grand Prairie, Texas (193,837)							•
City of Helena, Montana (32,000)	•	•	•	•	•	•	•
City of Independence, Missouri (117,000)	•	•	•	•	•	•	•
City of Irvine, California (273,000)	•	•	•	•	•	•	•
City of Irving, Texas (230,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of La Mesa, California (60,000)	•						
City of Lakeville, Minnesota (64,000)	•	•	•	•	•	•	•
City of Lawrence, Kansas (96,000)	•	•	•	•	•	•	•
City of Livermore, California (90,000)	•	•	•	•	•	•	
City of Long Beach, California (470,000)							•
City of Mansfield, Texas (70,000)	•	•	•	•	•	•	
City of McKinney, Texas (181,000)	•	•	•	•	•	•	•
City of Midland, Texas (119,000)	•	•	•	•	•	•	•
City of Minot, North Dakota (48,000)						•	•
City of Ormond Beach, Florida (42,000)							•
City of Philadelphia, Pennsylvania (1,581,000)	•	•					
City of Plano, Texas (287,000)	•	•	•	•	•	•	
City of Puyallup, Washington (41,000)						•	•
City of Redding, California (92,000)	•	•	•	•	•	•	•
City of Richland, Washington (53,000)	•	•	•	•	•	•	•
City of San Leandro, California (90,000)	•	•	•	•	•	•	
City of Santa Fe, New Mexico (70,000)	•	•	•	•	•	•	•
City of Simi Valley, California (126,000)							•
City Spokane Valley, Washington (98,000)	•	•	•	•	•	•	•
City of St. Charles, Missouri (70,000)	•	•	•	•	•	•	
City of Sugar Land, Texas (89,000)			•	•	•	•	•
City of Surprise, Arizona (121,000)	•	•	•	•	•	•	•
City of Tampa, Florida (388,000)	•	•	•	•	•	•	•
City of Tucson, Arizona (525,000)	•	•	•	•	•	•	•
City of Weatherford, Texas (31,000)	•	•	•	•	•	•	•

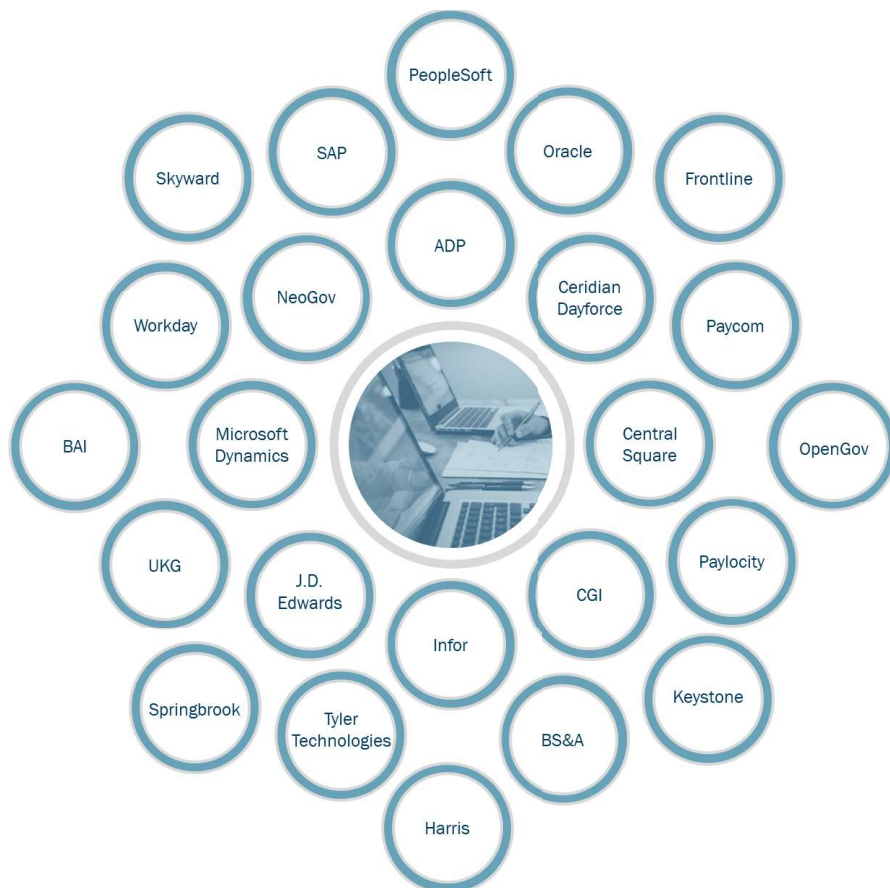
	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Wheat Ridge, Colorado (31,000)	•	•	•	•	•	•	
City of Wilmington, North Carolina (117,000)	•	•	•	•	•	•	•
Village of Oak Park, Illinois (52,000)	•	•	•	•	•	•	•
Regional and Special Purpose							
Coachella Valley Association of Governments, California (represents 10 cities, one county, and four Native American tribes)	•	•	•	•	•	•	•
Chicago Metropolitan Agency for Planning, Illinois (CMAP) (2,710,000)	•	•	•	•	•	•	•
City-Council Information Technology Commission (CCITC), Wisconsin (serves Marathon County, the City of Wausau, three counties' healthcare, four police departments, and Marathon public library system)	•	•	•	•	•	•	
Lafayette Consolidated Government, Louisiana (242,000)	•	•	•	•	•	•	
Metropolitan Government of Nashville and Davidson County, Tennessee (684,000)	•	•	•				
Omaha-Council Bluffs Metropolitan Area Planning Agency, Nebraska (968,000)	•	•	•	•	•	•	
Tri-County Health Department, Colorado (1,400,000)	•	•	•	•	•	•	•
Waste Commission of Scott County, Iowa (175,000)	•	•	•	•	•	•	
K-12 Public Education							
Laramie County School District One, Wyoming (14,000 students)	•	•	•	•	•	•	
Jefferson County School District, Colorado (77,092 students)	•	•	•				

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Newport School District, New Hampshire (1,000 students)	•						
Syracuse City School District, New York (20,000 students)				•	•	•	•

ERP Systems Familiarity

Figure 2, on the following page, describes our experience with ERP software vendors, including those that we have reviewed as part of systems planning engagements and those that clients selected for implementation. Our experience assessing a wide variety of vendors means that we understand the capabilities and limitations of today's systems.

Figure 2: ERP System Vendor and Functional Area Experience



Representative Project Team Members

At BerryDunn, we believe in the synergy that accompanies a team approach. To that end, we will assemble a highly qualified project team to meet the County's ERP needs. The following team members are representative of the qualifications and experience the County can expect of a project team assigned to this project.



Seth Hedstrom, PMP®, LSSGB

Seth is a principal and the leader of our Local Government Practice Group. He leads business process analysis, system selection and implementation, and project management initiatives. He has managed more than 75 enterprise process and technology planning projects over the course of 15 years.. Seth has led our clients through many of the complex decision points and issue-resolution processes typical of business process analysis, system selection, and implementation projects, and facilitated focused reviews of business processes needing change. Through this, Seth has provided business process improvement services for many clients, either as a stand-alone engagement or as part of an enterprise system selection. His experience includes documenting as-is business processes, benchmarking processes with similar organizations, introducing industry best practices, and developing to-be business process recommendations.



Tammie Warren, LSS

Tammie is a senior consultant in BerryDunn's Local Government Practice Group. She is a results-driven business leader with experience in project management and management of large-scale, multi-state enterprise systems and over 12 years focused on finance and HR related business operations. She is highly skilled in interpreting and analyzing business processes, with a passion for problem solving and delivering solutions and experience with working with cross-functional teams and facilitating the successful execution of project objectives and milestones.



Austin Nichols, MPA

Austin is a senior consultant in our Local Government Practice Group and specializes in leading software system replacement projects, both as a consultant and former local government leader. Having led multiple software system replacement projects, Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale projects, including ERP and computer-aided dispatch (CAD)/record management systems (RMS), developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.



Michelle Graham, MS, MBTI, CPM, LSSGB

Michelle is a senior consultant in our Local Government Practice Group with experience executing various types of projects while maintaining a constant focus on change management, organizational development, leadership development, and HCM. She has six years of experience as director of HR and over 15 years of parks and recreation experience in various roles, including director. She has a proven track record in employee retention and has earned multiple departmental and individual awards for her initiatives.



Jen Ferguson, MPA

Jen Ferguson is a senior consultant in our Local Government Practice Group. She has over 25 years of public-sector experience and significant expertise in strategic and financial planning. Jen has led, planned, and coordinated fiscal affairs for cities across Washington and Minnesota, holding influential leadership positions such as city administrator and director of finance. Supplementing her

background in public-sector administration, Jen is well-versed in operations and process improvement, organizational development, performance management, and systems implementations.



Kate Offerdahl-Joyce, NIGP-CPP

Kate is a senior consultant in our Local Government Practice Group who focuses on procurement and contract analysis—having led more than 30 municipal clients through comparable ERP system selection projects. They bring more than 11 years of procurement, process improvement, and recommendation implementation experience. With a strong background in project management, Kate has hands-on experience working with a wide array of teams and organizations to improve business processes to be more efficient, user-friendly, and time and cost-effective. Kate is also a National Institute of Governmental Purchasing Certified Procurement Professional.



Erin Provazek, MBA, CGCIO, ITIL, Prosci® CCP, PMP®, COBIT 2019

Erin is a senior manager in BerryDunn's Local Government Practice Group. She is an experienced information systems (IS) executive with extensive public-sector experience. Most recently, she served as the Assistant IT Director for the City of College Station, Texas. With over 22 years of firsthand experience working with local government agencies and extensive experience assisting public-sector entities in planning, problem solving, and improved IT service delivery, Erin has demonstrated skills in enhancing operational efficiency and maximizing use of limited resources.



Shannon Schulman, MA

Shannon is a consultant with our Local Government Practice Group and is experienced with stakeholder engagement, project coordination, and project documentation. She is also well-versed in business process improvement activities, including current environment assessments and existing data and documentation analysis. Prior to joining BerryDunn, she worked as an implementation consultant specializing in utility billing applications for Tyler Technologies where she served a wide range of clients during her three-year stretch with the firm, including assisting in map building for clients across the nation and implementing utility billing software for local governments.

Approach and Work Plan

Guiding Methodologies

Project Management

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s Guide to the Project Management Body of Knowledge® (PMBOK® Guide).

Change Management

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of the new systems. BerryDunn has observed resistance to change in virtually all our systems-based engagements, and we will work with the County to proactively address resistance by:

- ▲ Engaging stakeholders at the right level throughout the project—from initial planning through go-live—to build understanding for the need for change and gain support from the people who will be using a potential future solution, and who are most familiar with current processes
- ▲ Developing and executing a communications plan that considers the information needs of each stakeholder group

- Documenting business processes, and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs)**. A central focus of the Prosci change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change. Consistent with the Prosci® methodology, the County can expect our change management approach to involve three stages, as described below and on the following page.

1: Preparing for Change

Developing change management strategies, based on input from the County's stakeholders on the existing environment.

2: Managing Change

Overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan.

3: Reinforcing Change

Evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that ***one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.***

This work plan accounts for the RFP process that relates to the replacement of the modules that exist in the current ERP Financials: accounts payable, accounts receivable, purchasing, grants and projects, fixed assets, general ledger, cash management, cost accounting ,HRMS, and payroll.

The overarching benefits the County can expect of our approach include:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the County's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace—for the County's stakeholders to understand why and how findings and recommendations will improve the current environment
- A needs assessment that will include all functional areas within scope, and focus on how those areas interact with each other and integrate with existing systems
- Thorough business process improvement activities, helping the County identify root causes of process and/or system deficiencies
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the County
- An ability to successfully deliver all elements of the County's requested work effort

Below and on the following pages, we provide details of our work plan to conduct the County's project effectively and efficiently.

Phase 0: Project Initiation and Ongoing Project Management

0.1 Conduct initial project planning. We will conduct an initial project planning meeting with the County's project team. In this meeting, we will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the County, as well as our approach to scope, risk, and resource management. As part of this session, we will identify internal and external stakeholder individuals and groups to include in the current state review and analysis and action planning phases.

0.2 Develop the Project Work Plan and Project Schedule. Based on the information gathered from our initial project planning meeting, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the needs assessment process. The Project Work Plan and Schedule will address which stakeholders to include and agreed-upon procedures between BerryDunn and the County related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will review them with the County's project team and solicit feedback. This will introduce the County's project team to our document review process and provide an opportunity for the County's project team to share input on a critical step in the process. We will incorporate feedback and finalize the documentation before distributing it to the County's project team in final form.

▲ D1. Project Work Plan and Project Schedule

0.3 Develop Biweekly Status Updates. On an ongoing basis, we will develop and provide the County Biweekly Status Updates and facilitate biweekly status calls throughout the course of the engagement. The purpose of these Biweekly Status Updates is to provide the County with clarity and awareness as to the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable.

▲ D2. Biweekly Status Updates

Phase 1: Current State Discovery

1.1 Develop and administer a survey. We will develop and administer a survey to County staff and stakeholders to learn about the current systems and processes environment. The information gathered from this activity will serve as the basis for our analysis and will be complemented by later current state review sessions held with these stakeholders.

1.2 Develop and administer an information request and review the results. We will provide the County's project team with an information request sheet for available documentation that will be helpful to us during the project. (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the County's project team provide the documentation prior to the project kickoff presentation current state review sessions, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of County personnel's time. These documents should not be created to fulfill this request; only existing documents would be needed.

1.3 Review provided survey results and documents and data received. We will review, analyze, and synthesize information gathered to date. Outcomes and key themes from this activity will be used to inform our initial understanding of the current state and guide further assessment and action planning activities.

Phase 1: Current State Discovery

1.4 Facilitate a kickoff presentation. We will conduct a kickoff presentation with County leadership and all project stakeholders. This will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the County's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

1.3 Facilitate fact-finding meetings. Following the project kickoff presentation, we will conduct fact-finding meetings with County staff identified as current and future users of the ERP solution, including Finance, HR, and Purchasing. We will also meet with IT staff, representative stakeholders from each department by functional area, and procurement staff. We will explore their experiences in daily interaction with the system, along with any additional areas we identify prior to or during the kickoff meeting. The purpose of these meetings is to review, evaluate, and document the County's existing system functionality and understand processes that are critical or unique to the County. Where appropriate, our team will observe staff conducting business process routines. We will also meet with representatives from the County's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs. When necessary, the BerryDunn team will accommodate unanticipated scheduling challenges of County personnel to make the best use of time. Our approach is to do what we can to accommodate such needs, providing the opportunity for all stakeholders to contribute their thoughts and ideas. We will schedule meetings to address all functional areas in the County's requested scope that may be part of a future ERP environment.

1.4 Develop a Current State Analysis Memo. Drawing on the information gathered through our review of documentation, web survey results, and fact-finding sessions, we will prepare a draft Current State Analysis Memo. This memo will include but not be limited to:

- A high-level summary of findings
- Gaps/deficiencies in current systems functionality or integrations
- Best practice functions, processes, and requirements
- Data migration strategy analysis
- Opportunities for improved system design and efficiency
- Resource considerations related to the implementation as well as the future-system operations phase
- Potential change management resistance areas and potential mitigation strategies
- Other preliminary considerations

We will provide a draft of the Current State Analysis Memo to the County for review and facilitate a work session via teleconference to explain our findings, gain feedback, and build consensus related to the presented decision points. We believe it is important to obtain the County's validation and approval of these findings, as this information will serve as the basis for future requirements. We will then revise the report and update to final.

D3. Current State Analysis Memo

Phase 2: Request for Proposal (RFP) Development

OPTIONAL 2.1 Facilitate vendor outreach information sessions. An optional activity—facilitating vendor outreach information sessions—will provide an opportunity for up to eight vendors to provide information on the capabilities of the systems on the marketplace for up to four hours each. We will provide these vendors with a format to follow

Phase 2: Request for Proposal (RFP) Development

for ease of comparison. Holding these sessions will generate interest from the vendor community and increase the likelihood of a strong response rate, as well as better inform the County when it finalizes requirements for the future ERP solution. At the conclusion of these sessions, we will conduct a debrief survey to solicit feedback from participants of desired functionality to be included in the RFP for a future system.

2.2 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of specific technical and functional requirements based on our experience with other governmental agencies, as well as our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements based on those processes that are critical or unique to the County. These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements, and promote inter-departmental collaboration and efficient information exchange. In our recent experience, those areas have significantly differentiated vendors' solutions and require a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients.

▲ D4. Preliminary Functional and Technical Requirements

2.4 Facilitate joint requirements planning (JRP) work sessions to review and update the requirements. We will facilitate a series of JRP work sessions with County stakeholders and our project team members to review the preliminary requirements. We will reconvene many of the same stakeholders, organized by functional area, which met during fact-finding activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item as well as assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final. Our role in facilitating the JRP work sessions involves contributing our focused knowledge of the vendor marketplace to align the items requested in the list with the goals and objectives of the project. For example, we might comment on where functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can advise on requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders.

▲ D5. Final Functional and Technical Requirements

2.5 Develop an RFP Package. We will develop an RFP Package using a proven format that will include necessary elements for an effective evaluation including but not limited to the following:

- information pertaining to the history of the project,
- a high-level description of the County's current environment,
- change management expectations,
- the County's Final Functional and Technical Requirements,
- detailed data migration and integration requirements,
- detailed key performance indicators used by implementers, and
- and a structured list of points for vendors to address in their responses.

Our project team will also work with the County to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed, based upon established evaluation criteria. Once complete, we will meet with the County's procurement team and project team to review the draft RFP Package, collecting any feedback or additional terms for inclusion, before updating the RFP to final and providing it to the County's project team for distribution through its standard channels. In addition, we can provide a distribution list that includes most of the major time and attendance solution vendors in the market.

Phase 2: Request for Proposal (RFP) Development

▲ D6. RFP Package

Phase 3: System Selection

3.1 Assist with responding to vendor questions and developing addenda. Our project team will coordinate, plan, and lead a pre-proposal conference by phone for interested vendors, facilitating the question-and-answer portion of the meeting. We will then compile a list of questions raised and will prepare suggested responses on the County's behalf. These will be provided in a format that the project team can review, revise, and ultimately publish as an addendum to the RFP, as determined by procurement staff.

3.2 Assist with facilitating a vendor pre-proposal conference. Our project team will coordinate, plan, and lead a pre-proposal virtual meeting for interested vendors, facilitating the question-and-answer portion of the meeting. We will then compile a list of questions raised and will prepare suggested responses on the County's behalf. These will be provided in a format that the County can review, revise, and ultimately publish as an addendum to the RFP, as determined by County's procurement team.

3.4 Perform an initial completion review of vendor proposals received, identify initial items for clarification, and develop a Proposal Executive Summary Memo. We will facilitate the proposal review process by analyzing vendor proposals compiling them in a single, executive-level Proposal Executive Summary Memo. The memo will identify key areas for consideration by the evaluation team related to each vendor's alignment with the established evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

3.5 Facilitate round one scoring meetings to identify short-listed vendors and items needing clarification. We will participate in a meeting with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

▲ D7. Proposal Executive Summary Memo/Vendor Short-List Identification

3.6 Facilitate demonstration planning work sessions and help develop demonstration scripts. We will meet with the County's project team to develop demonstration scenarios and scripts. We will hold pre-demonstration conference calls with short-list vendors, giving each vendor one hour to ask questions about the demonstration scenarios and approaches.

3.7 Facilitate vendor demonstrations. We will facilitate conference calls with vendors and assist the County's project team for a period of up to five days. Our project team's extensive background in the demonstration process will provide the County's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

3.8 Assist in planning for reference checks and site visits. We will assist the County's project team with identifying tasks that should be accomplished prior to meeting at each site. We will coordinate with the County's project team to discuss the suggested approach for these reference checks.

Phase 3: System Selection	
<p>3.9 Facilitate a final selection meeting. We will participate in the final selection meeting via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.</p>	
<p>▲ D8. Preferred Vendor Identification</p>	
<p>3.10 Support the County in the contract negotiations process with its preferred vendor. At the conclusion of final scoring activities, we anticipate supporting the County with the contract negotiations process when and where it will benefit the County most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure the County's best interests are met and project goals and objectives are achieved.</p> <p>Working collaboratively with the County's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:</p> <ul style="list-style-type: none"> • Developing a draft contract, using the County's contracting procedures and the vendor's proposal as starting points • Reviewing the contract documents with the County's project team to help ensure that requirements are clearly defined and to establish that the County agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions • Participating during negotiations with the preferred vendor • Supporting presentation development and delivery to County leadership as it relates to receiving approval and contract execution <p>Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of the County, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor</p> <p>In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 50 hours, billed as incurred.</p>	
<p>▲ Deliverable 9 – Contract Negotiations Assistance</p>	

Phase 4: As an optional fourth phase, BerryDunn is available to support the implementation of the selection system by providing implementation project management support and related advisory assistance based on our extensive experience being a part of implementations in similar local government organizations. We provide a variety of service levels ranging from full-time, team efforts to part-time, focused roles. We would expect to further define such involvement when the County reaches Task 3.5 when there will be a better sense of likely timelines, resource requirements, and resource availability.

Cost

Table 2, below, presents the fixed-fee costs associated with our proposed work plan. These fees are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable

is based on the County's signed acceptance. That said, the County will not incur any additional costs associated with the process of reaching deliverable acceptance.

Table 2: Fixed-Fee Project Costs

Phase	Cost
Phase 0: Project Initiation and Ongoing Project Management	\$15,100
Phase 1: Current State Discovery	\$41,500
Phase 2: RFP Development	\$31,200
Phase 3: System Selection	\$41,600
Total	\$129,400
Travel Expense Estimate*	\$9,500
OPTIONAL 2.1 Facilitate vendor outreach information sessions.	\$8,000
Optional Phase 4: Implementation Assistance	\$260/hr

*Travel will be billed as incurred.

All work will be conducted in accordance with our agreement with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 Consulting and Other Related Services. The following table shows our planned project roles, estimated hours by role, and proposed costs to indicate alignment within the TIPS rates.

Table 3: Project Role Allocations

Project Role	Estimated Hours	Proposed Rate	TIPS Rate
Project Principal	20	\$425	\$485
Project Manager	120	\$265	\$286
Lead Business Analyst	180	\$245	\$252
Lead Technical Analyst	80	\$245	\$252
Business Analyst	127	\$200	\$213

Additionally, we will submit invoices in accordance with the County's Vendor Reimbursement Policy (dated March 29, 2023).

In Closing

If you have any questions regarding the services we can provide or wish to discuss your goals and objectives with us in more detail, please feel free to contact us directly. We look forward to learning how we can help the County achieve its goals and objectives for this important initiative.

Sincerely,



Seth Hedstrom, PMP®, LSSGB, Principal

Local Government Practice Group
207-541-2212 | shedstrom@berrydunn.com

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.

Berry, Dunn, McNeil & Parker, LLC
Portland, ME United States

Certificate Number:
2024-1171109

Date Filed:
06/05/2024

Date Acknowledged:
06/17/2024

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

Williamson County

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.

2024215
ERP Replacement Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hedstrom, Seth	Portland, ME United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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

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

Berry, Dunn, McNeil & Parker, LLC
Portland, ME United States

Certificate Number:
2024-1171109

Date Filed:
06/05/2024

Date Acknowledged:

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.

2024215
ERP Replacement Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hedstrom, Seth	Portland, ME United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in Cumberland County, State of Maine, on the 5th day of June, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**27.****Meeting Date:** 07/02/2024

Williamson County New Headquarters Building (P577) - Supplemental Agreement No. 1

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Supplemental Agreement for Geotechnical/Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the new Wilco headquarters (P577).

Background

This Supplemental Agreement No. 1 to Agreement for Construction Materials Test Engineering Services between Williamson County and Raba Kistner is made to compensate the vendor for additional services with an increase in the Contract sum of \$26,042.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Wilco HQ-P577_Raba Kistner

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 06/26/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

06/21/2024 09:28 AM

06/26/2024 09:28 AM

Started On: 06/21/2024 07:48 AM



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR CONSTRUCTION MATERIALS
TEST ENGINEERING SERVICES**

PROJECT: Williamson County Headquarters ("Project")

**CONSTRUCTION
MATERIALS**

TEST ENGINEER: Raba Kistner, Inc. ("Test Engineer")
Ali Hekmatfar, Ph.D, P.E.
8100 Cameron Road, Suite B-150
Austin, TX 78754

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Management
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Agreement for Construction Materials Test Engineering Services, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and Test Engineer.

R E C I T A L S

WHEREAS, County and Test Engineer previously executed **Agreement for Construction Materials Test Engineering Services** being dated effective **April 16, 2024** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **obtain additional testing for unforeseen soil conditions discovered on site**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and Test Engineer agree that the Agreement is modified and amended as follows:

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

Test Engineer hereby agrees to provide the following Additional Services:

TESTING/OBSERVATION ITEM	UNIT	ESTIMATED QUANTITY
SOILS		
Laboratory Testing		
Moisture Density Relationship (Proctor)	each	2
Sieve Analysis - Washed through No. 200	each	2
Atterberg Limits	each	2
Hydraulic Conductivity ASTM D 5084	each	2
Field Testing/Observation		
In-Place Nuclear Densities (Per Test)	each	212
Materials Technician	hour	212
Vehicle Travel Charge	trip	53
PROJECT ADMINISTRATION		
Admin/Clerical	hour	6
Engineer in Training	hour	4
Senior Project Manager	hour	6
TOTAL ESTIMATED FEE		\$26,042

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay Test Engineer **Twenty-Six Thousand Forty-Two Dollars (\$ 26,042)**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

Test Engineer hereby agrees to provide the Additional Services by or before **August 29, 2025.**

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

TEST ENGINEER:

Raba Kistner, Inc.

By: _____
Signature

Gabriel Ornelas, Jr., P.E.
Printed Name

Senior Vice President & COO
Title

Date Signed: June 18, 2024

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**28.****Meeting Date:** 07/02/2024

Williamson County New Headquarters Building (P577) - Amendment No. 1

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the new Wilco headquarters (P577).

Background

Amendment No. 1 to Agreement for Construction Materials Test Engineering Services between Williamson County and Raba Kistner is made to amend the language relating to Article #8, "Time of Payment; Payment and Interest; and Right to Audit" of the Agreement. No increase in time or funds.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Wilco HQ-P577_Raba Kistner

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 06/26/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

06/21/2024 09:28 AM

06/26/2024 09:29 AM

Started On: 06/21/2024 08:01 AM



**AMENDMENT NO. 1
TO
AGREEMENT FOR CONSTRUCTION MATERIALS TEST ENGINEERING SERVICES**

PROJECT: Williamson County Headquarters ("Project")

**CONSTRUCTION
MATERIALS**

TEST ENGINEER: Raba Kistner, Inc. ("Test Engineer")
Ali Hekmatfar, Ph.D, P.E.
8100 Cameron Road, Suite B-150
Austin, TX 78754

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to **Agreement for Construction Materials Test Engineering Services** ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and Test Engineer.

R E C I T A L S

WHEREAS, County and Test Engineer previously executed that certain **Agreement for Construction Materials Test Engineering Services** ("Agreement") being dated effective **April 16, 2024**, wherein Test Engineer agreed to perform certain professional construction materials test engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Time of Payment; Payment and Interest; and Right to Audit** under **Article #8** of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and Test Engineer agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Article #8 – Time of Payment; Payment and Interest; and Right to Audit

Section 8.1 – Time of Payment shall be amended and supplanted by the following:

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon the services which have been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Test Engineer shall submit a sworn statement to the County, along with the completed test reports setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Article 7 (Additional Services and Charges) which have not been previously billed or paid.

In the event the statement 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 Test Engineer seeks reimbursement from the County, the charges shall be accompanied by time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor and an affidavit signed by an officer or principal of the Test Engineer 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.

The approval or payment of any statement shall not be considered to be evidence of performance by the Test Engineer to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

Upon submittal of the initial invoice, Test Engineer 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.

II. Terms of Agreement Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, County and Test Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

TEST ENGINEER:

COUNTY:

6/18/2024
Wilco HQ

Raba Kistner, Inc.

By: _____
Signature

Gabriel Ornelas, Jr., P.E.

Printed Name

Senior Vice President & COO

Title

Date Signed: June 18, 2024

Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**29.****Meeting Date:** 07/02/2024

Taylor Annex Parking Lot Repave_PaveConnect CO#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 PaveConnect Logistics, LLC for the Taylor Annex parking lot Project in the amount of \$13,575.61, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez 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 for additional requested services on the Taylor Annex parking lot. Williamson County Facilities Senior Project Manager, Angel Gomez was delegated change order approval for this project on March 15, 2023, by the Commissioners Court pursuant to Williamson County Facilities Management pursuant to Loc. Gov't. Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioner's Court.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Taylor Annex Parking Lot Repave_PaveConnect_CO1

Form Review**Inbox**

Hal Hawes
Facilities Management (Originator)
Hal Hawes
County Judge Exec Asst.
Form Started By: Christy Matoska
Final Approval Date: 06/27/2024

Reviewed By

Hal Hawes
Christy Matoska
Hal Hawes
Becky Pruitt

Date

06/26/2024 02:59 PM
06/26/2024 03:29 PM
06/26/2024 03:33 PM
06/27/2024 08:04 AM
Started On: 06/26/2024 02:19 PM



PaveConnect Logistics, LLC
44 Grant 65
Sheridan, AR 72150

877-942-5613 Phone
870-942-2666 Fax
www.paveconnect.com

DATE - 6/25/2024

CHANGE ORDER REQUEST

Client: _____

Site Location: _____

Address: _____

City, ST: _____

PC Project #: _____

Client PO#: _____

We are requesting authorization to perform the following additional work that is not specified in the original contract.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Please issue a change order in the amount of \$ _____

Project Cost Summary	
Original Bid Amount:	\$
Previously Approved CO:	\$
Pending CO:	\$
New Requested CO Amount:	\$
New Project Total:	\$

Name: _____

Title: _____

Signature: _____

Date: _____

Commissioners Court - Regular Session**30.****Meeting Date:** 07/02/2024

Award of IFB #24IFB50 General Roadway Cast-in-Place Concrete to RHB Construction, Inc. for Road and Bridge Dep

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #24IFB50 General Roadway Cast-in-Place Concrete to RHB Construction, Inc. in the amount not to exceed \$550,000.00 and authorizing execution of the agreement.

Background

Williamson County Purchasing Dept. sent out one thousand two hundred fifty-eight (1,258) notifications with thirty-nine (39) document takers and received one (1) vendor submission. After reviewing all the pertinent information, it was concluded that RHB Construction Inc submitted the overall lowest and best offer. This contractor has performed similar work on other projects and the Road and Bridge Department recommends Williamson County award this solicitation #24IFB50 to RHB Construction with a not-to-exceed amount of \$550,000.00. The funding sources are 01.0200.0210.003597 and 01.0200.0210.003599. The Road and Bridge point of contact for this project is Kelly Murphy.

Fiscal Impact

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

Attachments

Agreement

Recommendation Letter

Bid Tabulation

Form 1295 - RHB Construction Inc

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 06/26/2024

Reviewed By

Joy Simonton

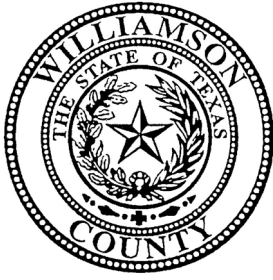
Becky Pruitt

Date

06/26/2024 06:45 AM

06/26/2024 09:27 AM

Started On: 06/06/2024 03:09 PM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **RHB Construction Inc** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the **IFB** Solicitation # **24IFB50, General Roadway Cast -in-Place Concrete;** including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **five hundred fifty thousand dollars and zero cents (\$550,000.00)**, in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the **IFB** Solicitation # **24IFB50, General Roadway Cast -in-Place Concrete;** including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative (sometimes referred to as the “ODR”) and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **TBD**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** **TBD** ; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **\$200.00 per day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

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

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

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas


CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: Ron Hummel

Title: V.P.

Date: 06-14-24

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Contractor's Designated Representative:

Ron Hummel

Phone 512-738-1296

Fax _____



June 11, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #24IFB50 – General Roadway Cast-in-Place Concrete

After reviewing all the pertinent information, we have concluded that RHB Construction Inc. submitted the overall lowest and best offer for the 24IFB50 bid, General Roadway Cast-in-Place Concrete. I recommend to the Williamson County Commissioners Court that they award RHB Construction Inc. the vendor for IFB #24IFB50 – General Roadway Cast-in-Place Concrete with a not-to-exceed amount of \$550,000.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'J. Terron Evertson'. Below the signature, the initials 'for JTE' are written in blue ink.

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure
Williamson County, TX

GENERAL ROADWAY CAST IN PLACE CONCRETE BID TABULATION

COMPANY:					RHB		
BID ITEM	ITEM	NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	UNIT PRICE (LABOR ONLY)
1	104	6021	REMOVING CONC (CURB)	100	LF	20	N/A
2	104	6022	REMOVING CONC (CURB AND GUTTER)	50	LF	38	N/A
3	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	50	SY	38	N/A
4	423	6005	RETAINING WALL (SPREAD FOOTING)	100	SF	50	10
5	432	6001	RIPRAP (CONC)(4 IN)	120	CY	775	15
6	432	6002	RIPRAP (CONC)(5 IN)	120	CY	795	15
7	432	6003	RIPRAP (CONC)(6 IN)	120	CY	810	15
8	465	2174	INLET (COMPL)(DROP)(TY I)	2	EA	150	10
9	465	2168	INLET (COMPL)(DROP)(TY II)	2	EA	200	10
10	466	2001	WINGWALL (SW-0)	100	SF	93	10
11	466	2002	WINGWALL (FW-0)	100	SF	93	10
12	466	2003	WINGWALL (FW-S)	50	SF	93	10
13	466	2004	WINGWALL (PW)	100	SF	93	10
14	466	6094	HEADWALL (CH-PW-0)(DIA= 15 IN)	2	EA	7000	25
15	466	6095	HEADWALL (CH-PW-0)(DIA= 18 IN)	2	EA	8250	25
16	466	6097	HEADWALL (CH-PW-0)(DIA= 24 IN)	2	EA	8600	25
17	466	6099	HEADWALL (CH-PW-0)(DIA= 30 IN)	2	EA	8600	25
18	466	6101	HEADWALL (CH-PW-0)(DIA= 36 IN)	2	EA	8800	25
19	466	6102	HEADWALL (CH-PW-0)(DIA= 42 IN)	2	EA	8800	25
20	466	6103	HEADWALL (CH-PW-0)(DIA= 48 IN)	2	EA	8800	25
21	466	6104	HEADWALL (CH-PW-0)(DIA= 54 IN)	2	EA	5500	25
22	466	6105	HEADWALL (CH-PW-0)(DIA= 60 IN)	2	EA	5500	25
23	466	6002	HEADWALL (CH-FW-0)(DIA= 15 IN)	2	EA	1200	25
24	466	6003	HEADWALL (CH-FW-0)(DIA= 18 IN)	2	EA	7000	25
25	466	6005	HEADWALL (CH-FW-0)(DIA= 24 IN)	2	EA	7200	25
26	466	6007	HEADWALL (CH-FW-0)(DIA= 30 IN)	2	EA	7500	25
27	466	6009	HEADWALL (CH-FW-0)(DIA= 36 IN)	2	EA	7500	25
28	466	6010	HEADWALL (CH-FW-0)(DIA= 42 IN)	2	EA	7500	25
29	466	6011	HEADWALL (CH-FW-0)(DIA= 48 IN)	2	EA	7500	25
30	466	6012	HEADWALL (CH-FW-0)(DIA= 54 IN)	2	EA	3500	25
31	466	6013	HEADWALL (CH-FW-0)(DIA= 60 IN)	2	EA	3500	25
32	466	6032	HEADWALL (CH-FW-30)(DIA= 15 IN)	2	EA	600	10
33	466	6033	HEADWALL (CH-FW-30)(DIA= 18 IN)	2	EA	600	10
34	466	6035	HEADWALL (CH-FW-30)(DIA= 24 IN)	2	EA	600	10
35	466	6037	HEADWALL (CH-FW-30)(DIA= 30 IN)	2	EA	700	10
36	466	6039	HEADWALL (CH-FW-30)(DIA= 36 IN)	2	EA	700	10
37	466	6040	HEADWALL (CH-FW-30)(DIA= 42 IN)	2	EA	800	10
38	466	6041	HEADWALL (CH-FW-30)(DIA= 48 IN)	2	EA	800	10
39	466	6042	HEADWALL (CH-FW-30)(DIA= 54 IN)	2	EA	800	10
40	466	6043	HEADWALL (CH-FW-30)(DIA= 60 IN)	2	EA	800	10
41	467	6329	SET (TY II)(15 IN)(CMP)(3:1)(C)	2	EA	400	10
42	467	6343	SET (TY II)(18 IN)(CMP)(3:1)(C)	2	EA	400	10
43	467	6375	SET (TY II)(24 IN)(CMP)(3:1)(C)	2	EA	400	10
44	467	6406	SET (TY II)(30 IN)(CMP)(3:1)(C)	2	EA	500	10
45	467	6439	SET (TY II)(36 IN)(CMP)(3:1)(C)	2	EA	500	10
46	467	6456	SET (TY II)(42 IN)(CMP)(3:1)(C)	2	EA	500	10
47	467	6467	SET (TY II)(48 IN)(CMP)(3:1)(C)	2	EA	600	10
48	467	6481	SET (TY II)(54 IN)(CMP)(3:1)(C)	2	EA	600	10
49	467	6491	SET (TY II)(60 IN)(CMP)(3:1)(C)	2	EA	600	10
50	467	6330	SET (TY II)(15 IN)(CMP)(4:1)(C)	2	EA	400	10

GENERAL ROADWAY CAST IN PLACE CONCRETE BID TABULATION

COMPANY:					RHB		
BID ITEM	ITEM	NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	UNIT PRICE (LABOR ONLY)
51	467	6345	SET (TY II)(18 IN)(CMP)(4:1)(C)	2	EA	2000	10
52	467	6377	SET (TY II)(24 IN)(CMP)(4:1)(C)	2	EA	2000	10
53	467	6408	SET (TY II)(30 IN)(CMP)(4:1)(C)	2	EA	2000	10
54	467	6441	SET (TY II)(36 IN)(CMP)(4:1)(C)	2	EA	2000	10
55	467	6457	SET (TY II)(42 IN)(CMP)(4:1)(C)	2	EA	2000	10
56	467	6468	SET (TY II)(48 IN)(CMP)(4:1)(C)	2	EA	500	10
57	467	6482	SET (TY II)(54 IN)(CMP)(4:1)(C)	2	EA	500	10
58	467	6492	SET (TY II)(60 IN)(CMP)(4:1)(C)	2	EA	500	10
59	467	6331	SET (TY II)(15 IN)(CMP)(4:1)(P)	2	EA	3000	10
60	467	6346	SET (TY II)(18 IN)(CMP)(4:1)(P)	2	EA	3400	10
61	467	6378	SET (TY II)(24 IN)(CMP)(4:1)(P)	2	EA	3400	10
62	467	2397	SET (TY II)(30 IN)(CMP)(4:1)(P)	2	EA	3200	10
63	467	6442	SET (TY II)(36 IN)(CMP)(4:1)(P)	2	EA	3400	10
64	467	6458	SET (TY II)(42 IN)(CMP)(4:1)(P)	2	EA	2500	10
65	467	6469	SET (TY II)(48 IN)(CMP)(4:1)(P)	2	EA	2500	10
66	467	6333	SET (TY II)(15 IN)(CMP)(6:1)(P)	2	EA	500	10
67	467	6348	SET (TY II)(18 IN)(CMP)(6:1)(P)	2	EA	1400	10
68	467	6380	SET (TY II)(24 IN)(CMP)(6:1)(P)	2	EA	1400	10
69	467	6410	SET (TY II)(30 IN)(CMP)(6:1)(P)	2	EA	1400	10
70	467	6444	SET (TY II)(36 IN)(CMP)(6:1)(P)	2	EA	800	10
71	467	6460	SET (TY II)(42 IN)(CMP)(6:1)(P)	2	EA	800	10
72	467	6471	SET (TY II)(48 IN)(CMP)(6:1)(P)	2	EA	800	10
73	496	6002	REMOV STR (INLET)	2	EA	200	N/A
74	496	6042	REMOV STR (SMALL)	2	EA	225	N/A
75	496	6041	REMOV STR (LARGE)	1	EA	325	N/A
76	500	6001	MOBILIZATION	1	LS	16000	N/A
77	529	6001	CONC CURB (TY I)	150	LF	16	5
78	529	6002	CONC CURB (TY II)	150	LF	16	5
79	529	6007	CONC CURB & GUTTER (TY I)	100	LF	26	10
80	529	6008	CONC CURB & GUTTER (TY II)	100	LF	32	10
81	531	6002	CONC SIDEWALKS (5")	100	SY	44	25

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.

RHB
Round Rock, TX United States

Certificate Number:
2024-1174240

Date Filed:
06/11/2024

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:
06/14/2024

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.

24IFB50
General Roadway Cast in Place Concrete

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:
2024-1174240

Date Filed:
06/11/2024

Date Acknowledged:

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

RHB
Round Rock, TX United States

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

Williamson County

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

24IFB50
General Roadway Cast in Place Concrete

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 Ron Hummel, and my date of birth is [REDACTED].

My address is [REDACTED], Round Rock, TX, 78664, U.S.A
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 13 day of 04, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**31.****Meeting Date:** 07/02/2024

Award of IFB #24IFB55 for Cul-de-Sac and Straight Section – Fog Seal Spring 2024 to Alpha Paving Industries LLC for the Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Vickie Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving IFB #24IFB55 with Alpha Paving Services LLC for Cul-de-Sac and Straight Section – Fog Seal Spring 2024 for the Road and Bridge Division in the amount of \$347,346.25 and authorize execution of this agreement.

Background

The county sent 8,268 notifications of the solicitation, with 33 document takers and received two (2) responses. Alpha Paving Industries LLC submitted the low bid and is recommended for award. In addition to meeting the bid qualifications, Alpha Paving Industries LLC has performed similar work on other projects and received positive references from those contacted. Funding Source is 01.0200.0210.003599. Point of Contact is Terron Evertson, P.E.

Fiscal Impact

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

Attachments

Contract for Alpha Paving Industries
Recommendation letter
Bid tab
Form 1295 Alpha Paving

Form Review**Inbox**

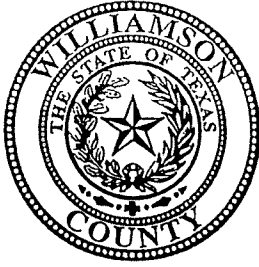
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 06/26/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/26/2024 07:22 AM
06/26/2024 09:30 AM
Started On: 06/24/2024 09:13 AM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Alpha Paving Industries LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 24IFB55; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Three Hundred Forty-Seven Thousand, Three Hundred Forty-Six Dollars and Twenty-Five Cents (\$347,346.25), in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB55; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 15 Working Days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 20th Working Day**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **\$500 / Day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

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

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

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
 - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
 - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 **Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 **Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 **Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 **Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

CONTRACTOR:

By:  _____

Printed Name: _____

Date: _____

Mary Lind
Date: 6/17/2024

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Title:

Contractor's Designated Representative:

John Ross
15 Roundville Lane
Round Rock, TX 78660

Phone 512-810-6033

Fax -

Title: Project manager.



June 4, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Cul-de-Sac and Straight Section – Fog Seal Spring 2024
Bid #24IFB55

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Alpha Paving Industries LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Alpha Paving Industries LLC - \$347,346.25
2. Innovative Roadway Solutions LLC - \$349,962.05

The Contractor's low base bid is \$65,432.25 above the Engineer's Estimate, a cost increase of 23.21%.

In addition to meeting the bid qualifications, Alpha Paving Industries LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$347,346.25 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Alpha Paving Industries LLC the contract for the Cul-de-Sac and Straight Section – Fog Seal Spring 2024 Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

for JTE

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Contractor Name:							Innovative Roadway Solutions LLC				Alpha Paving Industries			
Bid Form														
Cul-de-Sac and Straight Section - Fog Seal Spring 2024														
Williamson County - Texas														
ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost	UNIT	Estimated Quantity	Unit Price	Cost	UNIT	Estimated Quantity	Unit Price	Cost
315	6004	Fog Seal (CSS-1H)	GAL	2125			GAL	2125	\$12.00	\$25,500.00	GAL	2125	\$20.00	\$42,500.00
350	6001	Microsurfacing	TON	83			TON	83	\$850.00	\$70,550.00	TON	83	\$1,130.00	\$93,790.00
3028	6002	Frictional Asph Surf Preserv Trtmt	SY	28969			SY	28969	\$4.45	\$128,912.05	SY	28969	\$6.25	\$181,056.25
500	6001	Mobilization	LS	1			LS	1	\$80,000.00	\$80,000.00	LS	1	\$7,500.00	\$7,500.00
502	6001	Barricades, Signs and Traffic Handling	MO	1			MO	1	\$45,000.00	\$45,000.00	MO	1	\$22,500.00	\$22,500.00
				PROJECT TOTAL			\$349,962.05				\$347,346.25			

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:
2024-1176613

Date Filed:
06/17/2024

Date Acknowledged:

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

ALPHA PAVING INDUSTRIES LLC
Round Rock, TX United States

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

Williamson County

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

24IFB55
Cul-de-Sac and Straight Section – Fog Seal Spring 2024

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

5 Check only if there is NO Interested Party.

☐

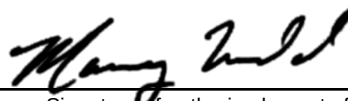
6 UNSWORN DECLARATION

My name is Manny Trinidad, and my date of birth is [REDACTED].

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

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

Executed in Williamson County, State of Texas, on the 17th 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.

ALPHA PAVING INDUSTRIES LLC
Round Rock, TX United States

Certificate Number:
2024-1176613

Date Filed:
06/17/2024

Date Acknowledged:
06/21/2024

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

Williamson County

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.

24IFB55
Cul-de-Sac and Straight Section – Fog Seal Spring 2024

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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:** 07/02/2024

Award #24RFSQ11 Engineering Services for Williamson County Road Bond Project CR 123 Bridge to Doucet and Associates, Inc. for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding #24RFSQ11 Engineering Services for Williamson County Road Bond Project CR 123 Bridge to Doucet and Associates, Inc. in the maximum amount payable of one-million two hundred thousand dollars (\$1,200,000.00) and authorize execution of the agreement. The funding source is Road Bonds P682.

Background

Williamson County sent out over 6,200 notifications with 172 document takers and received 40 submittals.

Williamson County solicited engineering firms interested in providing engineering services to assist Williamson County staff in planning and designing the projects included in the County's 2023 Road Bond Program. The funding source is P682 and is for CR 123 Bridge and the point of contact is Bob Daigh.

Fiscal Impact

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

Attachments

Doucet and Associates Inc Contract
Recommendation Letter
Scoresheet-redacted
Form 1295 Doucet and Associates Inc

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 06/27/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/27/2024 10:38 AM
06/27/2024 01:05 PM
Started On: 06/27/2024 09:59 AM

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Doucet & Associates, Inc. (“Engineer”)
ADDRESS: 7401B Hwy 71 West, Suite 140
Austin, Texas 78735
PROJECT: WilCo 24RFSQ11 CR 123 Bridge (“Project”)

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1

CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this

Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
- C. National Environmental Policy Act (NEPA)
- D. 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), including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3

ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4

CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one-million two hundred thousand Dollars (\$ \$1,200,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

- (1) One (1) original certified invoice to the County ; and
- (2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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, the Engineer's ability to charge a late fee shall not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;
- D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or
- E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9 **PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer 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 the 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 Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

John Doucet
7401B Hwy 71 West, Suite 160
Austin, TX 78735

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice

may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work (“Additional Engineering Services”), he/she/it shall promptly notify County in writing through the County’s Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14 **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15 **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Engineering Work Products”) prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer’s designs under this Contract (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, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County’s sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another

firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22

INDEMNIFICATION

ENGINEER 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 ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY

UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER 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 ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'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 ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER 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 ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER 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.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract 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. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

E. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract 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 Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, 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 Engineer'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 Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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.

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

1. County shall be notified thirty (30) 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: Contracts 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

and to:

Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Engineer: Doucet & Associates, Inc.
7401B Hwy 71 West, Suite 160
Austin, TX 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have

reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

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

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the “Recipient”) or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT

PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

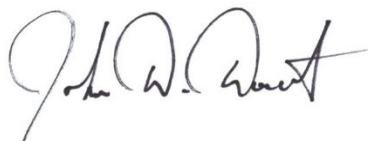
Printed Name: _____

Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: _____, 20____

ENGINEER

Doucet & Associates, Inc.

By:  _____

Printed Name: John Doucet

Title: Executive Vice President

Date: _ ____ May ____ 31 __, 2024

APPROVED

By Christen Eschberger at 8:25 am, Jun 14, 2024

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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 Engineer 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.

Doucet and Associates

Name of Firm

Signature of Certifying Official

John Doucet

Printed Name of Certifying Official

Vice President

Title of Certifying Official

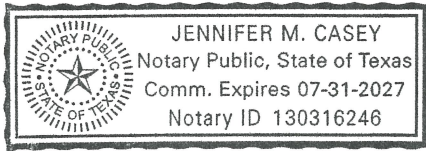
March 27, 2024

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 John Doucet the Vice President of Doucet and Associates, on behalf of said firm.





Notary Public in and for the
State of Texas

My commission expires: 7/31/2027

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop CR 123 Bridge at Brushy Creek Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (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 _____.

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 _____, 20____. 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.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

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

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates.” Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County’s receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties’ complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties’ complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

Doucet & Associates, Inc.
CR 123 Bridge at Brushy Creek

Principal Engineer (PE)	\$ 295.00
Senior Project Manager	\$ 275.00
Project Manager	\$ 230.00
Senior Project Engineer (PE)	\$ 215.00
Project Engineer III	\$ 195.00
Project Engineer II	\$ 185.00
Project Engineer I	\$ 170.00
Engineer Associate III	\$ 160.00
Engineer Associate II	\$ 150.00
Engineer Associate I	\$ 135.00
Sr. Construction Manager	\$ 180.00
Sr. Construction Inspector	\$ 170.00
Construction Manager	\$ 125.00
Construction Inspector	\$ 115.00
Sr. Civil Technician	\$ 165.00
Civil Technician	\$ 145.00
Assistant Civil Technician	\$ 130.00
Senior Planner (AICP)	\$ 210.00
Project Planner	\$ 160.00
Project Technical Lead	\$ 165.00
Staff Planner	\$ 140.00
Planning Technician	\$ 120.00
Project Coordinator	\$ 135.00
Sr. Operations Assistant	\$ 120.00
Engineering Intern	\$ 90.00
Operations Assistant	\$ 85.00
Principal Surveyor (RPLS)	\$ 290.00
Project Manager (RPLS)	\$ 245.00
Project Surveyor	\$ 165.00
Survey Specialist	\$ 150.00
Survey Technician	\$ 125.00
GIS Specialist	\$ 155.00
GIS Technician	\$ 125.00
LiDAR Specialist	\$ 150.00
LiDAR Technician	\$ 120.00
Aerial Mapping Specialist	\$ 150.00
Aerial Mapping Technician	\$ 120.00
Utility Specialist	\$ 145.00
Utility Technician	\$ 115.00
Field Coordinator	\$ 165.00
Field Specialist	\$ 130.00
Crew of 1	\$ 130.00
Crew of 2	\$ 170.00
Crew of 3	\$ 230.00
Sr. Environmental Project Manager	\$ 265.00
Environmental Project Manager	\$ 200.00
Environmental Specialist	\$ 145.00
Environmental Technician	\$ 120.00
Project Archaeologist	\$ 165.00
Design Engineer	\$ 150.00
EIT	\$ 100.00
Sr Engineer Technician	\$ 215.00
CADD Operator	\$ 145.00
Admin/Clerical	\$ 115.00
Sr. Structural Engineer	\$ 210.00
Structural Engineer	\$ 190.00
Sr. Drainage Engineer	\$ 236.00

DIRECT EXPENSES	
Geospatial	
LiDAR Scanner	\$ 120.00
Drone	\$ 675.00
Ground Targets	\$35/ea.
Concrete Monuments	\$290/ea.
Laboratory Testing	
Visual Classification	\$ 35.00
Sieve Analysis, % Finer than No. 200 Sieve	\$ 110.00
Sieve Analysis, Fine	\$ 155.00
Sieve Analysis, Coarse	\$ 155.00
Sieve Analysis, Coarse and Fine	\$ 200.00
Hydrometer Analysis (Requires a Sieve Analysis, not included)	\$ 185.00
Water Content	\$ 30.00
Water Content and Dry Unit Weight	\$ 55.00
Atterberg Limits, Single Point	\$ 145.00
Atterberg Limits, Multiple Point	\$ 220.00
Soil Specific Gravity	\$ 270.00
Soil Organic Content	\$ 150.00
Fiber Content of Peat Soils	\$ 320.00
Pinhole Dispersion Classification	\$ 630.00
Soil pH	\$ 70.00
Double Hydrometer for Dispersive Soils	\$ 330.00
Crumb Test for Dispersive Soils	\$ 105.00
Soil Resistivity	\$ 190.00
Chloride Content	\$ 85.00
Sulfate Content	\$ 70.00
Thermal Resistivity, Per Point	\$ 390.00
Thermal Resistivity, Dry-Out Curve	\$ 1,140.00
California Bearing Ratio, Single Point (proctor not included)	\$ 420.00
California Bearing Ratio, 3 Points (proctor not included)	\$ 780.00
Resistance R-Value	\$ 390.00
Resistance R-Value of Treated Material	\$ 450.00
Rock Correction for R-Value	\$ 100.00
Stabilized Soil UC Strength, 1 Point (proctor not included)	\$ 210.00
Stabilized Soil UC Strength, Set of 3	\$ 1,140.00
CT373, 1 Lime Content, w/o Opt. Moist.	\$ 210.00
CT373, 1 Lime Content	\$ 440.00
CT373, 3 Lime Contents	\$ 1,320.00
Eades and Grim Test (Opt. Lime Content)	\$ 235.00
Resilient Modulus	\$ 570.00
Pocket Penetration Value	\$ 35.00
Unconfined Compressive Strength	\$ 170.00
Direct Shear, 1 Point	\$ 180.00
Direct Shear, 3 Points	\$ 470.00
Direct Shear, Residual Strength, Each Pt	\$ 300.00
Consolidation without Time Rate Plots	\$ 410.00
Consolidation with 2 Time Rate Plots	\$ 540.00
Consolidation, All Loads with Time Rates	\$ 760.00
Collapse Potential	\$ 310.00
One Dimensional Swell – Wetting After Loading, Series	\$ 360.00
One Dimensional Swell – Wetting After Loading	\$ 210.00
One Dimensional Swell – Loading After Wetting	\$ 570.00
Expansion Index	\$ 235.00
Denver Swell Test	\$ 210.00
Permeability, Rigid Wall	\$ 540.00
Permeability, Flexible Wall	\$ 470.00
Triaxial Compression, CU, 1 Point	\$ 600.00
Triaxial Compression, CU, 3 Points	\$ 1,485.00
Triaxial Compression, UU, 1 Point	\$ 250.00
Triaxial Compression, UU, 3 Points	\$ 760.00
Triaxial Compression, UU Saturated, 1 Point	\$ 360.00
Triaxial Test, TEX117E, Part I	\$ 2,145.00
Triaxial Test, TEX117E, Part II	\$ 2,145.00

EXHIBIT E

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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



March 15, 2024

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for 24RFSQ11 Road Bond Road Design

Dear Ms. Simonton:

Based on the attached supporting documentation, the Road Bond Road Design Selection Committee recommends the selection of Doucet & Associates, Inc., which was the top ranked firm from the evaluation process for the CR 123 Project.

Forty firms were evaluated on March 15, 2024 by the following Selection Committee:

Russ Boles, County Commissioner Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
Adam Boatright, P.E., County Engineer

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

EVALUATION - Road Bond Design CR 123 Project 24RFSQ11 DATE: 03/15/2024																					
Evaluation Criteria	Maximum Score Points	AG3 Group, LLC	Aguirre & Fields, LP	Alred Benesch & Co	American Structurepoint, Inc.	Ardurra Group, Inc.	Atkins North America, Inc.	B2Z Engineering, LLC	BGE, Inc.	Binkley & Barfield, Inc.	Burns & McDonnell Engr Co., Inc.	CONSOR Engineers, LLC	DE Corp	Doucet & Associates, Inc.	Freese & Nichols, Inc.	Garver, LLC	Half Associates, Inc.	Hardesty & Hanover, LLC	HDR Engineering, Inc.	Hejl, Lee & Associates, Inc.	Huitt-Zollars
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	20	30	30	30	30	30	25	45	30	35	20	30	30	30	30	40	20	40	30	30
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	25	30	30	45	25	30	30	45	30	35	30	30	25	20	20	45	30	40	20	30
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	30	20	30	30	20	30	20	45	30	30	30	20	35	35	20	45	30	35	20	30
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	30	35	35	40	35	30	25	45	45	45	35	35	35	35	30	35	45	35	20	30
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	30	35	35	35	35	35	5	35	35	35	35	35	30	35	35	35	35	35	5	15
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	15	5	30	5	15	15	15	5	25	5	25	20	30	5	20	5	20	5	15	15
Understanding of project	50	15	5	30	5	15	15	15	5	25	5	25	20	45	5	25	5	20	5	15	15
TOTAL	350	165	160	220	190	175	185	135	225	220	190	200	190	230	165	180	210	200	195	125	165
Evaluation Criteria	Maximum Score Points	IEA, Inc.	JMT	K Friese & Associates, Inc.	Kimley-Horn & Associates, Inc.	LJA Engineering, Inc.	Lockwood, Andrews & Newnam, Inc.	Mesa Integrated Solutions, Inc.	Pape-Dawson Consulting Engineers, Inc.	Quiddity Engineering, LLC	RK&K	RPS Infrastructure, Inc.	RS&H, Inc.	RTG	Seiler Lankes Group	Stanley Consultants	STV Infrastructure	The Estes Group, LLC	Volkert, Inc.	Westwood Professional Services, Inc.	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	30	30	30	30	35	30	25	30	30	35	35	30	30	30	30	35	30	40	30	50
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	30	20	35	30	45	30	25	30	30	45	35	30	30	30	30	40	25	35	30	45
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	25	25	35	20	35	30	15	35	30	35	35	35	30	35	30	35	35	35	30	35
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	25	45	45	20	40	45	45	45	30	35	30	30	35	45	30	40	45	40	30	45
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	35	35	30	35	45	35	35	35	35	35	35	35	35	35	35	35	35	35	5	35
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	20	20	5	20	5	20	20	5	15	5	5	5	5	5	10	5	20	5	10	5
Understanding of project	50	20	20	5	20	5	20	15	5	15	5	5	5	5	5	10	5	20	5	10	5
TOTAL	350	185	195	185	175	210	210	180	185	185	195	180	170	170	185	175	195	210	195	145	220

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.

Doucet & Associates, Inc. (A Kleinfelder Company)
Austin, TX United States

Certificate Number:

2024-1135789

Date Filed:

03/18/2024

Date Acknowledged:

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.

24RFSQ11
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Armstrong, Louis	San Diego, CA United States	X	
	Soderquist, Erik	San Diego, CA United States	X	
	Murphy, John	San Diego, CA United States	X	
	Brockman, Dan	San Diego, CA United States	X	
	Hillman, Scott	Hamilton, NJ United States	X	
	Boes, David	Irving, TX United States		X
	Daniel, Kelly	Austin, TX United States		X
	Doucet, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

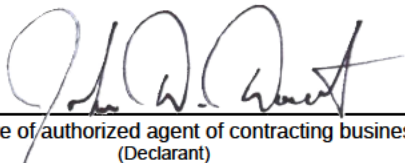
6 UNSWORN DECLARATION

My name is John Doucet, PE, and my date of birth is .

My address is , Austin, TX, 78735, U.S.
(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 18th day of March, 20 24.
(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.**

Doucet & Associates, Inc. (A Kleinfelder Company)
Austin, TX United States

Certificate Number:
2024-1135789

Date Filed:
03/18/2024

Date Acknowledged:
06/27/2024

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

Williamson County

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.

24RFSQ11
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Armstrong, Louis	San Diego, CA United States	X	
	Soderquist, Erik	San Diego, CA United States	X	
	Murphy, John	San Diego, CA United States	X	
	Brockman, Dan	San Diego, CA United States	X	
	Hillman, Scott	Hamilton, NJ United States	X	
	Boes, David	Irving, TX United States		X
	Daniel, Kelly	Austin, TX United States		X
	Doucet, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(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:** 07/02/2024

CR 255 - Nationwide Permit Preconstruction Notification

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Nationwide Permit 14 Pre-construction Notification (NWP14 PCN) to the U.S. Army Corps of Engineers (USACE). The application is required as part of the Due Diligence Environmental Investigations for the CR 255 Improvements Project in Commissioner Pct. 3. Project: P546 Funding Source: Road & Bridge

Background

The CR 255 Improvements Project requires USACE approval of the NWP14 PCN prior to construction. The permit authorizes activities required for the construction, expansion, modification, or improvement of a linear transportation project in Waters of the U.S. along CR 255/ CR 289 from CRF 254 to Ronald Reagan Boulevard to satisfy environmental due diligence requirements. A Permit Application and Authorized Agent Form is required to authorize an employee of SWCA to submit the NWP14 PCN application to the USACE for review and approval on behalf of the County.

Fiscal Impact

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

Attachments

CR 255 - USACE NWP 14 Application - SWF-2023-00430

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 09:21 AM

Started On: 06/27/2024 09:03 AM



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

June 20, 2024

Annabelle Eckert
U.S. Army Corps of Engineers – Regulatory Division
819 Taylor Street, Room 3A37
P.O. Box 17300
Fort Worth, Texas 76102-0300
Submitted via email: Annabelle.N.Eckert@usace.army.mil

**Subject: Nationwide Permit 14 Pre-Construction Notification Package
County Road 255 Improvements (SWF-2023-00430), Williamson County, Texas**

Annabelle,

Williamson County is proposing the County Road 255 Improvements Project (project) in western Williamson County, Texas. The project consists of widening and straightening the existing two-lane roadway into a four-lane roadway over approximately 2.9 miles, including culvert and drainage improvements.

HNTB corporation, on behalf of Williamson County, contracted SWCA Environmental Consultants (SWCA) to perform a delineation of aquatic resources, threatened and endangered species habitat assessment, and determine if cultural resources that are listed in, or eligible for listing in the National Register of Historic Places occur within the project area. SWCA respectfully submits the enclosed Nationwide Permit 14 (Linear Transportation Projects) pre-construction notification on behalf of Williamson County.

SWCA has determined, subject to review by the U.S Army Corps of Engineers, that the project: 1) will not affect federally listed threatened or endangered species; 2) is not likely to jeopardize the tricolored bat (*Perimyotis subflavus*), which is proposed for federal listing; and 3) will not impact previously unknown or recorded cultural resources sites that are listed in, or eligible for listing in, the National Register of Historic Places.

Williamson County plans to begin the construction phase of the project in late summer 2024 and understands that the tricolored bat may become listed under the Endangered Species Act prior to or during construction. Williamson County proposes to adhere to seasonal tree clearing restrictions (December 15–February 15 and May 1–July 15) that the U.S. Fish and Wildlife Service has expressed is adequate to minimize impacts to the species, as described to SWCA in a separate and unrelated Section 7 consultation for a roadway project within Williamson County. Should you need additional information or have any questions, please feel free to contact me at 737-220-3313 or at SVanKampenLewis@swca.com.

Sincerely,

Stephen Van Kampen-Lewis
Lead Project Manager

cc: Ade Ashaye, HNTB Corporation

Enclosure:

U.S. Army Corps of Engineers Fort Worth District, Nationwide Permit 14 Pre-Construction Notification Form

Enclosure

U.S. Army Corps of Engineers Fort Worth District
Nationwide Permit 14 Pre-Construction Notification Form

U.S. Army Corps of Engineers (USACE) Fort Worth District



Nationwide Permit (NWP) Pre-Construction Notification (PCN) Form

This form integrates requirements of the Nationwide Permit Program within the Fort Worth District, including General and Regional Conditions. Please consult instructions included at the end prior to completing this form.

Contents

- Description of NWP 14
- Part I: NWP Conditions and Requirements Checklist
 - General Conditions Checklist
 - NWP 14-Specific Requirements Checklist
 - Regional Conditions Checklist
- Part II: Project Information Form
- Part III: Project Impacts and Mitigation Form
- Part IV: Attachments Form
- Instructions

DESCRIPTION OF NWP 14 – LINEAR TRANSPORTATION PROJECTS

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States (U.S.). For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the U.S. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the U.S. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Part I: NWP Conditions and Requirements Checklist

To ensure compliance with the General Conditions (GC), in order for an authorization by a NWP to be valid, please answer the following questions:

1. Navigation (Applies to Section 10 waters [i.e. navigable waters of the U.S.], see instruction 4 for link to list):
 - a. Does the project cause more than a minimal adverse effect on navigation?
☐ Yes ☐ No ☒ N/A

- b. Does the project require the installation and maintenance of any safety lights and signals prescribed by the U.S. Coast Guard on authorized facilities in navigable waters of the U.S.? ☐ Yes ☐ No ☒ N/A
- c. Does the Applicant understand and agree that if future operations by the U.S. require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Applicant will be required, upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S.; and no claim shall be made against the U.S. on account of any such removal or alteration? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a. or b. above, or if you answered no to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

2. Aquatic Life Movements:

- a. Does the project substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area? ☐ Yes ☒ No
- b. Is the project's primary purpose to impound water? ☐ Yes ☒ No
- c. Will culverts placed in streams be installed to maintain low flow conditions to sustain the movement of those aquatic species? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a. or b. above, or if you answered no to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

3. Spawning Areas:

- a. Does the project avoid spawning areas during the spawning season to the maximum extent practicable? ☐ Yes ☐ No ☒ N/A
- b. Does the project result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area? ☐ Yes ☐ No ☒ N/A

If you answered no to question a. above, or if you answered yes to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

4. Migratory Bird Breeding Areas:

- a. Does the project avoid waters of the U.S. that serve as breeding areas for migratory birds to the maximum extent practicable? ☐ Yes ☐ No ☒ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

5. Shellfish Beds:

- a. Does the project occur in areas of concentrated shellfish populations? ☐ Yes ☒ No

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

6. Suitable Material:
- Does the project use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.)?
☐ Yes ☒ No
 - Is the material used for construction or discharged in a water of the U.S. free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act)? ☒ Yes ☐ No

If you answered yes to question a. above, or if you answered no to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

7. Water Supply Intakes:
- Does the project occur in the proximity of a public water supply intake? ☐ Yes ☒ No

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

8. Adverse Effects From Impoundments:
- Does the project create an impoundment of water? ☐ Yes ☒ No
 - If you answered yes to question a. above, are the adverse effects (to the aquatic system due to accelerating the passage of water, and/or restricting its flow) minimized to the maximum extent practicable? ☐ Yes ☐ No ☒ N/A

If you answered no to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

9. Management of Water Flows:
- Does the project maintain the pre-construction course, condition, capacity, and location of open waters to the maximum extent practicable, for each activity, including stream channelization and storm water management activities? ☒ Yes ☐ No
 - Will the project be constructed to withstand expected high flows? ☒ Yes ☐ No
 - Will the project restrict or impede the passage of normal or high flows? ☐ Yes ☒ No

If you answered no to question a. or b. above, or if you answered yes to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

10. Fills Within 100-Year Floodplains:
- Does the project comply with applicable FEMA-approved state or local floodplain management requirements? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

11. Equipment:
- Will heavy equipment working in wetlands or mudflats be placed on mats, or other measures be taken to minimize soil disturbance? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

12. Soil Erosion and Sediment Controls:

- a. Will the project use appropriate soil erosion and sediment controls and maintain them in effective operating condition throughout construction? ☒ Yes ☐ No
- b. Will all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, be permanently stabilized at the earliest practicable date? ☒ Yes ☐ No
- c. Be aware that if work will be conducted within waters of the U.S., Applicants are encouraged to perform that work during periods of low-flow or no-flow.

If you answered no to question a. or b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

13. Removal of Temporary Fills:

- a. Will temporary fills be removed in their entirety and the affected areas returned to pre-construction elevations? ☒ Yes ☐ No ☐ N/A
- b. Will the affected areas be revegetated, as appropriate? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. or b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

14. Proper Maintenance:

- a. Will any authorized structure or fill be properly maintained, including maintenance to ensure public safety? ☒ Yes ☐ No

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

15. Single and Complete Project:

- a. **Does the Applicant certify that the project is a "single and complete project" as defined below?**
☒ Yes ☐ No

Single and complete project:

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves **multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or** accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term **"single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one** owner/developer or partnership or other association of owners/developers. A single and complete non-linear **project must have independent utility (see definition of "independent utility").** Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Independent utility: Defined as a test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility

if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

16. Wild and Scenic River:

There are no Wild and Scenic Rivers within the geographic boundaries of the Fort Worth District. Therefore, this GC does not apply.

17. Tribal Rights:

a. Will the project or its operation impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

N/A

18. Endangered Species (see also Box 8 in Part III):

a. Is the project likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or will the project directly or indirectly destroy or adversely modify the critical habitat of such species? ☐ Yes ☒ No

b. Might the project affect any listed species or designated critical habitat? ☐ Yes ☒ No

c. Is any listed species or designated critical habitat in the vicinity of the project?
☐ Yes ☒ No

d. **If the project "may affect" a listed species or critical habitat, has Section 7 consultation** addressing the effects of the proposed activity been completed? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a. or b. or c. above, or if you answered no to question d. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

N/A

19. Migratory Birds and Bald and Golden Eagles:

a. Does the project have the potential to impact nests, nesting sites, or rookeries of migratory birds, bald or golden eagles? ☒ Yes ☐ No ☐ N/A

If you answered yes to question a. above, you are responsible for contacting the appropriate local **office of the U.S. Fish and Wildlife Service to obtain any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act.**

20. Historic Properties (see also Box 9 in Part III):

a. Does the project have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties?
☐ Yes ☒ No ☐ N/A

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

N/A

21. Discovery of Previously Unknown Remains and Artifacts:

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, *you must immediately notify the*

district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters:

- a. Will the project impact critical resource waters, which include NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment? ☐ Yes ☒ No

If you answered yes to question a. above, be aware that discharges of dredged or fill material into waters of the U.S. are not authorized by NWP 14 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

23. Mitigation (see also Box 10 in Part III):

- a. Will the project include appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal? ☐ Yes ☒ No

If you answered no to question a. above, please include an explanation in Box 10 of why no mitigation would be necessary in order to be in compliance with this GC or be aware that the project would require an individual permit application.

24. Safety of Impoundment Structures:

- a. Has the impoundment structure been safely designed to comply with established state dam safety criteria or has it been designed by qualified persons?? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a. above, non-federal applicants may be required to provide documentation that the design has been independently reviewed by similarly qualified persons with appropriate modifications to ensure safety. If you answered no, please include an explanation in Box 10 of why the structure is exempt from state dam safety criteria or be aware that the project may require an individual permit application.

25. Water Quality (see also Box 11 in Part III):

- a. If in Texas, does the project comply with the conditions of the TCEQ water quality certification for NWP 14? ☐ Yes ☐ No ☒ N/A
- b. **If in "Indian Country," does the project comply with the conditions of the EPA water quality certification for NWPs?** ☐ Yes ☐ No ☒ N/A
- c. If in Louisiana, does the project comply with the conditions of the LADEQ water quality certification for NWP 14? ☐ Yes ☐ No ☒ N/A

If you answered no to question a. or b. above, please be aware that the project would require an individual permit application.

26. Coastal Zone Management:

The Fort Worth District does not cover any Coastal Zone; therefore, this GC does not apply.

27. Regional and Case-By-Case Conditions:

See the attached Regional Conditions checklist to ensure compliance with this GC.

28. Use of Multiple Nationwide Permits:

- a. Does the project use more than one NWP for a single and complete project? ☐ Yes ☒ No
- b. **If you answered yes to question a. above, be aware that unless the project's acreage loss of waters of the U.S. authorized by the NWPs is below the acreage limit of the NWP with the highest specified acreage limit, no NWP can be issued and the project would require an individual permit application.**

If you answered yes to question a. above, please explain how the project would be in compliance with this GC and what additional NWP number you intend to use:

N/A

29. Transfer of Nationwide Permit Verifications:

- a. Does the Applicant agree that if he or she sells the property associated with the nationwide permit verification, the Applicant may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate USACE district office to validate the transfer?
☒ Yes ☐ No

30. Compliance Certification:

- a. Does the Applicant agree that if he or she receives the NWP verification from the USACE, they must submit a signed certification regarding the completed work and any required mitigation (the certification form will be sent by the USACE with the NWP verification letter)?
☒ Yes ☐ No

31. Activities Affecting Structure or Works Built by the United States

- a. Does the project temporarily or permanently alter and/or occupy a USACE federally authorized Civil Works project? ☐ Yes ☒ No

If you answered yes to question a. above, notification is required in accordance with general condition 32, for any activity that requires permission from the Corps. The district engineer may authorize activities under these NWPs only after a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

32. Notification:

- a. Reason for notification:
☒ the loss of waters of the United States exceeds 1/10 acre; or
☒ involves discharges into special aquatic sites; or
☐ Regional Conditions
- b. Does the Applicant agree that he or she will not begin the project until either:
1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
2) **45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed.** ☒ Yes ☐ No

- c. Does the Applicant agree that if the district or division engineer notifies the Applicant in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the Applicant cannot begin the activity until an individual permit has been obtained?
- ☒ Yes ☐ No

NWP 14-specific requirements checklist:

1. Does the project involve the construction, expansion, modification, or improvement of a linear transportation project? ☒ Yes ☐ No
If you answered no to question 1. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.
2. Does the project cause the loss of greater than 1/2-acre non-tidal waters of the U.S. at any crossing considered a single and complete project? ☐ Yes ☒ No
If you answered yes to question 2. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.
3. If the project involves any stream channel modification, including bank stabilization, is it limited to the minimum necessary to construct or protect the linear transportation project, and are such modifications in the immediate vicinity of the project? ☒ Yes ☐ No ☐ N/A
If you answered no to question 3. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.
4. If the project involves non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars, would it use this NWP to authorize these features? ☐ Yes ☒ No
If you answered yes to question 4. above, be aware that the non-linear features of the project would not be authorized by a NWP 14 and may require an individual permit application.
5. Does each activity/crossing considered a single and complete project have independent utility? ☐ Yes ☐ No ☒ N/A
If you answered no to question 5. above, be aware that the project may require an individual permit application.
6. a. Will any temporary structures, fills, and work necessary to construct the project meet the criteria for maintaining flows, minimizing flooding, and withstanding high flows?
☒ Yes ☐ No ☐ N/A
b. Will temporary structures and fills be removed in their entirety, and the affected areas be returned to pre-construction elevations and revegetated, as appropriate?
☒ Yes ☐ No ☐ N/A
If you answered no to question 6a. or 6b. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.

REGIONAL CONDITIONS CHECKLIST

To ensure compliance with the Regional Conditions within the Fort Worth District, in the State of Texas, in order for an authorization by a NWP to be valid, please answer the following questions (for projects in Texas only):

1. Does the project involve a discharge into any of the following habitat types?:
 - ☐ Pitcher plant bogs ((*Sarracenia* spp.) and/or sundews (*Drosera* spp.) and/or Bald Cypress/Tupelo swamps ((*Taxodium distichum*) and/or water tupelo (*Nyssa aquatica*))?
 - ☐ Karst Zones 1 and 2 located in Bexar, Travis and Williamson Counties (see https://www.fws.gov/southwest/es/AustinTexas/Maps_Data.html).
 - ☐ **Caddo Lake and associated areas that are designated as "Wetland of International Importance" under the Ramsar Convention (see <http://caddolakedata.us/media/145/1996caddolakeramsar.pdf> or <http://caddolakedata.us/media/144/1996caddolakeramsar.jpg>).**
 - ☐ Reaches of rivers (and their adjacent wetlands) that are included in the Nationwide Rivers Inventory (see <https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm/>)

If you answered yes to any of the above choices, notification of the District Engineer is required in accordance with NWP GC 32, and the USACE will coordinate with other resource agencies as specified in NWP GC 32(d).

2. Is the activity located at a site approved as a compensatory mitigation site (either permittee-responsible, mitigation bank and/or in lieu fee) under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899?
☐ Yes ☒ No

If you answered yes to question 2. above, notification of the District Engineer is required in accordance with NWP GC 32.

To ensure compliance with the Regional Conditions within the Fort Worth District, in the State of Louisiana, in order for an authorization by a NWP to be valid, please answer the following questions (for projects in Louisiana only):

1. Does the activity cause the permanent loss of greater than 1/2 acre of seasonally inundated cypress swamp and/or cypress-tupelo swamp? ☐ Yes ☐ No

If you answered yes to question 1. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

2. Does the activity cause the permanent loss of greater than 1/2 acre of pine savanna and/or pitcher plant bogs? ☐ Yes ☐ No

If you answered yes to question 2. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

3. Has the activity been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary? ☐ Yes ☐ No

If you answered yes to question 3. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

4. **To the best of the applicant's knowledge, is any excavated and/or fill material to be placed within wetlands free of contaminants?** ☐ Yes ☐ No ☐ N/A

If you answered no to question 4. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

5. *Regional Condition 5 applies to work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana, and therefore does not apply in the USACE Fort Worth District. Work in these areas may require coordination with the USACE Galveston or New Orleans districts.*
6. Does the activity adversely affect greater than 1/10 acre of wetlands, and/or adversely impact a designated Natural and Scenic River, a state or federal wildlife management area, and/or refuge?
☐ Yes ☐ No

If you answered yes to question 6. above, notification of the District Engineer is required in accordance with NWP GC 32.

7. For activities involving the installation of a culvert, will the culvert be sufficiently sized to maintain expected high water flows, and installed at a sufficient depth to maintain low flows to sustain the movement of aquatic species? ☒ Yes ☐ No

If you answered no to question 7. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

Additional Discussion:

N/A

Part II: Project Information

Box 1 Project Name: County Road 255 Improvements		Applicant Name	
Applicant Title		Applicant Company, Agency, etc. Williamson County	
Mailing Address 3151 S.E. Inner Loop, Suite B, Georgetown, TX 78626		Applicant's internal tracking number (if any) N/A	
Work Phone with area code	Home Phone with area code	Fax #	E-mail Address
	N/A	N/A	
Relationship of applicant to property: <input type="checkbox"/> Owner <input type="checkbox"/> Purchaser <input type="checkbox"/> Lessee <input type="checkbox"/> Other:			
Application is hereby made for verification that subject regulated activities associated with subject project qualify for authorization under a USACE nationwide permit or permits as described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agency to which this application is made the right to enter the above-described location to inspect the proposed, in-progress, or completed work. I agree to start work <u>only</u> after all necessary permits have been received.			
Signature of applicant			Date (mm/dd/yyyy)

Box 2 Authorized Agent/Operator Name and Signature: <i>(If an agent is acting for the applicant during the permit process)</i> Stephen Van Kampen-Lewis			
Agent/Operator Title Lead Project Manager		Agent/Operator Company, Agency, etc. SWCA Environmental Consultants	
Mailing Address 4949 N Loop 1604 Building 2, Suite 235, San Antonio, Texas 78249			
E-mail Address svankampenlewis@SWCA.com			
Work Phone with area code	Home Phone with area code	Fax #	Cell Phone #
737-220-3313	N/A	N/A	N/A
I hereby authorize the above-named agent to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application. I understand that I am bound by the actions of my agent, and I understand that if a federal or state permit is issued, I, or my agent, must sign the permit.			
Signature of applicant			Date (mm/dd/yyyy)
I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate.			
Signature of authorized agent 			Date (mm/dd/yyyy) 06/20/2024

Box 3 Name of property owner, if other than applicant:	
<input checked="" type="checkbox"/> Multiple Current Owners <i>(If multiple current property owners, check here and include a list as an attachment)</i>	
Owner Title N/A	Owner Company, Agency, etc. N/A

Mailing Address N/A	
Work Phone with area code N/A	Home Phone with area code N/A

<p>Box 4 Project location, including street address, city, county, state, and zip code where proposed activity will occur: Northern Extent: The intersection of CR 245 and CR 255, Georgetown, Williamson County, Texas 78633</p> <p>Southern Extent: Extending south from the Northern Extent to Ronald Reagan BLVD, Georgetown, Williamson County, Texas 78633</p>
<p>Nature of Activity (Description of project; include all features; see instructions): The project consists of widening the existing two-lane roadway to a four-lane roadway including drainage and culvert improvements. CR 255 is proposed to be widened over approximately 2.9 miles beginning at CR 254 and extending south to Ronald Reagan Boulevard in Georgetown, Williamson County. The project would occur within a 136-foot-wide right-of-way that totals approximately 55.5 acres (project area).</p>
<p>Project Purpose (Description of the reason or purpose of the project; see instructions): Improvement of the existing two-lane CR 255 into a four-lane roadway.</p>
<p>Are there any other Federal Permits or Federal Agencies associated with this project? <input type="checkbox"/> Yes If yes, list the agency(ies) <input checked="" type="checkbox"/> No</p>
<p>Has a lead Federal Agency been identified? <input type="checkbox"/> Yes If yes, provide the agency name, agency POC, address, phone number, and email address. <input checked="" type="checkbox"/> No</p>
<p>Has a delineation of waters of the U.S., including wetlands, been completed? (see instructions) <input checked="" type="checkbox"/> Yes, Attached <input type="checkbox"/> No If a delineation has been completed, has it been verified in writing by the USACE? <input type="checkbox"/> Yes, Date of approved or preliminary jurisdictional determination (mm/dd/yyyy): USACE Project: SWF-2023-00430 <input checked="" type="checkbox"/> No</p>
<p>Are color photographs of the existing conditions available? <input checked="" type="checkbox"/> Yes, Attached <input type="checkbox"/> No Are aerial photographs available? <input checked="" type="checkbox"/> Yes, Attached <input type="checkbox"/> No</p>
<p><input checked="" type="checkbox"/> Multiple Single and Complete Crossings (If multiple single and complete crossings, check here and complete the table in Attachment D)</p>
<p>Waterbody(ies) (if known; otherwise enter "an unnamed tributary to"): Three unnamed tributaries Tributary(ies) to what known, downstream waterbody(ies): North Fork San Gabriel River</p>
<p>Latitude & longitude (Decimal Degrees): Northern Extent: 30.760391, -97.856688 Southern Extent: 30.721126, -97.841088</p>
<p>USGS Quad map name(s): Leander NE, TX (2022); Florence, TX (2022)</p>
<p>Watershed(s) and other location descriptions, if known: North Fork San Gabriel River Watershed</p>

Directions to the project location:

From the intersection of U.S. 183 and CR 254, travel east for 1.26 miles to the northern extent of CR 255 (30.760391, -97.856688). The project starts at that point.

Part III: Project Impacts and Mitigation

Box 5 Reason(s) for Discharge into waters of the U.S.:

The CR 255 improvement and widening project would require grading of and the installation of culvert(s) into waters of the U.S. for construction.

Type(s) of material being discharged and the amount of each type in cubic yards:

0.03 acre of wetland would be covered with a culvert and the remaining 0.07 acre graded to facilitate drainage. Streams will be impacted by placement of culverts and/or stormwater ponds. The upland constructed pond will be drained by culvert.

Total surface area (in acres) of wetlands or other waters of the U.S. to be filled:

0.51 acres

Indicate the proposed impacts to waters of the U.S. in ACRES (for wetlands and impoundments) and LINEAR FEET (for rivers and streams), and identify the impact(s) as permanent and/or temporary for each waterbody type listed below. For projects with multiple single and complete crossings, the table below should indicate the cumulative totals of those single and complete crossings that require notification as outlined in Part I, GC question 32, and would not determine the threshold for whether a project qualifies for a NWP. The table below is intended as a tool to summarize impacts by resource type for planning compensatory mitigation and does not replace the summary table of single and complete crossings in Attachment D for those projects with multiple single and complete crossings.

Waterbody Type	Permanent		Temporary	
	Acres	Linear feet	Acres	Linear feet
Non-forested wetland				
Forested wetland	0.10			
Perennial stream				
Intermittent stream	0.03	415.0		
Ephemeral stream	0.05	637.5		
Impoundment				
Other: Upland Constructed Pond	0.33			
Total:	0.51	1,052.5		

Potential indirect and/or cumulative impacts of proposed discharge (if any):

N/A

Required drawings (see instructions):

Vicinity map: ☒ Attached

To-scale plan view drawing(s): ☒ Attached

To-scale elevation and/or cross section drawing(s): ☒ Attached

Is any portion of the work already complete? ☐ Yes ☒ No

If yes, describe the work:

Box 6 Authority: (see instructions)

Is Section 10 of the Rivers and Harbors Act for projects affecting navigable waters applicable?

☐ Yes ☒ No (see Fort Worth District Navigable Waters list)

Is Section 404 of the Clean Water Act applicable? ☒ Yes ☐ No

Box 7 Larger Plan of Development:

Is the discharge of fill or dredged material for which Section 10/404 authorization is sought intended for a linear transportation project which is part of a larger plan of development?

☒ Yes ☐ No (If yes, please provide the information in the remainder of Box 7)

Does the linear transportation project have independent utility in addition to the larger plan of development (e.g., major arterial, through connection, etc.)? ☒ Yes ☐ No

If yes, explain:

The project will provide traffic relief in the area, with an enhanced through connection from Ronald Reagan Blvd to CR 254. This project is built in phases, with additional road expansions planned in the distant future. The details (e.g., design, timeline) of additional project phases are not currently available

If discharge of fill or dredged material is part of development, name and proposed schedule for that larger development (start-up, duration, and completion dates):

N/A

Location of larger development (If discharge of fill or dredged material is part of a plan of development, a map of suitable quality and detail for the entire project site should be included):

N/A

Total area in acres of entire project area (including larger plan of development, where applicable):
55.5

Box 8 Federally Threatened or Endangered Species (see instructions)

Please list any federally-listed (or proposed) threatened or endangered species or critical habitat potentially affected by the project (use scientific names (i.e., genus species), if known):

Perimyotis subflavus

Have surveys, using U.S. Fish and Wildlife Service (USFWS) protocols, been conducted?

☐ Yes, Report attached ☒ No (explain): SWCA performed a threatened and endangered species habitat assessment to identify habitats or features that could potentially serve as habitat for federally threatened and/or endangered species or those species proposed for federal listing.

If a federally-listed species would potentially be affected, please provide a description and a biological evaluation.

☒ Yes, Report attached ☐ Not attached

Has Section 7 consultation been initiated by another federal agency?

☐ Yes, Initiation letter attached ☒ No

Has Section 10 consultation been initiated for the proposed project?

☐ Yes, Initiation letter attached ☒ No

Has the USFWS issued a Biological Opinion?

☐ Yes, Report attached ☒ No

If yes, list date Opinion was issued (mm/dd/yyyy):

Box 9 Historic properties and cultural resources

Please list any historic properties listed (or eligible to be listed) on the National Register of Historic Places which the project has the potential to affect:
N/A

Has an archaeological records search been conducted?

☒ Yes, Report attached ☐ No (explain):

Are any cultural resources of any type known to exist on-site?

☐ Yes ☒ No

Has an archaeological pedestrian survey been conducted for the site?

☒ Yes, Report attached ☐ No (explain):

Has Section 106 or SHPO consultation been initiated by another federal or state agency?

☐ Yes, Initiation letter attached ☒ No

Has a Section 106 MOA been signed by another federal agency and the SHPO?

☐ Yes, Attached ☒ No

If yes, list date MOA was signed (mm/dd/yyyy):

Box 10 Proposed Conceptual Mitigation Plan Summary (see instructions)

Measures taken to avoid and minimize impacts to waters of the U.S. (if any):
The Applicant has selected a project alignment that avoids aquatic resources to the maximum extent practicable.

Applicant proposes combination of one or more of the following mitigation types:
☐ Mitigation Bank ☐ On-site ☐ Off-site (Number of sites:) ☒ None

Applicant proposes to purchase mitigation bank credits: ☐ Yes ☒ No
Mitigation Bank Name: N/A
Number of Credits: N/A

Indicate in ACRES (for wetlands and impoundments) and LINEAR FEET (for rivers and streams) the total quantity of waters of the U.S. proposed to be created, restored, enhanced, and/or preserved for purposes of providing compensatory mitigation. Indicate mitigation site type (on- or off-site) and number. Indicate waterbody type (non-forested wetland, forested wetland, perennial stream, intermittent stream, ephemeral stream, impoundment, other) or non-jurisdictional (uplands¹).

Mitigation Site Type and Number	Waterbody Type	Created	Restored	Enhanced	Preserved
<i>e.g., On-site 1</i>	<i>Non-forested wetland</i>	<i>0.5 acre</i>			
<i>e.g., Off-site 1</i>	<i>Intermittent stream</i>		<i>500 LF</i>	<i>1000 LF</i>	
	Totals:				

¹ For uplands, please indicate if designed as an upland buffer.

Summary of Mitigation Work Plan (Describe the mitigation activities listed in the table above):
N/A

If no mitigation is proposed, provide a detailed explanation of why no mitigation would be necessary to ensure that adverse effects on the aquatic environment are minimal:
The Applicant has designed the project to avoid and minimize adverse effects to aquatic resources to the maximum extent practicable and believes the project would result in minimal adverse environmental effects. The applicant has also discussed the proposed minimization measures and mitigation with the USACE. No mitigation was requested.

Has a conceptual mitigation plan been prepared in accordance with the USACE regulations and guidelines?
☐ Yes, Attached ☒ No (explain): N/A

Mitigation site(s) latitude & longitude (Decimal Degrees): N/A	USGS Quad map name(s): N/A
--	-------------------------------

Other location descriptions, if known:
N/A

Directions to the mitigation location(s):
N/A

Box 11 Water Quality Certification (see instructions):
For Texas:
Does the project meet the conditions of the Texas Commission on Environmental Quality (TCEQ) Clean Water Act Section 401 certification for NWP 14? ☒ Yes ☐ No
Does the project include soil erosion control and sediment control Best Management Practices (BMPs)? ☒ Yes ☐ No
Does the project include BMPs for post-construction total suspended solids control?
☒ Yes ☐ No

For Louisiana:
LDEQ has issued water quality certification for NWP 14 without conditions.

For Tribal Lands ("Indian Country"):
Does the project meet the conditions of the EPA water quality certification for NWPs?
☐ Yes ☐ No

Box 12 List of other certifications or approvals/denials received from other federal, state, or local agencies for work described in this application:

Agency	Approval Type ²	Identification No.	Date Applied	Date Approved	Date Denied

² Would include but is not restricted to zoning, building, and floodplain permits

Part IV: Attachments

	Included
A. List of Property Owners	<input checked="" type="checkbox"/>
B. Delineation of Waters of the U.S., Including Wetlands	<input checked="" type="checkbox"/>
C. Color Photographs	<input checked="" type="checkbox"/>
D. Summary Table of Single and Complete Crossings	<input checked="" type="checkbox"/>
E. Required Drawings/Figures	<input checked="" type="checkbox"/>
F. Threatened or Endangered Species Reports and/or Letters	<input checked="" type="checkbox"/>
G. Historic Properties and Cultural Resources Reports and/or Letters	<input checked="" type="checkbox"/>
H. Conceptual Mitigation Plan	<input type="checkbox"/>
I. Other:	<input type="checkbox"/>

End of Form


Landowner Name	ROW Acreage
Kerry L & Cassandra G Wiggins	0.742
Terry & Laura Dooley	0.365
Fred and Alice Kaufman	3.397
Kenneth and Carrie Bell	0.063
Sasha M. Tingle	0.056
Michael Tomjack	1.202
Sunny Spring Ranch LLC	1.06
Stephen and Jill Kaufman	0.112
Steven & Margaret Walker	0.1
Willis Daulton Halliburton	0.098
Kathy Boyer	1.237
William and Susan Long	0.007
Carmelo and Carole Tassone	1.038
COUNTY ROAD 255 A SERIES OF LANE COMMERCIAL ENTERPRISES LLC	0.723
Patricia Anderson	1.908
Piotr and Lauren Wieckowski	0.046
Edward and Deborah Miller	0.068
Patricia M. Anderson	0.121
Vale Building Group, LLC	2.737
Christopher Anderson	0.063

Landowner Name	ROW Acreage
Kevin Krienke, formerly Blanco	1.014
Kevin Krienke, formerly Blanco	0.0471
Big Oaks Village LLC	1.146
Northvista Ranch LLC	0.137
Northvista Ranch LLC	0.105
James Daniels	0.135
Nancy Luong	0.281
Yogesh & Pragati Bansal	0.22
Benjamin and Nicole Perry	0.594
North Vista Ranch 1	0.136
Krishna Kumari & Ranganath Vedala	0.126
Ramakrishna S. Madabhushi & Neeaja Madabhushi,	0.127
Terry Williams	0.122
Chester & Duane Cotter	0.154
Traci Nguyen	0.19
Christopher Reeves	0.719
Kyle and Melony Schaefer	0.149
Josh Koenig	0.408
Larry Lane Roberts	0.437

Landowner Name	ROW Acreage
Sebastian Hwang	0.437
Morris and Ida Bonnet	0.383
Randall O'Neill & Melanie Townsend O'Neill	0.156
Justin and Keisha Akre	0.262
Janet Jennings	0.76
Brandy Powell	0.727
Anderson, Patricia M J	0.07
Aguilar, Maria S	0.03
Tomlinson, Steven A, Jr	0.03
Onx-Rocking Wilco LLC	1.025
Daniel Anderson	0.177
Daniel Anderson Laura Anderson	0.545
Daniel Anderson Laura Anderson	0.455
Hunter Anderson	0.598
Onx-Rocking Wilco LLC	0.929
Hugh Bierbower & Marie Hamilton	0.279
Claude Vickers	1.509
GB Farms LLC	1.234
Toni Lynn Lawrence/Beall	1.015
Larry Kemp	3.081

Landowner Name	ROW Acreage
Elvin R. Hall and Donna K. Hall	0.789
Marcelo Vera	1.891

*Duplicate names represent different land parcels under the same ownership.



Aquatic Resources Delineation Report for the County Road 255 Road Improvements Project, Williamson County, Texas

MARCH 2024

PREPARED FOR

HNTB Corporation

PREPARED BY

SWCA Environmental Consultants

AQUATIC RESOURCES DELINEATION REPORT FOR THE COUNTY ROAD 255 ROAD IMPROVEMENTS PROJECT, WILLIAMSON COUNTY, TEXAS

Prepared for

HNTB Corporation

101 East Old Settlers Boulevard, Suite 100
Round Rock, Texas 78664

Prepared by

SWCA Environmental Consultants

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
(512) 476-0891
www.swca.com

SWCA Project No. 61059-002

March 2024

CONTENTS

1	Introduction and Purpose.....	1
2	Methods	1
2.1	Aquatic Resources Delineation.....	1
2.2	Potential Waters of the U.S. Determination	4
2.3	Project Area Description.....	4
2.4	Vegetation.....	4
2.5	Soils	5
3	Aquatic Resources	5
3.1	Waterways	8
3.2	Waterbodies	8
3.3	Wetlands	8
4	Conclusions	9
5	Literature Cited	11

Appendices

Appendix A.	Photographic Log
Appendix B.	U.S. Army Corps of Engineers Wetland Determination Data Forms, Great Plains Region
Appendix C.	Antecedent Precipitation Tool

Figures

Figure 1. Project area location map.	2
Figure 2. Aquatic resources delineation results overview map.....	7

Tables

Table 1. Soil Map Units within the Project Area	5
Table 2. Summary of Waterways within the Project Area.....	8
Table 3. Summary of Waterbodies within the Project Area	8
Table 4. Summary of Wetlands within the Project Area	8

This page intentionally left blank.

1 INTRODUCTION AND PURPOSE

SWCA Environmental Consultants (SWCA) was retained by Williamson County (WilCo) to complete an aquatic resources delineation and report for the proposed County Road (CR) 255 Improvements Project (project). The project consists of widening the existing two-lane roadway into a four-lane roadway (two in each direction). CR 255 is proposed to be widened over approximately 2.9 miles beginning at CR 254 and extending south to Ronald Reagan Boulevard in Georgetown, Williamson County, Texas. The project would occur within a 136-foot-wide right-of-way (ROW) that totals approximately 55.5 acres (project area) (Figure 1).

The purpose of the aquatic resources delineation was to identify potential aquatic resources within the project area, determine whether the aquatic resources would be considered potential waters of the U.S. (WOTUS) by the U.S. Army Corps of Engineers (USACE), and assist Williamson County in complying with Section 404 of the Clean Water Act (CWA) for project-related impacts to potential WOTUS. This aquatic resources delineation report describes the methods used to conduct the aquatic resources delineation and WOTUS evaluation, summarizes results of the delineation, and provides a summary conclusion regarding the potential jurisdictional status of aquatic resources identified during the delineation. The results and conclusions provided in this report represent SWCA's professional opinion based on our knowledge and experience with the USACE, including related regulatory guidance, documents, and manuals.

2 METHODS

SWCA received project data from Williamson County in December 2023. These data were used to conduct a background review and an aquatic resources delineation within the project area.

2.1 Aquatic Resources Delineation

Prior to and in support of conducting the aquatic resources delineation within the project area, SWCA reviewed background information using publicly available information from the following sources:

- U.S. Geological Survey (USGS): 7.5-minute quadrangle map (Leander NE, Texas, Florence, Texas) (USGS 2024a) and National Hydrography Dataset viewer (USGS 2024b)
- USACE: Antecedent Precipitation Tool (APT) (USACE 2023;2024)
- Natural Resources Conservation Service (NRCS): Web Soil Survey (NRCS 2019)
- Esri: ArcGIS Map Services (Esri 2024)
- Federal Emergency Management Agency (FEMA): National Flood Insurance Program data for Williamson County (FEMA 2024a) and Estimated Baseline Flood Elevation Viewer (FEMA 2024b)
- U.S. Fish and Wildlife Service (USFWS): National Wetlands Inventory (USFWS 2024)

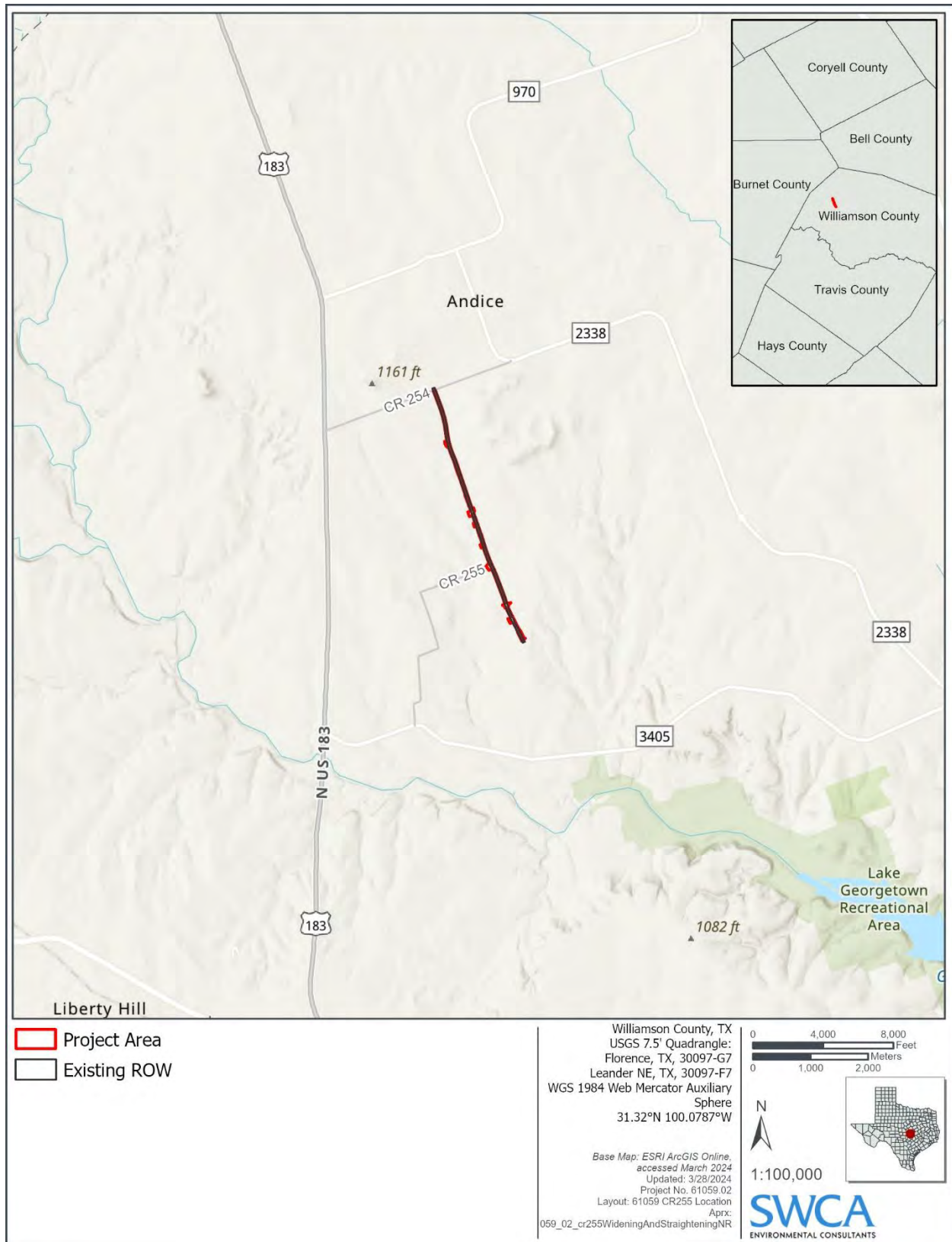


Figure 1. Project area location map.

SWCA conducted the aquatic resources delineation within the project area on January 25 and May 5, 2023; and March 22, 2024. The delineation was conducted in accordance with, and with respect to, guidance and information available from the following sources:

- USACE:
 - The National Wetland Plant List, 2020 Wetland Ratings (USACE 2020)
 - Regional Guidance Letter 05-05 (USACE 2005), which presents guidance on ordinary high-water mark identification
 - *Corps of Engineers Wetlands Delineation Manual* (1987 Manual) (Environmental Laboratory 1987)
 - *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)* (GP Supplement Manual) (USACE 2010)¹
 - Nationwide Permit Program (33 U.S. Code [USC] 401 et seq.; 33 USC 1344; 33 USC 1413 [33 Code of Federal Regulations 330, *Federal Register* 72:11092, *Federal Register* 72:26082, *Federal Register* 86:2744–2877]) (USACE 2021, 2022)
- NRCS:
 - *Field Indicators of Hydric Soils in the United States: A Guide for Identifying and Delineating Hydric Soils* (Version 8.2) (NRCS 2018)
 - PLANTS Database (NRCS 2021)
- USFWS:
 - Classification of Wetlands and Deepwater Habitats of the United States (Cowardin et al. 1979)

During the aquatic resources delineation, SWCA recorded data points to document the presence, or lack thereof, of the following three required indicators of a wetland, as defined in the 1987 Manual and GP Supplement Manual and identified below (Environmental Laboratory 1987; USACE 2010):

- **Hydrophytic vegetation:** Determined by identification of dominant species and their USFWS-designated wetland indicator status.
- **Wetland hydrology:** Determined by visual inspection with consideration from APT results and excavation of soil pits.
- **Hydric soils:** Determined by characterizing soil features (i.e., color and texture) from soil pits.

SWCA used a Samsung Active Tab 2 with Juniper Geode (for the surveys in 2023) and an Apple iPad with Juniper Geode real-time (for the surveys in 2024), differentially corrected GPS unit with sub-meter accuracy to geographically reference features, such as data points, wetland boundaries, and ordinary high-water marks. Areas that were designated to be possible aquatic resources from National Hydrography Dataset and National Wetlands Inventory data, but lacked the criteria or have changed, were documented with data points and/or photograph points. SWCA used geographic information system (GIS) software to analyze collected features, calculate areas, and generate figures. All point, line, and polygon data collected using the GPS unit and displayed in figures are for review purposes only and do not represent a professional civil survey.

¹ The GP Supplement Manual presents wetland indicators, delineation guidance, and other information specific to the Great Plains Region and takes precedence over the 1987 Manual for applications in this region where differences in the two manuals occur.

2.2 Potential Waters of the U.S. Determination

On January 18, 2023, the U.S. Environmental Protection Agency (EPA) and USACE (“the agencies”) issued the final “Revised Definition of Waters of the United States” (2023 Rule). Prior to the effective date of the 2023 Rule, a district court judge for the southern District of Texas issued an order preliminarily enjoining the 2023 Rule (EPA 2024a). Due to the preliminary injunction, the agencies interpreted WOTUS consistent with the pre-2015 regulatory regime within the state of Texas. Interpretation of WOTUS under the pre-2015 regulatory regime followed the U.S. Supreme Court’s Decision in *Rapanos v. United States* and *Carabell v. United States* and resulted in the joint agency memorandum titled “*Clean Water Act Jurisdiction Following the U.S. Supreme Court’s Decision in Rapanos v. United States & Carabell v. United States*” (2008 Guidance) (EPA 2008).

On August 29, 2023, the agencies issued a final rule amending the 2023 Rule to conform the definition of WOTUS to be consistent with the U.S. Supreme Court’s decision in *Sackett v. EPA* (Sackett Decision). Due to ongoing litigation of the 2023 Rule, the agencies are interpreting WOTUS consistent with the pre-2015 regulatory regime and the Sackett Decision until further notice (EPA 2024a).

The Sackett Decision removes the significant nexus test from consideration when determining the jurisdictional status of aquatic resources. It also revises the term “adjacent” as it pertains to the jurisdictional status of wetlands.

SWCA evaluated the potential jurisdictional status of waterways and waterbodies within the project area using the 2008 Guidance, minus the significant nexus test. The potential jurisdictional status for wetlands within the project area was evaluated with consideration to the Sackett Decision.

2.3 Project Area Description

The project area is located within the Balcones Canyonlands (ecoregion 33c) subdivision of the Edwards Plateau Level III ecoregion (Griffith et al. 2007). The ecoregion is largely defined by the extent of the escarpment; the intervening canyons and surrounding stairstep topography are evident on topographic maps of the region (Griffith et al. 2007). Ground elevation within the project area ranges from ±284 to ±321 feet above mean sea level. Current land use within and adjacent to the project area is primarily low-density residential development, rangeland, pasture, and forest with little impervious groundcover.

The project area is located within the North Fork San Gabriel River watershed of the Brazos River Basin (Texas Parks and Wildlife Department 2024). The primary source of surface water within the project area generally flows southwest into an unnamed tributary that converges with the North Fork San Gabriel River approximately 1.9 miles south of the project area. The FEMA Flood Insurance Rate Map panels (48491C0275E and 48491C0100E) for this region indicate that the project area is located solely within Zone X unshaded, outside of the 500-year floodplain (FEMA 2024a). Base Flood Elevation data is not available at this time (FEMA 2024b).

2.4 Vegetation

SWCA identified four vegetation communities within the project area during the aquatic resources delineation: scrub/shrub upland, herbaceous upland, palustrine emergent (PEM) wetland, and palustrine forested (PFO) wetland. Appendix A contains a photographic log of representative vegetation, and Appendix B contains GP Supplement Manual data forms of data point locations for the vegetation communities observed in the project area. The following dominant plant species were observed in each vegetation community:

- **Scrub/Shrub Upland:** Scrub/shrub upland vegetation is primarily located along drainages within the project area. The shrub stratum consists of Ashe juniper (*Juniperus ashei*), cedar elm (*Ulmus crassifolia*), and upland grasses, as described below, within the herbaceous stratum.
- **Herbaceous Upland:** The dominant vegetation within the herbaceous stratum consists of Bermuda grass (*Cynodon dactylon*), Texas wintergrass (*Nassella leucotricha*), annual ragweed (*Ambrosia artemisiifolia*), giant ragweed (*Ambrosia trifida*), johnsongrass (*Sorghum halepense*), Carolina geranium (*Geranium carolinianum*), silver bluestem (*Bothriochloa saccharoides*), crow poison (*Nothoscordum bivalve*), tall oatgrass (*Arrhenatherum elatius*), and white tridens (*Tridens albescens*). Scattered shrubs and trees are also located within the herbaceous upland, such as Ashe juniper, cedar elm, and plateau live oak (*Quercus fusiformis*).
- **PEM Wetland:** This vegetation community is primarily composed of button bush (*Cephalanthus occidentalis*) and cocklebur (*Xanthium strumarium*).
- **PFO Wetland:** This vegetation community is primarily composed of green ash (*Fraxinus pennsylvanica*), spike rush (*Eleocharis palustris*), and cocklebur.

2.5 Soils

According to the NRCS (2019), the project area contains five soil map units. The majority of the mapped soil units within the project area consist of clay, cobbly clay, and silty clay soils. None of the five soil map units are classified as hydric by the NRCS (2019). Table 1 summarizes the mapped soil units within the project area.

Table 1. Soil Map Units within the Project Area

Soil Map Unit Name	Soil Description	Hydric Soil	Acres within Project Area	Percentage of Project Area
Fairlie clay, 1 to 2 percent slopes	Residuum weathered from Austin chalk formation occurs on ridges.	No	19.1	34.4%
Doss silty clay, moist, 1 to 5 percent slopes	Residuum weathered from limestone occurs on hillslopes.	No	13.2	23.8%
Eckrant cobbly clay, 1 to 8 percent slopes	Residuum weathered from limestone occurs on ridges.	No	12.0	21.6%
Denton silty clay, 1 to 3 percent slopes	Silty and clayey slope alluvium over residuum weathered from limestone occurs on hillslopes.	No	8.5	15.2%
Brackett association, 1 to 8 percent slopes	Residuum weathered from limestone occurs on ridges.	No	2.7	5.0%
Total			55.5	100.0%

Source: NRCS (2019).

3 AQUATIC RESOURCES

During the January and May 2023; and March 2024 aquatic resources delineations, SWCA identified four waterways, one impoundment, and two wetlands within the project area. The aquatic resources are discussed further in Sections 4.1 through 4.3. Representative photographs of identified aquatic resources are provided in Appendix A, and GP Supplement Manual data forms are provided in Appendix B.

According to the APT, the aquatic resources delineation performed in January 2023 was performed during the wet season, and the project area corresponding climatological division was experiencing severe drought conditions. At the project area scale, the rainfall condition at the time of the aquatic resources delineation was calculated to be drier than normal (USACE 2024). The aquatic resources delineation performed in May 2023 was during the dry season, and the project area's corresponding climatological division was experiencing moderate drought conditions. At the project area scale, the rainfall condition at the time of the aquatic resources delineation was calculated to be normal (USACE 2024). The aquatic resources delineation performed in March 2024 was during the wet season, and the project area's corresponding climatological division was experiencing mild drought conditions. At the project area scale, the rainfall condition at the time of the aquatic resources delineation was calculated to be normal (USACE 2024). The APT analysis output is provided in Appendix C.

Figure 2 displays an overview of the aquatic resources mapped during the delineation.

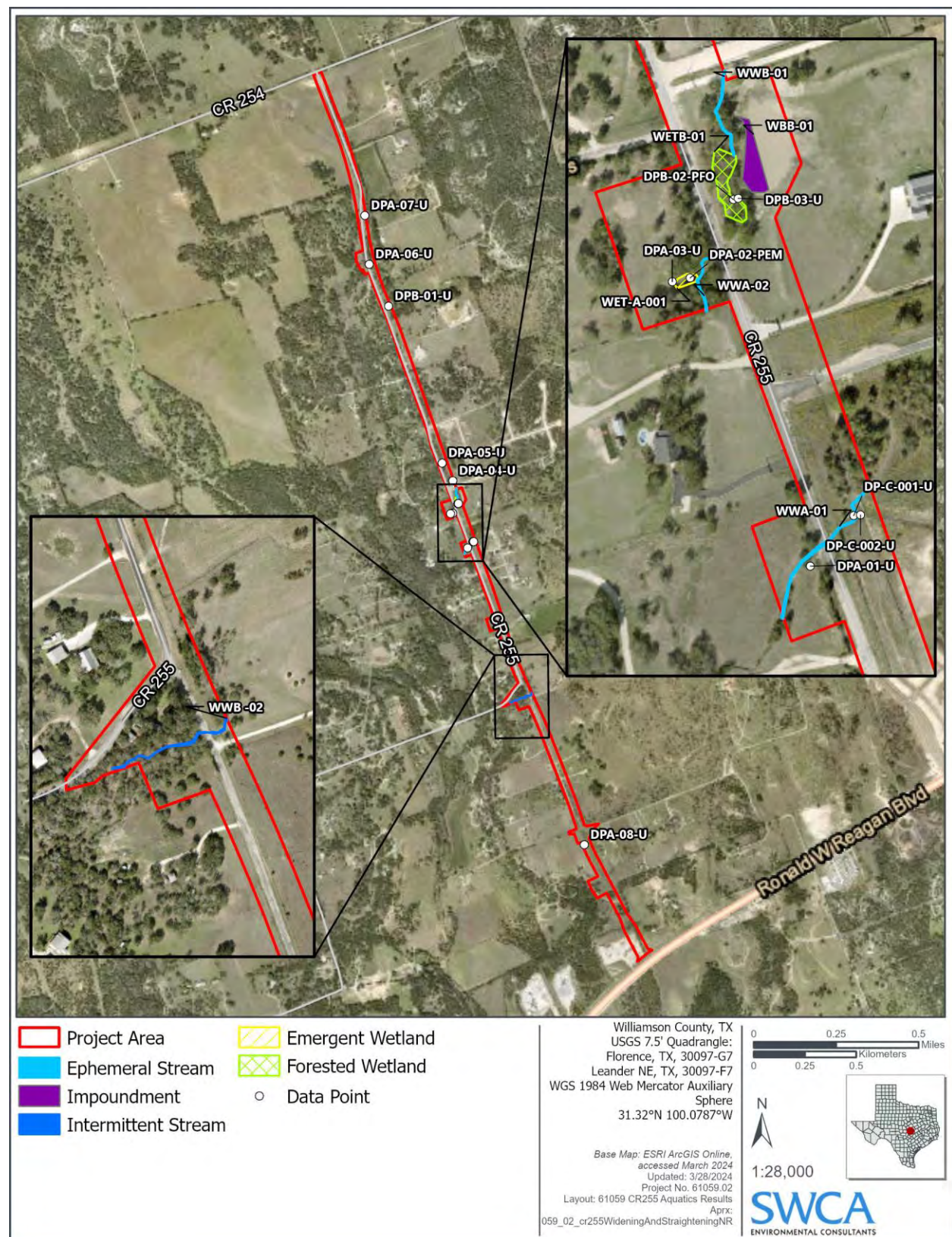


Figure 2. Aquatic resources delineation results overview map.

3.1 Waterways

SWCA identified one intermittent waterway and three ephemeral waterways within the project area (Table 2; Figure 2). Intermittent waterways are defined as waterways in which surface water flows continuously during certain times of the year and is not limited to a direct response to precipitation. The ephemeral waterways were classified as ephemeral because they appear to only convey water in direct response to precipitation events. Table 2 provides a summary of the waterways within the project area, including resource identification, classification, and potential WOTUS status.

Table 2. Summary of Waterways within the Project Area

Resource ID	Classification	Area (acres)	Mapped Length (feet)	Potential WOTUS Under 2008 Guidance minus the significant nexus test
WWA-01	Ephemeral	0.03	340.7	No
WWA-02	Ephemeral	>0.01	118.1	No
WWB-01	Ephemeral	0.01	178.7	No
WWB-02	Intermittent	0.03	415.0	Yes

3.2 Waterbodies

SWCA identified one waterbody, an impoundment, within the project area. Table 3 provides a summary of the waterbody within the project area, including resource identification, classification, and potential WOTUS status.

Table 3. Summary of Waterbodies within the Project Area

Resource ID	Classification	Area (acres)	Potential WOTUS Under 2008 Guidance
WBB-01	Impoundment	0.09	No

3.3 Wetlands

SWCA delineated two wetlands during the aquatic resources delineation, one being categorized as a PEM and the other being a PFO. WET-A-001 is adjacent to stream WWA-02 and WETB-01 is adjacent to stream WWB-01 and waterbody WBB-01. Table 4 provides a summary of the wetlands within the project area, including resource identification, classification, and potential WOTUS status.

Table 4. Summary of Wetlands within the Project Area

Resource ID	Classification*	Area (acres)	Potential WOTUS Under 2008 Guidance
WET-A-001	PEM	0.02	No
WETB-01	PFO	0.10	No

* Classification: PEM = Palustrine Emergent Wetland, PFO = Palustrine Forested Wetland

3.4 Jurisdictional Considerations

The opinions regarding jurisdiction provided in this report are based on SWCA experience working with USACE Fort Worth District and interpretation of USACE policy for WOTUS determinations. Only the agencies can make official determinations regarding the jurisdictional status or limits under Section 404 of the CWA for the aquatic resources identified during the aquatic resources delineations.

3.4.1 *Features Likely to be WOTUS*

The one intermittent stream within the Project Area appears to be consistent with features described in 2008 as seasonal relatively permanent waters (RPW). As outlined in the 2008 Guidance, the agencies would likely assert jurisdiction over features that are considered RPW when they have a connection to a TNW. As described in Section 3, the project area is within the North Fork San Gabriel River watershed that flows directly into the San Gabriel River located 2.5 miles south of the project area. The San Gabriel River flows directly into the Brazos River. This portion of the Brazos River is listed as a Section 10 Water, which is a TNW (EPA 2008, USACE 2011). Therefore, this feature has a connection to a TNW and is likely to be WOTUS.

3.4.2 *Features Unlikely to be WOTUS*

The three ephemeral streams within the project area appear to be consistent with features described in 2008 as a non-navigable, not-relatively permanent water (non-RPW). As outlined in the 2008 Guidance, the agencies would likely only assert jurisdiction over non-RPWs when such features have a significant nexus to a TNW. However, based on the Sackett Decision, agencies no longer rely on the significant nexus test to assert jurisdiction (Sackett v. Environmental Protection Agency 2023). Therefore, these features are unlikely to be WOTUS.

WBB-01 does not meet the definition of a WOTUS defined at 33 Code of Federal Regulations (CFR) 328.3. The upland constructed pond is not located on a tributary, nor does it meet the definition of a WOTUS defined at 33 CFR 328.3. This upland constructed pond is consistent with features described in the preamble to 33 CFR 328.3, which identifies what waters the USACE do not consider to be WOTUS, including “ponds created by excavating and/or diking dry land to collect and retain water.”

WET-A-001 is adjacent to stream WWA-02 and WETB-01 is adjacent to stream WWB-01. These wetlands identified during the aquatic resources delineation (see Table 4), are not consistent with features described in 33 Code of Federal Regulations 328.3 (a)(4-5), which identifies what wetlands the USACE considers to be WOTUS. Because the identified wetlands are not adjacent (i.e., lacking a continuous surface connection) to other waters identified as WOTUS, it is unlikely that the USACE would consider them to be jurisdictional under the Sackett Decision.

4 CONCLUSIONS

SWCA identified a total of seven aquatic resources within the project area during the January and May 2023; and March 2024 aquatic resources delineations. Of these seven aquatic resources within the project area, the intermittent stream (see Table 2) would likely be considered WOTUS under Section 404 of the CWA and would be regulated by the USACE Fort Worth District. However, only the USACE and EPA can make official determinations regarding the jurisdictional status or limits under Section 404 of the CWA for the aquatic resources identified during the aquatic resources delineation.

Certain activities (i.e., discharge of dredge or fill materials) within WOTUS require authorization from the USACE. Regulated activities within WOTUS could be authorized under the general terms and conditions of Nationwide Permit(s). However, depending on project design and the activities proposed within WOTUS, a pre-construction notification to the USACE Fort Worth District could be required. Once the project design is known, SWCA can calculate impacts, analyze proposed activities as they pertain to the general terms and conditions of the Nationwide Permit(s), and assist Williamson County in determining if a pre-construction notification to the USACE would be required.

5 LITERATURE CITED

- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. *Classification of Wetlands and Deepwater Habitats of the United States*. U.S. Fish and Wildlife Service, FWS/OBS-79/31.
- Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1. Vicksburg, Mississippi: U.S. Army Corps of Engineers Waterways Experiment Station.
- Environmental Systems Research Institute (Esri). 2024. Esri Map Services—ArcGIS Desktop, Version 10.6. Redlands, California: Environmental Systems Research Institute. Accessed March 2024.
- Federal Emergency Management Agency (FEMA). 2024a. Flood Zones: National Flood Insurance Program Policy Index. Available at: <https://www.fema.gov/flood-maps/tools-resources/flood-map-products/national-flood-hazard-layer>. Updated June 26, 2021. Accessed March 2024.
- . 2024b. Estimated Base Flood Elevation Viewer. Available at: <https://webapps.usgs.gov/infrm/estBFE/>. Accessed March 2024.
- Griffith, G.E., S.A. Bryce, J.M. Omernik, J.A. Comstock, A.C. Rogers, B. Harrison, S.L. Hatch, and D. Bezanson. 2007. Ecoregions of Texas (color poster with map, descriptive text, and photographs). Map scale 1:2,500,000. Reston, Virginia: U.S. Geological Survey.
- Natural Resources Conservation Service (NRCS). 2018. *Field Indicators of Hydric Soils in the United States: A guide for Identifying and Delineating Hydric Soils, Version 8.2*. Prepared in cooperation with the National Technical Committee for Hydric Soils, edited by G.W. Hurt and L.M. Vasilas. Washington, D.C.: U.S. Department of Agriculture, Natural Resources Conservation Service.
- . 2019. Web Soil Survey. Available at: <http://websoilsurvey.nrcs.usda.gov/>. Accessed March 2024.
- . 2021. PLANTS Database. Available at: <http://plants.usda.gov>. Accessed March 2024.
- Supreme Court of the United States. 2023. Sackett et ux. v. Environmental Protection Agency et al. October Term, 2022. Available at: https://www.supremecourt.gov/opinions/22pdf/21-454_4g15.pdf. Accessed March 2024.
- Texas Parks and Wildlife Department (TPWD). 2024. Texas Watershed View. Available at: <https://tpwd.texas.gov/education/water-education/Watershed%20Viewer>. Accessed March 2024.
- U.S. Army Corps of Engineers (USACE). 2005. Regulatory Guidance Letter No. 05-05, dated December 7, 2005. Available at: <https://www.nap.usace.army.mil/Portals/39/docs/regulatory/rgls/rgl05-05.pdf>. Accessed March 2024.
- . 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region* (Version 2.0). ERDC/EL TR-10-1. Vicksburg, Mississippi: U.S. Army Research and Development Center.
- . 2011. *Navigable Waters of the United States in the Fort Worth, Albuquerque, and Tulsa Districts Within the State of Texas*. Available at: <https://www.swf.usace.army.mil/Portals/47/docs/regulatory/NavList2011.pdf>. Accessed March 2024.

- . 2020. National Wetland Plant List, version 3.5. USACE Research and Development Center Cold Regions Research and Engineering Laboratory, Hanover, New Hampshire. Available at: https://wetland-plants.sec.usace.army.mil/nwpl_static/v34/home/home.html. Accessed March 2024.
- . 2021. Public Notice: 2021 Nationwide Permit Program Announcing the Issuance: 2021-A Texas Regional Conditions; Texas Section 401 Water Quality Certification; Texas Coastal Zone Management Act Consistency. Available at: <https://www.swg.usace.army.mil/Media/Public-Notices/Article/2528565/swg-8-march-2021-2021-a-texas-regional-conditions-texas-section-401-water-quali/>. Accessed March 2024.
- . 2022. 2021 Nationwide Permits, General Conditions, District Engineer's Decision, Further Information, and Definitions. Available at: <https://www.swf.usace.army.mil/Missions/Regulatory/Permitting/Nationwide-General-Permits/>. Accessed March 2024.
- . 2024. Antecedent Precipitation Tool, Version 1.0 (APT). Written by Jason C. Deters. Available at: <https://github.com/jDeters-USACE/Antecedent-Precipitation-Tool/releases/tag/v1.0.13>. Accessed March 2024.
- U.S. Environmental Protection Agency (EPA). 2008. 2008 Rapanos Guidance and Related Documents under CWA Section 404. Available at: <https://www.epa.gov/cwa-404/2008-rapanos-guidance-and-related-documents-under-cwa-section-404>. Accessed March 2024.
- . 2022. Waters that Qualify as “Traditional Navigable Waters” Under Section (a)(1) of the Agencies’ Regulations. Available at https://www.epa.gov/system/files/documents/2022-12/Water%20that%20Qualify%20as%20TNWs_Final_0.pdf. Accessed March 2024.
- . 2023. Definition of “Waters of the United States”: Rule Status and Litigation Update. Available at <https://www.epa.gov/wotus/definition-waters-united-states-rule-status-and-litigation-update>. Accessed March 2024.
- U.S. Fish and Wildlife Service (USFWS). 2024. National Wetlands Inventory. Available at: <https://www.fws.gov/wetlands/nwi/Overview.html>. Accessed March 2024.
- U.S. Geological Survey (USGS). 2024a. Florence, Texas; Leander, Texas. 1:24,000. 7.5 Minute Series. Reston, Virginia: U.S. Department of the Interior.
- . 2024. National Hydrography Viewer. Available at: <https://viewer.nationalmap.gov/advanced-viewer/index.html?p=nhd>. Accessed March 2024.

APPENDIX A

Photographic Log

This page intentionally left blank.



Photograph 1. Representative photograph of scrub/shrub upland at DP-A-01-U, view facing north.



Photograph 2. Representative photograph of herbaceous upland at DPA-06-U, view facing east.



Photograph 3. Representative photograph of the palustrine emergent (PEM) wetland vegetation community at DPA-02-PEM.



Photograph 4. Photograph of the palustrine forested (PFO) wetland vegetation community at DPB-02-PFO within wetland WETB-01.



Photograph 5. Photograph of an intermittent waterway (WWB-02) within the project area, view facing downstream.



Photograph 6. Photograph of an ephemeral stream (WW 05) in the project area, view facing downstream.



Photograph 7. Photograph of the impoundment (WBB-01) within the project area.



Photograph 8. Photograph of the impoundment (WBB-01) within the project area.

APPENDIX B

U.S. Army Corps of Engineers Wetland Determination Data Forms Great Plains Region

This page intentionally left blank.

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-01-U
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): None Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.739301 Long: -97.849574 Datum: North American Datum 1983
 Soil Map Unit Name: Fairlie clay, 1 to 2 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of all three wetland criteria.	

VEGETATION - Use scientific names of plants.

<p><u>Tree Stratum</u> (Plot size: <u>30 ft.</u>)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 15%;">Absolute % cover</th> <th style="width: 15%;">Dominant Species?</th> <th style="width: 30%;">Indicator Status</th> </tr> </thead> <tbody> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <p><u>Sapling/Shrub Stratum</u> (Plot size: <u>15 ft.</u>)</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>1. <u>Ulmus crassifolia</u></td><td>15</td><td>Yes</td><td>FAC</td></tr> <tr><td>2. <u>Juniperus ashei</u></td><td>15</td><td>Yes</td><td>UPL</td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">30 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <p><u>Herb Stratum</u> (Plot size: <u>5 ft.</u>)</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>1. <u>Tridens albescens</u></td><td>30</td><td>Yes</td><td>FAC</td></tr> <tr><td>2. <u>Bromus japonicus</u></td><td>20</td><td>No</td><td>#N/A</td></tr> <tr><td>3. <u>Bothriochloa laguroides</u></td><td>30</td><td>Yes</td><td>UPL</td></tr> <tr><td>4. <u>Schizachyrium scoparium</u></td><td>5</td><td>No</td><td>FACU</td></tr> <tr><td>5. <u>Geranium carolinianum</u></td><td>10</td><td>No</td><td>UPL</td></tr> <tr><td>6. <u>Eragrostis curtispedicellata</u></td><td>15</td><td>No</td><td>UPL</td></tr> <tr><td>7. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>8. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>9. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>10. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">110 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <p><u>Woody Vine Stratum</u> (Plot size: <u>30 ft.</u>)</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <p>% Bare Ground in Herb Stratum <u>0</u></p>		Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				0 = Total Cover				1. <u>Ulmus crassifolia</u>	15	Yes	FAC	2. <u>Juniperus ashei</u>	15	Yes	UPL	3. <u> </u>				4. <u> </u>				5. <u> </u>				30 = Total Cover				1. <u>Tridens albescens</u>	30	Yes	FAC	2. <u>Bromus japonicus</u>	20	No	#N/A	3. <u>Bothriochloa laguroides</u>	30	Yes	UPL	4. <u>Schizachyrium scoparium</u>	5	No	FACU	5. <u>Geranium carolinianum</u>	10	No	UPL	6. <u>Eragrostis curtispedicellata</u>	15	No	UPL	7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>				110 = Total Cover				1. <u>None Observed</u>				2. <u> </u>				0 = Total Cover				<p>Dominance Test worksheet:</p> <p>Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A)</p> <p>Total Number of Dominant Species Across All Strata: <u>4</u> (B)</p> <p>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50%</u> (A/B)</p> <p>Prevalence Index Worksheet:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Total % Cover of:</th> <th style="width: 10%;">Multiply by:</th> <th style="width: 50%;"></th> </tr> </thead> <tbody> <tr><td>OBL species</td><td>N/A</td><td>x 1 = N/A</td></tr> <tr><td>FACW species</td><td>N/A</td><td>x 2 = N/A</td></tr> <tr><td>FAC species</td><td>N/A</td><td>x 3 = N/A</td></tr> <tr><td>FACU species</td><td>N/A</td><td>x 4 = N/A</td></tr> <tr><td>UPL species</td><td>N/A</td><td>x 5 = N/A</td></tr> <tr><td>Column Totals:</td><td>N/A</td><td>(A) N/A (B)</td></tr> <tr><td colspan="2">Prevalence Index = B/A =</td><td>N/A</td></tr> </tbody> </table> <p>Hydrophytic Vegetation Indicators:</p> <p><u> </u> 1 - Rapid Test for Hydrophytic Vegetation</p> <p><u> </u> 2 - Dominance Test is >50%</p> <p><u> </u> 3 - Prevalence Index is ≤ 3.0¹</p> <p><u> </u> 4 - Morphological Adaptations¹ (Explain)</p> <p><u> </u> Problematic Hydrophytic Vegetation¹ (Explain)</p> <p>¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.</p> <p>Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u></p>	Total % Cover of:	Multiply by:		OBL species	N/A	x 1 = N/A	FACW species	N/A	x 2 = N/A	FAC species	N/A	x 3 = N/A	FACU species	N/A	x 4 = N/A	UPL species	N/A	x 5 = N/A	Column Totals:	N/A	(A) N/A (B)	Prevalence Index = B/A =		N/A
	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																														
1. <u>None Observed</u>																																																																																																																																	
2. <u> </u>																																																																																																																																	
3. <u> </u>																																																																																																																																	
4. <u> </u>																																																																																																																																	
0 = Total Cover																																																																																																																																	
1. <u>Ulmus crassifolia</u>	15	Yes	FAC																																																																																																																														
2. <u>Juniperus ashei</u>	15	Yes	UPL																																																																																																																														
3. <u> </u>																																																																																																																																	
4. <u> </u>																																																																																																																																	
5. <u> </u>																																																																																																																																	
30 = Total Cover																																																																																																																																	
1. <u>Tridens albescens</u>	30	Yes	FAC																																																																																																																														
2. <u>Bromus japonicus</u>	20	No	#N/A																																																																																																																														
3. <u>Bothriochloa laguroides</u>	30	Yes	UPL																																																																																																																														
4. <u>Schizachyrium scoparium</u>	5	No	FACU																																																																																																																														
5. <u>Geranium carolinianum</u>	10	No	UPL																																																																																																																														
6. <u>Eragrostis curtispedicellata</u>	15	No	UPL																																																																																																																														
7. <u> </u>																																																																																																																																	
8. <u> </u>																																																																																																																																	
9. <u> </u>																																																																																																																																	
10. <u> </u>																																																																																																																																	
110 = Total Cover																																																																																																																																	
1. <u>None Observed</u>																																																																																																																																	
2. <u> </u>																																																																																																																																	
0 = Total Cover																																																																																																																																	
Total % Cover of:	Multiply by:																																																																																																																																
OBL species	N/A	x 1 = N/A																																																																																																																															
FACW species	N/A	x 2 = N/A																																																																																																																															
FAC species	N/A	x 3 = N/A																																																																																																																															
FACU species	N/A	x 4 = N/A																																																																																																																															
UPL species	N/A	x 5 = N/A																																																																																																																															
Column Totals:	N/A	(A) N/A (B)																																																																																																																															
Prevalence Index = B/A =		N/A																																																																																																																															

Remarks:
 No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).

SOIL

Sampling Point: DPA-01-U

[illegible]

HYDROLOGY

Wetland Hydrology Indicators:			
<div> <div>Primary Indicators (minimum of one is required; check all that apply)</div> <div> <div> <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> Salt Crust (B11) </div> <div> <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Aquatic Invertebrates (B13) </div> <div> <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) </div> <div> <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Dry-Season Water Table (C2) </div> <div> <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) </div> <div> <input type="checkbox"/> Drift Deposits (B3) <div>(where not tilled)</div> </div> <div> <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Presence of Reduced Iron (C4) </div> <div> <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Thin Muck Surface (C7) </div> <div> <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Other (Explain in Remarks) </div> <div> <input type="checkbox"/> Water-Stained Leaves (B9) </div> </div> <div> <div>Secondary Indicators (minimum of two required)</div> <div> <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) </div> <div> <div>(where tilled)</div> <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> FAC-Neutral Test (D5) <input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F) </div> </div> </div>			
<div>Field Observations:</div> <div> <div> <div>Surface Water Present?</div> <div>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> </div> <div> <div>Water Table Present?</div> <div>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> </div> <div> <div>Saturation Present?</div> <div>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> </div> <div> <div>(includes capillary fringe)</div> </div> <div> <div>Depth (inches):</div> <div><u>N/A</u></div> </div> <div> <div>Depth (inches):</div> <div><u>>12</u></div> </div> <div> <div>Depth (inches):</div> <div><u>>12</u></div> </div> </div>		<div>Wetland Hydrology Present?</div> <div>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div>	
<div>Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:</div>			
<div>Remarks:</div> <div>No positive indication of wetland hydrology was observed.</div>			

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-02-PEM
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.740845 Long: -97.850298 Datum: North American Datum 1983
 Soil Map Unit Name: Fairlie clay, 1 to 2 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of hydrophytic vegetation.	

VEGETATION - Use scientific names of plants.

<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> Tree Stratum (Plot size: <u>30 ft.</u>) 1. <u>None Observed</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 0 = Total Cover </td> <td style="width: 10%; text-align: center;"> Absolute % cover </td> <td style="width: 10%; text-align: center;"> Dominant Species? </td> <td style="width: 10%; text-align: center;"> Indicator Status </td> </tr> <tr> <td> Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>) 1. <u>Purshia tridentata</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 5. <u> </u> 15 = Total Cover </td> <td style="text-align: center;">15</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">UPL</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> Herb Stratum (Plot size: <u>5 ft.</u>) 1. <u>Xanthium strumarium</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 5. <u> </u> 6. <u> </u> 7. <u> </u> 8. <u> </u> 9. <u> </u> 10. <u> </u> 15 = Total Cover </td> <td style="width: 10%; text-align: center;">15</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">FAC</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> Woody Vine Stratum (Plot size: <u>30 ft.</u>) 1. <u>None Observed</u> 2. <u> </u> 0 = Total Cover </td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;"> </td> <td style="width: 10%; text-align: center;"> </td> </tr> </table> <p>% Bare Ground in Herb Stratum <u>85</u></p>	Tree Stratum (Plot size: <u>30 ft.</u>) 1. <u>None Observed</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 0 = Total Cover	Absolute % cover	Dominant Species?	Indicator Status	Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>) 1. <u>Purshia tridentata</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 5. <u> </u> 15 = Total Cover	15	Yes	UPL	Herb Stratum (Plot size: <u>5 ft.</u>) 1. <u>Xanthium strumarium</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 5. <u> </u> 6. <u> </u> 7. <u> </u> 8. <u> </u> 9. <u> </u> 10. <u> </u> 15 = Total Cover	15	Yes	FAC	Woody Vine Stratum (Plot size: <u>30 ft.</u>) 1. <u>None Observed</u> 2. <u> </u> 0 = Total Cover	0			Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50%</u> (A/B) Prevalence Index Worksheet: <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Total % Cover of:</td> <td style="width: 40%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>15</u></td> <td>x 3 = <u>45</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>15</u></td> <td>x 5 = <u>75</u></td> </tr> <tr> <td>Column Totals: <u>30</u> (A)</td> <td><u>120</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>4.00</u></td> </tr> </table> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>0</u>	x 2 = <u>0</u>	FAC species <u>15</u>	x 3 = <u>45</u>	FACU species <u>0</u>	x 4 = <u>0</u>	UPL species <u>15</u>	x 5 = <u>75</u>	Column Totals: <u>30</u> (A)	<u>120</u> (B)	Prevalence Index = B/A = <u>4.00</u>	
Tree Stratum (Plot size: <u>30 ft.</u>) 1. <u>None Observed</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 0 = Total Cover	Absolute % cover	Dominant Species?	Indicator Status																														
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>) 1. <u>Purshia tridentata</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 5. <u> </u> 15 = Total Cover	15	Yes	UPL																														
Herb Stratum (Plot size: <u>5 ft.</u>) 1. <u>Xanthium strumarium</u> 2. <u> </u> 3. <u> </u> 4. <u> </u> 5. <u> </u> 6. <u> </u> 7. <u> </u> 8. <u> </u> 9. <u> </u> 10. <u> </u> 15 = Total Cover	15	Yes	FAC																														
Woody Vine Stratum (Plot size: <u>30 ft.</u>) 1. <u>None Observed</u> 2. <u> </u> 0 = Total Cover	0																																
Total % Cover of:	Multiply by:																																
OBL species <u>0</u>	x 1 = <u>0</u>																																
FACW species <u>0</u>	x 2 = <u>0</u>																																
FAC species <u>15</u>	x 3 = <u>45</u>																																
FACU species <u>0</u>	x 4 = <u>0</u>																																
UPL species <u>15</u>	x 5 = <u>75</u>																																
Column Totals: <u>30</u> (A)	<u>120</u> (B)																																
Prevalence Index = B/A = <u>4.00</u>																																	
Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																																	

Remarks:
 No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).

SOIL

Sampling Point: **DPA-02-PEM**

[illegible]

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input checked="" type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input checked="" type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	(where tilled)	
<input type="checkbox"/> Drift Deposits (B3)	(where not tilled)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input checked="" type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Water-Stained Leaves (B9)		<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)	
Field Observations:			
Surface Water Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	N/A
Water Table Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	>18
Saturation Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	>18
(includes capillary fringe)			
		Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			
A positive indication of wetland hydrology was observed (at least two secondary indicators).			

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-03-U
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Rangeland Local relief (concave, convex, none): None Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.740826 Long: -97.850408 Datum: North American Datum 1983
 Soil Map Unit Name: Fairlie clay, 1 to 2 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of all three wetland criteria.	

VEGETATION - Use scientific names of plants.

<table style="width: 100%;"> <tr> <th style="text-align: left;">Tree Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>Juniperus ashei</u></td><td style="text-align: center;">30</td><td style="text-align: center;">Yes</td><td style="text-align: center;">UPL</td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">30 = Total Cover</td><td></td><td></td></tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Herb Stratum (Plot size: <u>5 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>Cynodon dactylon</u></td><td style="text-align: center;">60</td><td style="text-align: center;">Yes</td><td style="text-align: center;">FACU</td></tr> <tr><td>2. <u>Allium drummondii</u></td><td style="text-align: center;">35</td><td style="text-align: center;">Yes</td><td style="text-align: center;">UPL</td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>6. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>7. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>8. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>9. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>10. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">95 = Total Cover</td><td></td><td></td></tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Woody Vine Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </table> <p>% Bare Ground in Herb Stratum <u>5</u></p>	Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				0 = Total Cover				Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Juniperus ashei</u>	30	Yes	UPL	2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				30 = Total Cover				Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Cynodon dactylon</u>	60	Yes	FACU	2. <u>Allium drummondii</u>	35	Yes	UPL	3. <u> </u>				4. <u> </u>				5. <u> </u>				6. <u> </u>				7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>				95 = Total Cover				Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				0 = Total Cover				Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B) Prevalence Index Worksheet: <table style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: center;">Multiply by:</th> </tr> <tr><td>OBL species</td><td style="text-align: center;">N/A x 1 = N/A</td></tr> <tr><td>FACW species</td><td style="text-align: center;">N/A x 2 = N/A</td></tr> <tr><td>FAC species</td><td style="text-align: center;">N/A x 3 = N/A</td></tr> <tr><td>FACU species</td><td style="text-align: center;">N/A x 4 = N/A</td></tr> <tr><td>UPL species</td><td style="text-align: center;">N/A x 5 = N/A</td></tr> <tr><td>Column Totals:</td><td style="text-align: center;">N/A (A) N/A (B)</td></tr> <tr><td colspan="2">Prevalence Index = B/A = <u>N/A</u></td></tr> </table> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	Total % Cover of:	Multiply by:	OBL species	N/A x 1 = N/A	FACW species	N/A x 2 = N/A	FAC species	N/A x 3 = N/A	FACU species	N/A x 4 = N/A	UPL species	N/A x 5 = N/A	Column Totals:	N/A (A) N/A (B)	Prevalence Index = B/A = <u>N/A</u>	
Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>None Observed</u>																																																																																																																																					
2. <u> </u>																																																																																																																																					
3. <u> </u>																																																																																																																																					
4. <u> </u>																																																																																																																																					
0 = Total Cover																																																																																																																																					
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>Juniperus ashei</u>	30	Yes	UPL																																																																																																																																		
2. <u> </u>																																																																																																																																					
3. <u> </u>																																																																																																																																					
4. <u> </u>																																																																																																																																					
5. <u> </u>																																																																																																																																					
30 = Total Cover																																																																																																																																					
Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>Cynodon dactylon</u>	60	Yes	FACU																																																																																																																																		
2. <u>Allium drummondii</u>	35	Yes	UPL																																																																																																																																		
3. <u> </u>																																																																																																																																					
4. <u> </u>																																																																																																																																					
5. <u> </u>																																																																																																																																					
6. <u> </u>																																																																																																																																					
7. <u> </u>																																																																																																																																					
8. <u> </u>																																																																																																																																					
9. <u> </u>																																																																																																																																					
10. <u> </u>																																																																																																																																					
95 = Total Cover																																																																																																																																					
Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>None Observed</u>																																																																																																																																					
2. <u> </u>																																																																																																																																					
0 = Total Cover																																																																																																																																					
Total % Cover of:	Multiply by:																																																																																																																																				
OBL species	N/A x 1 = N/A																																																																																																																																				
FACW species	N/A x 2 = N/A																																																																																																																																				
FAC species	N/A x 3 = N/A																																																																																																																																				
FACU species	N/A x 4 = N/A																																																																																																																																				
UPL species	N/A x 5 = N/A																																																																																																																																				
Column Totals:	N/A (A) N/A (B)																																																																																																																																				
Prevalence Index = B/A = <u>N/A</u>																																																																																																																																					
Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																																																																																																																																					

Remarks:
 No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).

SOIL

Sampling Point: DPA-03-U

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-8	10YR 3/1	100	None	—	—	—	Clay loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soils Indicators: (Applicable to all LRRs, unless otherwise noted.)

☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5) (**LRR F**)
☐ 1 cm Muck (A9) (**LRR F, G, H**)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
☐ 5 cm Mucky Peat or Peat (S3) (**LRR F**)

☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)
☐ High Plains Depressions (F16)
(MLRA 72 & 73 of LRR H)

Indicators for Problematic Hydric Soils³:

☐ 1 cm Muck (A9) (**LRR I, J**)
☐ Coast Prairie Redox (A16) (**LRR F, G, H**)
☐ Dark Surface (S7) (**LRR G**)
☐ High Plains Depressions (F16)
(LRR H outside of MLRA 72 & 73)
☐ Reduced Vertic (F18)
☐ Red Parent Material (TF2)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____ Compaction _____

Depth (inches): _____ 8+ _____

Hydric Soil Present? Yes _____ No **X** _____

Remarks:

No positive indication of hydric soils was observed.

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)			
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)		
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Invertebrates (B13)		
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)		
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)		
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)		
<input type="checkbox"/> Drift Deposits (B3)	(where not tilled)		
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Presence of Reduced Iron (C4)		
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)		
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)		
<input type="checkbox"/> Water-Stained Leaves (B9)			
		Secondary Indicators (minimum of two required)	
		<input type="checkbox"/> Surface Soil Cracks (B6)	
		<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	
		<input type="checkbox"/> Drainage Patterns (B10)	
		<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
		(where tilled)	
		<input type="checkbox"/> Crayfish Burrows (C8)	
		<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
		<input type="checkbox"/> Geomorphic Position (D2)	
		<input type="checkbox"/> FAC-Neutral Test (D5)	
		<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)	
Field Observations:			
Surface Water Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	<u>N/A</u>
Water Table Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	<u>>8</u>
Saturation Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	<u>>8</u>
(includes capillary fringe)			
		Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			
No positive indication of wetland hydrology was observed.			

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-04-U
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.742276 Long: -97.850254 Datum: North American Datum 1983
 Soil Map Unit Name: Denton silty clay, 1 to 3 percent slopes NWI Classification: Riverine
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of all three wetland criteria.	

VEGETATION - Use scientific names of plants.

<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 15%;">Absolute % cover</th> <th style="width: 15%;">Dominant Species?</th> <th style="width: 10%;">Indicator Status</th> </tr> </thead> <tbody> <tr> <td colspan="4">Tree Stratum (Plot size: <u>30 ft.</u>)</td> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="4" style="text-align: right;">0 = Total Cover</td></tr> <tr> <td colspan="4">Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)</td> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="4" style="text-align: right;">0 = Total Cover</td></tr> <tr> <td colspan="4">Herb Stratum (Plot size: <u>5 ft.</u>)</td> </tr> <tr><td>1. <u>Cynodon dactylon</u></td><td>100</td><td>Yes</td><td>FACU</td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>6. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>7. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>8. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>9. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>10. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="4" style="text-align: right;">100 = Total Cover</td></tr> <tr> <td colspan="4">Woody Vine Stratum (Plot size: <u>30 ft.</u>)</td> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="4" style="text-align: right;">0 = Total Cover</td></tr> <tr> <td colspan="4">% Bare Ground in Herb Stratum <u>0</u></td> </tr> </tbody> </table>		Absolute % cover	Dominant Species?	Indicator Status	Tree Stratum (Plot size: <u>30 ft.</u>)				1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				0 = Total Cover				Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)				1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				0 = Total Cover				Herb Stratum (Plot size: <u>5 ft.</u>)				1. <u>Cynodon dactylon</u>	100	Yes	FACU	2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				6. <u> </u>				7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>				100 = Total Cover				Woody Vine Stratum (Plot size: <u>30 ft.</u>)				1. <u>None Observed</u>				2. <u> </u>				0 = Total Cover				% Bare Ground in Herb Stratum <u>0</u>				<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B) </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Prevalence Index Worksheet: <table style="width: 100%;"> <tr> <td style="width: 60%;">Total % Cover of:</td> <td style="width: 40%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>N/A</u></td> <td>x 1 = <u>N/A</u></td> </tr> <tr> <td>FACW species <u>N/A</u></td> <td>x 2 = <u>N/A</u></td> </tr> <tr> <td>FAC species <u>N/A</u></td> <td>x 3 = <u>N/A</u></td> </tr> <tr> <td>FACU species <u>N/A</u></td> <td>x 4 = <u>N/A</u></td> </tr> <tr> <td>UPL species <u>N/A</u></td> <td>x 5 = <u>N/A</u></td> </tr> <tr> <td>Column Totals: <u>N/A</u> (A)</td> <td><u>N/A</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>N/A</u></td> </tr> </table> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0¹ <u> </u> 4 - Morphological Adaptations¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation¹ (Explain) ¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. </div> <div style="border: 1px solid black; padding: 5px;"> Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> </div>	Total % Cover of:	Multiply by:	OBL species <u>N/A</u>	x 1 = <u>N/A</u>	FACW species <u>N/A</u>	x 2 = <u>N/A</u>	FAC species <u>N/A</u>	x 3 = <u>N/A</u>	FACU species <u>N/A</u>	x 4 = <u>N/A</u>	UPL species <u>N/A</u>	x 5 = <u>N/A</u>	Column Totals: <u>N/A</u> (A)	<u>N/A</u> (B)	Prevalence Index = B/A = <u>N/A</u>	
	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																										
Tree Stratum (Plot size: <u>30 ft.</u>)																																																																																																																																													
1. <u>None Observed</u>																																																																																																																																													
2. <u> </u>																																																																																																																																													
3. <u> </u>																																																																																																																																													
4. <u> </u>																																																																																																																																													
0 = Total Cover																																																																																																																																													
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)																																																																																																																																													
1. <u>None Observed</u>																																																																																																																																													
2. <u> </u>																																																																																																																																													
3. <u> </u>																																																																																																																																													
4. <u> </u>																																																																																																																																													
5. <u> </u>																																																																																																																																													
0 = Total Cover																																																																																																																																													
Herb Stratum (Plot size: <u>5 ft.</u>)																																																																																																																																													
1. <u>Cynodon dactylon</u>	100	Yes	FACU																																																																																																																																										
2. <u> </u>																																																																																																																																													
3. <u> </u>																																																																																																																																													
4. <u> </u>																																																																																																																																													
5. <u> </u>																																																																																																																																													
6. <u> </u>																																																																																																																																													
7. <u> </u>																																																																																																																																													
8. <u> </u>																																																																																																																																													
9. <u> </u>																																																																																																																																													
10. <u> </u>																																																																																																																																													
100 = Total Cover																																																																																																																																													
Woody Vine Stratum (Plot size: <u>30 ft.</u>)																																																																																																																																													
1. <u>None Observed</u>																																																																																																																																													
2. <u> </u>																																																																																																																																													
0 = Total Cover																																																																																																																																													
% Bare Ground in Herb Stratum <u>0</u>																																																																																																																																													
Total % Cover of:	Multiply by:																																																																																																																																												
OBL species <u>N/A</u>	x 1 = <u>N/A</u>																																																																																																																																												
FACW species <u>N/A</u>	x 2 = <u>N/A</u>																																																																																																																																												
FAC species <u>N/A</u>	x 3 = <u>N/A</u>																																																																																																																																												
FACU species <u>N/A</u>	x 4 = <u>N/A</u>																																																																																																																																												
UPL species <u>N/A</u>	x 5 = <u>N/A</u>																																																																																																																																												
Column Totals: <u>N/A</u> (A)	<u>N/A</u> (B)																																																																																																																																												
Prevalence Index = B/A = <u>N/A</u>																																																																																																																																													

Remarks:
 No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).

SOIL

Sampling Point: **DPA-04-U**

[illegible]

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	(where tilled)	
<input type="checkbox"/> Drift Deposits (B3)	(where not tilled)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Water-Stained Leaves (B9)		<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)	
Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>N/A</u> Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>18</u> Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>18</u> (includes capillary fringe)		Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks: No positive indication of wetland hydrology was observed.			

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-05-U
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): N/A Local relief (concave, convex, none): None Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.743062 Long: -97.850779 Datum: North American Datum 1983
 Soil Map Unit Name: Denton silty clay, 1 to 3 percent slopes NWI Classification: Riverine
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of all three wetland criteria.	

VEGETATION - Use scientific names of plants.

<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> Tree Stratum (Plot size: <u>30 ft.</u>) </td> <td style="width: 10%; text-align: center;">Absolute % cover</td> <td style="width: 10%; text-align: center;">Dominant Species?</td> <td style="width: 10%; text-align: center;">Indicator Status</td> </tr> <tr> <td>1. <u>Quercus fusiformis</u></td> <td style="text-align: center;">15</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">UPL</td> </tr> <tr> <td>2. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">15</td> <td colspan="2" style="text-align: center;">= Total Cover</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>) </td> <td style="width: 10%; text-align: center;">Absolute % cover</td> <td style="width: 10%; text-align: center;">Dominant Species?</td> <td style="width: 10%; text-align: center;">Indicator Status</td> </tr> <tr> <td>1. <u>Juniperus ashei</u></td> <td style="text-align: center;">10</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">UPL</td> </tr> <tr> <td>2. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">10</td> <td colspan="2" style="text-align: center;">= Total Cover</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> Herb Stratum (Plot size: <u>5 ft.</u>) </td> <td style="width: 10%; text-align: center;">Absolute % cover</td> <td style="width: 10%; text-align: center;">Dominant Species?</td> <td style="width: 10%; text-align: center;">Indicator Status</td> </tr> <tr> <td>1. <u>Geranium carolinianum</u></td> <td style="text-align: center;">60</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">UPL</td> </tr> <tr> <td>2. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>9. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">60</td> <td colspan="2" style="text-align: center;">= Total Cover</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> Woody Vine Stratum (Plot size: <u>30 ft.</u>) </td> <td style="width: 10%; text-align: center;">Absolute % cover</td> <td style="width: 10%; text-align: center;">Dominant Species?</td> <td style="width: 10%; text-align: center;">Indicator Status</td> </tr> <tr> <td>1. <u>None Observed</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. <u> </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">0</td> <td colspan="2" style="text-align: center;">= Total Cover</td> </tr> </table> % Bare Ground in Herb Stratum <u>40</u>	Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Quercus fusiformis</u>	15	Yes	UPL	2. <u> </u>				3. <u> </u>				4. <u> </u>					15	= Total Cover		Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Juniperus ashei</u>	10	Yes	UPL	2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>					10	= Total Cover		Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Geranium carolinianum</u>	60	Yes	UPL	2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				6. <u> </u>				7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>					60	= Total Cover		Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>					0	= Total Cover		Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B) Prevalence Index Worksheet: <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Total % Cover of:</td> <td style="width: 10%; text-align: center;">Multiply by:</td> <td style="width: 30%;"></td> </tr> <tr> <td>OBL species <u>N/A</u></td> <td style="text-align: center;">x 1 =</td> <td><u>N/A</u></td> </tr> <tr> <td>FACW species <u>N/A</u></td> <td style="text-align: center;">x 2 =</td> <td><u>N/A</u></td> </tr> <tr> <td>FAC species <u>N/A</u></td> <td style="text-align: center;">x 3 =</td> <td><u>N/A</u></td> </tr> <tr> <td>FACU species <u>N/A</u></td> <td style="text-align: center;">x 4 =</td> <td><u>N/A</u></td> </tr> <tr> <td>UPL species <u>N/A</u></td> <td style="text-align: center;">x 5 =</td> <td><u>N/A</u></td> </tr> <tr> <td>Column Totals: <u>N/A</u> (A)</td> <td></td> <td><u>N/A</u> (B)</td> </tr> <tr> <td colspan="3">Prevalence Index = B/A = <u>N/A</u></td> </tr> </table> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	Total % Cover of:	Multiply by:		OBL species <u>N/A</u>	x 1 =	<u>N/A</u>	FACW species <u>N/A</u>	x 2 =	<u>N/A</u>	FAC species <u>N/A</u>	x 3 =	<u>N/A</u>	FACU species <u>N/A</u>	x 4 =	<u>N/A</u>	UPL species <u>N/A</u>	x 5 =	<u>N/A</u>	Column Totals: <u>N/A</u> (A)		<u>N/A</u> (B)	Prevalence Index = B/A = <u>N/A</u>		
Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																										
1. <u>Quercus fusiformis</u>	15	Yes	UPL																																																																																																																																										
2. <u> </u>																																																																																																																																													
3. <u> </u>																																																																																																																																													
4. <u> </u>																																																																																																																																													
	15	= Total Cover																																																																																																																																											
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																										
1. <u>Juniperus ashei</u>	10	Yes	UPL																																																																																																																																										
2. <u> </u>																																																																																																																																													
3. <u> </u>																																																																																																																																													
4. <u> </u>																																																																																																																																													
5. <u> </u>																																																																																																																																													
	10	= Total Cover																																																																																																																																											
Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																										
1. <u>Geranium carolinianum</u>	60	Yes	UPL																																																																																																																																										
2. <u> </u>																																																																																																																																													
3. <u> </u>																																																																																																																																													
4. <u> </u>																																																																																																																																													
5. <u> </u>																																																																																																																																													
6. <u> </u>																																																																																																																																													
7. <u> </u>																																																																																																																																													
8. <u> </u>																																																																																																																																													
9. <u> </u>																																																																																																																																													
10. <u> </u>																																																																																																																																													
	60	= Total Cover																																																																																																																																											
Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																										
1. <u>None Observed</u>																																																																																																																																													
2. <u> </u>																																																																																																																																													
	0	= Total Cover																																																																																																																																											
Total % Cover of:	Multiply by:																																																																																																																																												
OBL species <u>N/A</u>	x 1 =	<u>N/A</u>																																																																																																																																											
FACW species <u>N/A</u>	x 2 =	<u>N/A</u>																																																																																																																																											
FAC species <u>N/A</u>	x 3 =	<u>N/A</u>																																																																																																																																											
FACU species <u>N/A</u>	x 4 =	<u>N/A</u>																																																																																																																																											
UPL species <u>N/A</u>	x 5 =	<u>N/A</u>																																																																																																																																											
Column Totals: <u>N/A</u> (A)		<u>N/A</u> (B)																																																																																																																																											
Prevalence Index = B/A = <u>N/A</u>																																																																																																																																													
Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																																																																																																																																													

Remarks:
 No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).

SOIL

Sampling Point: DPA-05-U

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 3/1	100	None	—	—	—	Clay loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soils Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> (LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	<input type="checkbox"/> High Plains Depressions (F16)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	<input type="checkbox"/> (MLRA 72 & 73 of LRR H)	

Restrictive Layer (if observed):	Hydric Soil Present?
Type: <u> </u> Rock	Yes <u> </u> No <u> X </u>
Depth (inches): <u> </u> 6+	

Remarks:
No positive indication of hydric soils was observed.

HYDROLOGY

Wetland hydrology Indicators:	
<u>Primary Indicators (minimum of one is required; check all that apply)</u>	<u>Secondary Indicators (minimum of two required)</u>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> (where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)
<input type="checkbox"/> Salt Crust (B11)	
<input type="checkbox"/> Aquatic Invertebrates (B13)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> (where not tilled)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	Wetland Hydrology Present?
Surface Water Present? Yes <u> </u> No <u> X </u> Depth (inches): <u> N/A </u>	Yes <u> </u> No <u> X </u>
Water Table Present? Yes <u> </u> No <u> X </u> Depth (inches): <u> >6 </u>	
Saturation Present? Yes <u> </u> No <u> X </u> Depth (inches): <u> >6 </u>	
(includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
No positive indication of wetland hydrology was observed.

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-06-U
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.751892 Long: -97.854269 Datum: North American Datum 1983
 Soil Map Unit Name: Denton silty clay, 1 to 3 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of hydrophytic vegetation and wetland hydrology.	

VEGETATION - Use scientific names of plants.

<table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Tree Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>Ulmus crassifolia</u></td> <td style="text-align: center;">15</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">FAC</td> </tr> <tr> <td>2. <u>Quercus fusiformis</u></td> <td style="text-align: center;">15</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">UPL</td> </tr> <tr> <td>3. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>4. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td></td> <td style="text-align: center;">30 = Total Cover</td> <td></td> <td></td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>None Observed</u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>2. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>3. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>4. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>5. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td></td> <td style="text-align: center;">0 = Total Cover</td> <td></td> <td></td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Herb Stratum (Plot size: <u>5 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>Sorghum halepense</u></td> <td style="text-align: center;">3</td> <td style="text-align: center;">No</td> <td style="text-align: center;">FACU</td> </tr> <tr> <td>2. <u>Bothriochloa saccharoides</u></td> <td style="text-align: center;">3</td> <td style="text-align: center;">No</td> <td style="text-align: center;">FACU</td> </tr> <tr> <td>3. <u>Tridens albenscens</u></td> <td style="text-align: center;">3</td> <td style="text-align: center;">No</td> <td style="text-align: center;">FAC</td> </tr> <tr> <td>4. <u>Nothoscordum bivalve</u></td> <td style="text-align: center;">10</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">FACU</td> </tr> <tr> <td>5. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>6. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>7. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>8. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>9. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>10. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td></td> <td style="text-align: center;">19 = Total Cover</td> <td></td> <td></td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Woody Vine Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>None Observed</u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td>2. <u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;"><u> </u></td> </tr> <tr> <td></td> <td style="text-align: center;">0 = Total Cover</td> <td></td> <td></td> </tr> </table> <p>% Bare Ground in Herb Stratum <u>81</u></p>	Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Ulmus crassifolia</u>	15	Yes	FAC	2. <u>Quercus fusiformis</u>	15	Yes	UPL	3. <u> </u>	<u> </u>	<u> </u>	<u> </u>	4. <u> </u>	<u> </u>	<u> </u>	<u> </u>		30 = Total Cover			Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>	<u> </u>	<u> </u>	<u> </u>	2. <u> </u>	<u> </u>	<u> </u>	<u> </u>	3. <u> </u>	<u> </u>	<u> </u>	<u> </u>	4. <u> </u>	<u> </u>	<u> </u>	<u> </u>	5. <u> </u>	<u> </u>	<u> </u>	<u> </u>		0 = Total Cover			Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Sorghum halepense</u>	3	No	FACU	2. <u>Bothriochloa saccharoides</u>	3	No	FACU	3. <u>Tridens albenscens</u>	3	No	FAC	4. <u>Nothoscordum bivalve</u>	10	Yes	FACU	5. <u> </u>	<u> </u>	<u> </u>	<u> </u>	6. <u> </u>	<u> </u>	<u> </u>	<u> </u>	7. <u> </u>	<u> </u>	<u> </u>	<u> </u>	8. <u> </u>	<u> </u>	<u> </u>	<u> </u>	9. <u> </u>	<u> </u>	<u> </u>	<u> </u>	10. <u> </u>	<u> </u>	<u> </u>	<u> </u>		19 = Total Cover			Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>	<u> </u>	<u> </u>	<u> </u>	2. <u> </u>	<u> </u>	<u> </u>	<u> </u>		0 = Total Cover			Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>33%</u> (A/B)
Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																		
1. <u>Ulmus crassifolia</u>	15	Yes	FAC																																																																																																																		
2. <u>Quercus fusiformis</u>	15	Yes	UPL																																																																																																																		
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
	30 = Total Cover																																																																																																																				
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																		
1. <u>None Observed</u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
	0 = Total Cover																																																																																																																				
Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																		
1. <u>Sorghum halepense</u>	3	No	FACU																																																																																																																		
2. <u>Bothriochloa saccharoides</u>	3	No	FACU																																																																																																																		
3. <u>Tridens albenscens</u>	3	No	FAC																																																																																																																		
4. <u>Nothoscordum bivalve</u>	10	Yes	FACU																																																																																																																		
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
6. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
7. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
8. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
9. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
10. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
	19 = Total Cover																																																																																																																				
Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																		
1. <u>None Observed</u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>																																																																																																																		
	0 = Total Cover																																																																																																																				
Prevalence Index Worksheet: <table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: center;">Multiply by:</th> </tr> <tr> <td>OBL species <u>N/A</u></td> <td style="text-align: center;"><u>N/A</u> x 1 = <u>N/A</u></td> </tr> <tr> <td>FACW species <u>N/A</u></td> <td style="text-align: center;"><u>N/A</u> x 2 = <u>N/A</u></td> </tr> <tr> <td>FAC species <u>N/A</u></td> <td style="text-align: center;"><u>N/A</u> x 3 = <u>N/A</u></td> </tr> <tr> <td>FACU species <u>N/A</u></td> <td style="text-align: center;"><u>N/A</u> x 4 = <u>N/A</u></td> </tr> <tr> <td>UPL species <u>N/A</u></td> <td style="text-align: center;"><u>N/A</u> x 5 = <u>N/A</u></td> </tr> <tr> <td>Column Totals: <u>N/A</u> (A)</td> <td style="text-align: center;"><u>N/A</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>N/A</u></td> </tr> </table>		Total % Cover of:	Multiply by:	OBL species <u>N/A</u>	<u>N/A</u> x 1 = <u>N/A</u>	FACW species <u>N/A</u>	<u>N/A</u> x 2 = <u>N/A</u>	FAC species <u>N/A</u>	<u>N/A</u> x 3 = <u>N/A</u>	FACU species <u>N/A</u>	<u>N/A</u> x 4 = <u>N/A</u>	UPL species <u>N/A</u>	<u>N/A</u> x 5 = <u>N/A</u>	Column Totals: <u>N/A</u> (A)	<u>N/A</u> (B)	Prevalence Index = B/A = <u>N/A</u>																																																																																																					
Total % Cover of:	Multiply by:																																																																																																																				
OBL species <u>N/A</u>	<u>N/A</u> x 1 = <u>N/A</u>																																																																																																																				
FACW species <u>N/A</u>	<u>N/A</u> x 2 = <u>N/A</u>																																																																																																																				
FAC species <u>N/A</u>	<u>N/A</u> x 3 = <u>N/A</u>																																																																																																																				
FACU species <u>N/A</u>	<u>N/A</u> x 4 = <u>N/A</u>																																																																																																																				
UPL species <u>N/A</u>	<u>N/A</u> x 5 = <u>N/A</u>																																																																																																																				
Column Totals: <u>N/A</u> (A)	<u>N/A</u> (B)																																																																																																																				
Prevalence Index = B/A = <u>N/A</u>																																																																																																																					
Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																																																																																																																					
Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																																																																																																																					

Remarks:
 No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).

SOIL

Sampling Point: DPA-06-U

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-16	10YR 4/1	60	10YR 6/6	40	C	M	Clay	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soils Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	(LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input checked="" type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	<input type="checkbox"/> High Plains Depressions (F16)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	(MLRA 72 & 73 of LRR H)	

Restrictive Layer (if observed): Type: _____ Rock _____ Depth (inches): _____ 6+ _____	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Remarks:
A positive indication of hydric soil was observed.

HYDROLOGY

Wetland hydrology Indicators:	
Primary Indicators (minimum of one is required; check all that apply) <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> Salt Crust (B11) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Aquatic Invertebrates (B13) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Drift Deposits (B3) (where not tilled) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Other (Explain in Remarks) <input type="checkbox"/> Water-Stained Leaves (B9)	Secondary Indicators (minimum of two required) <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) (where tilled) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> FAC-Neutral Test (D5) <input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)
Field Observations: Surface Water Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): <u>N/A</u> Water Table Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): <u>>6</u> Saturation Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): <u>>6</u> (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks: No positive indication of wetland hydrology was observed.	

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-07-U
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Rangeland Local relief (concave, convex, none): None Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.754045 Long: -97.854437 Datum: North American Datum 1983
 Soil Map Unit Name: Fairlie clay, 1 to 2 percent slopes NWI Classification: Riverine
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of hydric soils and wetland hydrology.	

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft.</u>) 1. <u>Ulmus crassifolia</u> <u>20</u> <u>Yes</u> <u>FAC</u> 2. <u> </u> <u> </u> <u> </u> <u> </u> 3. <u> </u> <u> </u> <u> </u> <u> </u> 4. <u> </u> <u> </u> <u> </u> <u> </u> <u>20</u> = Total Cover Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>) 1. <u>Ulmus crassifolia</u> <u>25</u> <u>Yes</u> <u>FAC</u> 2. <u> </u> <u> </u> <u> </u> <u> </u> 3. <u> </u> <u> </u> <u> </u> <u> </u> 4. <u> </u> <u> </u> <u> </u> <u> </u> 5. <u> </u> <u> </u> <u> </u> <u> </u> <u>25</u> = Total Cover Herb Stratum (Plot size: <u>5 ft.</u>) 1. <u>Iva annua</u> <u>30</u> <u>Yes</u> <u>FAC</u> 2. <u>Ambrosia trifida</u> <u>30</u> <u>Yes</u> <u>FAC</u> 3. <u>Sorghum halepense</u> <u>15</u> <u>Yes</u> <u>FACU</u> 4. <u> </u> <u> </u> <u> </u> <u> </u> 5. <u> </u> <u> </u> <u> </u> <u> </u> 6. <u> </u> <u> </u> <u> </u> <u> </u> 7. <u> </u> <u> </u> <u> </u> <u> </u> 8. <u> </u> <u> </u> <u> </u> <u> </u> 9. <u> </u> <u> </u> <u> </u> <u> </u> 10. <u> </u> <u> </u> <u> </u> <u> </u> <u>75</u> = Total Cover Woody Vine Stratum (Plot size: <u>30 ft.</u>) 1. <u>None Observed</u> <u> </u> <u> </u> <u> </u> 2. <u> </u> <u> </u> <u> </u> <u> </u> <u>0</u> = Total Cover % Bare Ground in Herb Stratum <u>25</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>4</u> (A) Total Number of Dominant Species Across All Strata: <u>5</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>80%</u> (A/B) Prevalence Index Worksheet: <table border="1"> <tr> <th>Total % Cover of:</th> <th>Multiply by:</th> </tr> <tr> <td>OBL species <u>N/A</u></td> <td>x 1 = <u>N/A</u></td> </tr> <tr> <td>FACW species <u>N/A</u></td> <td>x 2 = <u>N/A</u></td> </tr> <tr> <td>FAC species <u>N/A</u></td> <td>x 3 = <u>N/A</u></td> </tr> <tr> <td>FACU species <u>N/A</u></td> <td>x 4 = <u>N/A</u></td> </tr> <tr> <td>UPL species <u>N/A</u></td> <td>x 5 = <u>N/A</u></td> </tr> <tr> <td>Column Totals: <u>N/A</u></td> <td>(A) <u>N/A</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>N/A</u></td> </tr> </table> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	Total % Cover of:	Multiply by:	OBL species <u>N/A</u>	x 1 = <u>N/A</u>	FACW species <u>N/A</u>	x 2 = <u>N/A</u>	FAC species <u>N/A</u>	x 3 = <u>N/A</u>	FACU species <u>N/A</u>	x 4 = <u>N/A</u>	UPL species <u>N/A</u>	x 5 = <u>N/A</u>	Column Totals: <u>N/A</u>	(A) <u>N/A</u> (B)	Prevalence Index = B/A = <u>N/A</u>	
Total % Cover of:	Multiply by:																
OBL species <u>N/A</u>	x 1 = <u>N/A</u>																
FACW species <u>N/A</u>	x 2 = <u>N/A</u>																
FAC species <u>N/A</u>	x 3 = <u>N/A</u>																
FACU species <u>N/A</u>	x 4 = <u>N/A</u>																
UPL species <u>N/A</u>	x 5 = <u>N/A</u>																
Column Totals: <u>N/A</u>	(A) <u>N/A</u> (B)																
Prevalence Index = B/A = <u>N/A</u>																	
Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																	

Remarks:
 A positive indication of hydrophytic vegetation was observed (>50% of dominant species indexed as OBL, FACW, or FAC).

SOIL

Sampling Point: DPA-07-U

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 3/1	100	None	—	—	—	Clay loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soils Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> (LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	<input type="checkbox"/> High Plains Depressions (F16)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	<input type="checkbox"/> (MLRA 72 & 73 of LRR H)	

Restrictive Layer (if observed):	Hydric Soil Present?
Type: <u>Compaction</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Depth (inches): <u>6+</u>	

Remarks:
No positive indication of hydric soils was observed.

HYDROLOGY

Wetland hydrology Indicators:	
<u>Primary Indicators (minimum of one is required; check all that apply)</u>	<u>Secondary Indicators (minimum of two required)</u>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> (where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)
<input type="checkbox"/> Salt Crust (B11)	
<input type="checkbox"/> Aquatic Invertebrates (B13)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> (where not tilled)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	Wetland Hydrology Present?
Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>N/A</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>6</u>	
Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>6</u> (includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
No positive indication of wetland hydrology was observed.

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: January 25, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPA-08-U
 Investigator(s): Marcus H. and Pam B. Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.726113 Long: -97.843964 Datum: North American Datum 1983
 Soil Map Unit Name: Fairlie clay, 1 to 2 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of hydrophytic vegetation.	

VEGETATION - Use scientific names of plants.

<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Tree Stratum (Plot size: <u>30 ft.</u>)</th> <th style="width: 15%;">Absolute % cover</th> <th style="width: 15%;">Dominant Species?</th> <th style="width: 10%;">Indicator Status</th> </tr> </thead> <tbody> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)</th> <th style="width: 15%;">Absolute % cover</th> <th style="width: 15%;">Dominant Species?</th> <th style="width: 10%;">Indicator Status</th> </tr> </thead> <tbody> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Herb Stratum (Plot size: <u>5 ft.</u>)</th> <th style="width: 15%;">Absolute % cover</th> <th style="width: 15%;">Dominant Species?</th> <th style="width: 10%;">Indicator Status</th> </tr> </thead> <tbody> <tr><td>1. <u>Nassella leucotricha</u></td><td>5</td><td>No</td><td>UPL</td></tr> <tr><td>2. <u>Opuntia engelmannii</u></td><td>15</td><td>Yes</td><td>UPL</td></tr> <tr><td>3. <u>Erodium cicutarium</u></td><td>50</td><td>Yes</td><td>UPL</td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>6. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>7. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>8. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>9. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>10. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">70 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Woody Vine Stratum (Plot size: <u>30 ft.</u>)</th> <th style="width: 15%;">Absolute % cover</th> <th style="width: 15%;">Dominant Species?</th> <th style="width: 10%;">Indicator Status</th> </tr> </thead> <tbody> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </tbody> </table> <p>% Bare Ground in Herb Stratum <u>30</u></p>	Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				0 = Total Cover				Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				0 = Total Cover				Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Nassella leucotricha</u>	5	No	UPL	2. <u>Opuntia engelmannii</u>	15	Yes	UPL	3. <u>Erodium cicutarium</u>	50	Yes	UPL	4. <u> </u>				5. <u> </u>				6. <u> </u>				7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>				70 = Total Cover				Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				0 = Total Cover				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Dominance Test worksheet:</td> </tr> <tr> <td>Number of Dominant Species That Are OBL, FACW, or FAC:</td> <td style="text-align: right;"><u>0</u> (A)</td> </tr> <tr> <td>Total Number of Dominant Species Across All Strata:</td> <td style="text-align: right;"><u>2</u> (B)</td> </tr> <tr> <td>Percent of Dominant Species That Are OBL, FACW, or FAC:</td> <td style="text-align: right;"><u>0</u> (A/B)</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Prevalence Index Worksheet:</td> </tr> <tr> <td style="text-align: right;">Total % Cover of:</td> <td style="text-align: right;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td style="text-align: right;"><u>0</u> x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td style="text-align: right;"><u>0</u> x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td style="text-align: right;"><u>0</u> x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td style="text-align: right;"><u>0</u> x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>70</u></td> <td style="text-align: right;"><u>70</u> x 5 = <u>350</u></td> </tr> <tr> <td>Column Totals:</td> <td style="text-align: right;"><u>70</u> (A) <u>350</u> (B)</td> </tr> <tr> <td>Prevalence Index = B/A =</td> <td style="text-align: right;"><u>5.00</u></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Hydrophytic Vegetation Indicators:</td> </tr> <tr><td><u> </u> 1 - Rapid Test for Hydrophytic Vegetation</td></tr> <tr><td><u> </u> 2 - Dominance Test is >50%</td></tr> <tr><td><u> </u> 3 - Prevalence Index is ≤ 3.0¹</td></tr> <tr><td><u> </u> 4 - Morphological Adaptations¹ (Explain)</td></tr> <tr><td><u> </u> Problematic Hydrophytic Vegetation¹ (Explain)</td></tr> <tr> <td colspan="2">¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Hydrophytic Vegetation Present?</td> <td style="text-align: right;">Yes <u> </u> No <u>X</u></td> </tr> </table>	Dominance Test worksheet:		Number of Dominant Species That Are OBL, FACW, or FAC:	<u>0</u> (A)	Total Number of Dominant Species Across All Strata:	<u>2</u> (B)	Percent of Dominant Species That Are OBL, FACW, or FAC:	<u>0</u> (A/B)	Prevalence Index Worksheet:		Total % Cover of:	Multiply by:	OBL species <u>0</u>	<u>0</u> x 1 = <u>0</u>	FACW species <u>0</u>	<u>0</u> x 2 = <u>0</u>	FAC species <u>0</u>	<u>0</u> x 3 = <u>0</u>	FACU species <u>0</u>	<u>0</u> x 4 = <u>0</u>	UPL species <u>70</u>	<u>70</u> x 5 = <u>350</u>	Column Totals:	<u>70</u> (A) <u>350</u> (B)	Prevalence Index = B/A =	<u>5.00</u>	Hydrophytic Vegetation Indicators:		<u> </u> 1 - Rapid Test for Hydrophytic Vegetation	<u> </u> 2 - Dominance Test is >50%	<u> </u> 3 - Prevalence Index is ≤ 3.0 ¹	<u> </u> 4 - Morphological Adaptations ¹ (Explain)	<u> </u> Problematic Hydrophytic Vegetation ¹ (Explain)	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.		Hydrophytic Vegetation Present?	Yes <u> </u> No <u>X</u>
Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																																							
1. <u>None Observed</u>																																																																																																																																																										
2. <u> </u>																																																																																																																																																										
3. <u> </u>																																																																																																																																																										
4. <u> </u>																																																																																																																																																										
0 = Total Cover																																																																																																																																																										
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																																							
1. <u>None Observed</u>																																																																																																																																																										
2. <u> </u>																																																																																																																																																										
3. <u> </u>																																																																																																																																																										
4. <u> </u>																																																																																																																																																										
5. <u> </u>																																																																																																																																																										
0 = Total Cover																																																																																																																																																										
Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																																							
1. <u>Nassella leucotricha</u>	5	No	UPL																																																																																																																																																							
2. <u>Opuntia engelmannii</u>	15	Yes	UPL																																																																																																																																																							
3. <u>Erodium cicutarium</u>	50	Yes	UPL																																																																																																																																																							
4. <u> </u>																																																																																																																																																										
5. <u> </u>																																																																																																																																																										
6. <u> </u>																																																																																																																																																										
7. <u> </u>																																																																																																																																																										
8. <u> </u>																																																																																																																																																										
9. <u> </u>																																																																																																																																																										
10. <u> </u>																																																																																																																																																										
70 = Total Cover																																																																																																																																																										
Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																																							
1. <u>None Observed</u>																																																																																																																																																										
2. <u> </u>																																																																																																																																																										
0 = Total Cover																																																																																																																																																										
Dominance Test worksheet:																																																																																																																																																										
Number of Dominant Species That Are OBL, FACW, or FAC:	<u>0</u> (A)																																																																																																																																																									
Total Number of Dominant Species Across All Strata:	<u>2</u> (B)																																																																																																																																																									
Percent of Dominant Species That Are OBL, FACW, or FAC:	<u>0</u> (A/B)																																																																																																																																																									
Prevalence Index Worksheet:																																																																																																																																																										
Total % Cover of:	Multiply by:																																																																																																																																																									
OBL species <u>0</u>	<u>0</u> x 1 = <u>0</u>																																																																																																																																																									
FACW species <u>0</u>	<u>0</u> x 2 = <u>0</u>																																																																																																																																																									
FAC species <u>0</u>	<u>0</u> x 3 = <u>0</u>																																																																																																																																																									
FACU species <u>0</u>	<u>0</u> x 4 = <u>0</u>																																																																																																																																																									
UPL species <u>70</u>	<u>70</u> x 5 = <u>350</u>																																																																																																																																																									
Column Totals:	<u>70</u> (A) <u>350</u> (B)																																																																																																																																																									
Prevalence Index = B/A =	<u>5.00</u>																																																																																																																																																									
Hydrophytic Vegetation Indicators:																																																																																																																																																										
<u> </u> 1 - Rapid Test for Hydrophytic Vegetation																																																																																																																																																										
<u> </u> 2 - Dominance Test is >50%																																																																																																																																																										
<u> </u> 3 - Prevalence Index is ≤ 3.0 ¹																																																																																																																																																										
<u> </u> 4 - Morphological Adaptations ¹ (Explain)																																																																																																																																																										
<u> </u> Problematic Hydrophytic Vegetation ¹ (Explain)																																																																																																																																																										
¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																																																																																																																																																										
Hydrophytic Vegetation Present?	Yes <u> </u> No <u>X</u>																																																																																																																																																									

Remarks:
 No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).

SOIL

Sampling Point: DPA-08-U

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	10YR 4/2	95	10YR 6/6	5			Clay loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soils Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	(LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input checked="" type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	<input type="checkbox"/> High Plains Depressions (F16)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	(MLRA 72 & 73 of LRR H)	

Restrictive Layer (if observed):	Hydric Soil Present?
Type: <u>Rock</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Depth (inches): <u>4+</u>	

Remarks:
A positive indication of hydric soil was observed.

HYDROLOGY

Wetland hydrology Indicators:	
<u>Primary Indicators (minimum of one is required; check all that apply)</u>	<u>Secondary Indicators (minimum of two required)</u>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input checked="" type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	(where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)
<input type="checkbox"/> Salt Crust (B11)	
<input type="checkbox"/> Aquatic Invertebrates (B13)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
(where not tilled)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	Wetland Hydrology Present?
Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>N/A</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>4</u>	
Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>4</u> (includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
A positive indication of wetland hydrology was observed (at least two secondary indicators).

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: May 5, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPB-01-U
 Investigator(s): Pam B. and N/A Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Rangeland Local relief (concave, convex, none): None Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.750029 Long: -97.853331 Datum: North American Datum 1983
 Soil Map Unit Name: Eckrant cobbly clay, 1 to 8 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of all three wetland criteria.	

VEGETATION - Use scientific names of plants.

<table style="width: 100%;"> <tr> <th style="text-align: left;">Tree Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Herb Stratum (Plot size: <u>5 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>Lindheimera texana</u></td><td style="text-align: center;">10</td><td style="text-align: center;">No</td><td style="text-align: center;">UPL</td></tr> <tr><td>2. <u>Diaperia verna</u></td><td style="text-align: center;">20</td><td style="text-align: center;">Yes</td><td style="text-align: center;">UPL</td></tr> <tr><td>3. <u>Ratibida columnifera</u></td><td style="text-align: center;">10</td><td style="text-align: center;">No</td><td style="text-align: center;">UPL</td></tr> <tr><td>4. <u>Glandularia bipinnatifida</u></td><td style="text-align: center;">10</td><td style="text-align: center;">No</td><td style="text-align: center;">UPL</td></tr> <tr><td>5. <u>Thelesperma filifolium</u></td><td style="text-align: center;">40</td><td style="text-align: center;">Yes</td><td style="text-align: center;">UPL</td></tr> <tr><td>6. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>7. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>8. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>9. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>10. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">90 = Total Cover</td><td></td><td></td></tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Woody Vine Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </table> <p>% Bare Ground in Herb Stratum <u>10</u></p>	Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				0 = Total Cover				Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				0 = Total Cover				Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Lindheimera texana</u>	10	No	UPL	2. <u>Diaperia verna</u>	20	Yes	UPL	3. <u>Ratibida columnifera</u>	10	No	UPL	4. <u>Glandularia bipinnatifida</u>	10	No	UPL	5. <u>Thelesperma filifolium</u>	40	Yes	UPL	6. <u> </u>				7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>				90 = Total Cover				Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				0 = Total Cover				Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B) Prevalence Index Worksheet: <table style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: center;">Multiply by:</th> </tr> <tr><td>OBL species</td><td style="text-align: center;">N/A x 1 = N/A</td></tr> <tr><td>FACW species</td><td style="text-align: center;">N/A x 2 = N/A</td></tr> <tr><td>FAC species</td><td style="text-align: center;">N/A x 3 = N/A</td></tr> <tr><td>FACU species</td><td style="text-align: center;">N/A x 4 = N/A</td></tr> <tr><td>UPL species</td><td style="text-align: center;">N/A x 5 = N/A</td></tr> <tr><td>Column Totals:</td><td style="text-align: center;">N/A (A) N/A (B)</td></tr> <tr><td colspan="2">Prevalence Index = B/A = <u>N/A</u></td></tr> </table> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	Total % Cover of:	Multiply by:	OBL species	N/A x 1 = N/A	FACW species	N/A x 2 = N/A	FAC species	N/A x 3 = N/A	FACU species	N/A x 4 = N/A	UPL species	N/A x 5 = N/A	Column Totals:	N/A (A) N/A (B)	Prevalence Index = B/A = <u>N/A</u>	
Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>None Observed</u>																																																																																																																																					
2. <u> </u>																																																																																																																																					
3. <u> </u>																																																																																																																																					
4. <u> </u>																																																																																																																																					
0 = Total Cover																																																																																																																																					
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>None Observed</u>																																																																																																																																					
2. <u> </u>																																																																																																																																					
3. <u> </u>																																																																																																																																					
4. <u> </u>																																																																																																																																					
5. <u> </u>																																																																																																																																					
0 = Total Cover																																																																																																																																					
Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>Lindheimera texana</u>	10	No	UPL																																																																																																																																		
2. <u>Diaperia verna</u>	20	Yes	UPL																																																																																																																																		
3. <u>Ratibida columnifera</u>	10	No	UPL																																																																																																																																		
4. <u>Glandularia bipinnatifida</u>	10	No	UPL																																																																																																																																		
5. <u>Thelesperma filifolium</u>	40	Yes	UPL																																																																																																																																		
6. <u> </u>																																																																																																																																					
7. <u> </u>																																																																																																																																					
8. <u> </u>																																																																																																																																					
9. <u> </u>																																																																																																																																					
10. <u> </u>																																																																																																																																					
90 = Total Cover																																																																																																																																					
Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>None Observed</u>																																																																																																																																					
2. <u> </u>																																																																																																																																					
0 = Total Cover																																																																																																																																					
Total % Cover of:	Multiply by:																																																																																																																																				
OBL species	N/A x 1 = N/A																																																																																																																																				
FACW species	N/A x 2 = N/A																																																																																																																																				
FAC species	N/A x 3 = N/A																																																																																																																																				
FACU species	N/A x 4 = N/A																																																																																																																																				
UPL species	N/A x 5 = N/A																																																																																																																																				
Column Totals:	N/A (A) N/A (B)																																																																																																																																				
Prevalence Index = B/A = <u>N/A</u>																																																																																																																																					
Remarks: No positive indication of hydrophytic vegetation was observed (≥50% of dominant species indexed as FACU or drier).																																																																																																																																					

SOIL

Sampling Point: DPB-01-U

[illegible]

HYDROLOGY

Wetland Hydrology Indicators:			
<div> <div>Primary Indicators (minimum of one is required; check all that apply)</div> <div> <div> <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> Salt Crust (B11) </div> <div> <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Aquatic Invertebrates (B13) </div> <div> <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) </div> <div> <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Dry-Season Water Table (C2) </div> <div> <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) </div> <div> <input type="checkbox"/> Drift Deposits (B3) <div>(where not tilled)</div> </div> <div> <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Presence of Reduced Iron (C4) </div> <div> <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Thin Muck Surface (C7) </div> <div> <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Other (Explain in Remarks) </div> <div> <input type="checkbox"/> Water-Stained Leaves (B9) </div> </div> <div> <div>Secondary Indicators (minimum of two required)</div> <div> <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) </div> <div> <div>(where tilled)</div> <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> FAC-Neutral Test (D5) <input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F) </div> </div> </div>			
Field Observations: Surface Water Present? Yes _____ No <u> X </u> Depth (inches): <u> N/A </u> Water Table Present? Yes _____ No <u> X </u> Depth (inches): <u> >8 </u> Saturation Present? Yes _____ No <u> X </u> Depth (inches): <u> >8 </u> (includes capillary fringe)		Wetland Hydrology Present? Yes _____ No <u> X </u>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks: No positive indication of wetland hydrology was observed.			

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: May 5, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPB-02-PFO
 Investigator(s): Pam B. and N/A Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Rangeland Local relief (concave, convex, none): Concave Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.741261 Long: -97.850026 Datum: North American Datum 1983
 Soil Map Unit Name: Fairlie clay, 1 to 2 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes No X (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
Remarks: This point was determined to be within a wetland due to the presence of all 3 wetland criteria. The survey area was determined to be drier than normal at the time of survey.	

VEGETATION - Use scientific names of plants.

<div style="margin-bottom: 10px;"> <u>Tree Stratum</u> (Plot size: <u>30 ft.</u>) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 15%;">Absolute % cover</th> <th style="width: 15%;">Dominant Species?</th> <th style="width: 10%;">Indicator Status</th> </tr> </thead> <tbody> <tr><td>1. <u>Fraxinus pennsylvanica</u></td><td style="text-align: center;">40</td><td style="text-align: center;">Yes</td><td style="text-align: center;">FAC</td></tr> <tr><td>2. <u>Ulmus crassifolia</u></td><td style="text-align: center;">20</td><td style="text-align: center;">Yes</td><td style="text-align: center;">FAC</td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">60 = Total Cover</td><td></td><td></td></tr> </tbody> </table> </div> <div style="margin-bottom: 10px;"> <u>Sapling/Shrub Stratum</u> (Plot size: <u>15 ft.</u>) <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>3. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>4. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>5. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </tbody> </table> </div> <div style="margin-bottom: 10px;"> <u>Herb Stratum</u> (Plot size: <u>5 ft.</u>) <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>1. <u>Allium drummondii</u></td><td style="text-align: center;">10</td><td style="text-align: center;">No</td><td style="text-align: center;">UPL</td></tr> <tr><td>2. <u>Torilis arvensis</u></td><td style="text-align: center;">5</td><td style="text-align: center;">No</td><td style="text-align: center;">UPL</td></tr> <tr><td>3. <u>Eleocharis palustris</u></td><td style="text-align: center;">50</td><td style="text-align: center;">Yes</td><td style="text-align: center;">OBL</td></tr> <tr><td>4. <u>Ambrosia artemisiifolia</u></td><td style="text-align: center;">10</td><td style="text-align: center;">No</td><td style="text-align: center;">FACU</td></tr> <tr><td>5. <u>Xanthium strumarium</u></td><td style="text-align: center;">5</td><td style="text-align: center;">No</td><td style="text-align: center;">FAC</td></tr> <tr><td>6. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>7. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>8. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>9. <u> </u></td><td></td><td></td><td></td></tr> <tr><td>10. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">80 = Total Cover</td><td></td><td></td></tr> </tbody> </table> </div> <div> <u>Woody Vine Stratum</u> (Plot size: <u>30 ft.</u>) <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>1. <u>None Observed</u></td><td></td><td></td><td></td></tr> <tr><td>2. <u> </u></td><td></td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">0 = Total Cover</td><td></td><td></td></tr> </tbody> </table> </div> <div style="margin-top: 10px;"> % Bare Ground in Herb Stratum <u>20</u> </div>		Absolute % cover	Dominant Species?	Indicator Status	1. <u>Fraxinus pennsylvanica</u>	40	Yes	FAC	2. <u>Ulmus crassifolia</u>	20	Yes	FAC	3. <u> </u>				4. <u> </u>				60 = Total Cover				1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				0 = Total Cover				1. <u>Allium drummondii</u>	10	No	UPL	2. <u>Torilis arvensis</u>	5	No	UPL	3. <u>Eleocharis palustris</u>	50	Yes	OBL	4. <u>Ambrosia artemisiifolia</u>	10	No	FACU	5. <u>Xanthium strumarium</u>	5	No	FAC	6. <u> </u>				7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>				80 = Total Cover				1. <u>None Observed</u>				2. <u> </u>				0 = Total Cover				<div style="margin-bottom: 10px;"> Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B) </div> <div style="margin-bottom: 10px;"> Prevalence Index Worksheet: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Total % Cover of:</th> <th style="width: 10%;">Multiply by:</th> <th style="width: 30%;"></th> </tr> </thead> <tbody> <tr><td>OBL species</td><td style="text-align: center;">N/A</td><td>x 1 = <u>N/A</u></td></tr> <tr><td>FACW species</td><td style="text-align: center;">N/A</td><td>x 2 = <u>N/A</u></td></tr> <tr><td>FAC species</td><td style="text-align: center;">N/A</td><td>x 3 = <u>N/A</u></td></tr> <tr><td>FACU species</td><td style="text-align: center;">N/A</td><td>x 4 = <u>N/A</u></td></tr> <tr><td>UPL species</td><td style="text-align: center;">N/A</td><td>x 5 = <u>N/A</u></td></tr> <tr><td>Column Totals:</td><td style="text-align: center;">N/A</td><td>(A) <u>N/A</u> (B)</td></tr> <tr><td colspan="2">Prevalence Index = B/A =</td><td style="text-align: center;"><u>N/A</u></td></tr> </tbody> </table> </div> <div> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0¹ <u> </u> 4 - Morphological Adaptations¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation¹ (Explain) ¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. </div> <div style="margin-top: 10px;"> Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> </div>	Total % Cover of:	Multiply by:		OBL species	N/A	x 1 = <u>N/A</u>	FACW species	N/A	x 2 = <u>N/A</u>	FAC species	N/A	x 3 = <u>N/A</u>	FACU species	N/A	x 4 = <u>N/A</u>	UPL species	N/A	x 5 = <u>N/A</u>	Column Totals:	N/A	(A) <u>N/A</u> (B)	Prevalence Index = B/A =		<u>N/A</u>
	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																														
1. <u>Fraxinus pennsylvanica</u>	40	Yes	FAC																																																																																																																														
2. <u>Ulmus crassifolia</u>	20	Yes	FAC																																																																																																																														
3. <u> </u>																																																																																																																																	
4. <u> </u>																																																																																																																																	
60 = Total Cover																																																																																																																																	
1. <u>None Observed</u>																																																																																																																																	
2. <u> </u>																																																																																																																																	
3. <u> </u>																																																																																																																																	
4. <u> </u>																																																																																																																																	
5. <u> </u>																																																																																																																																	
0 = Total Cover																																																																																																																																	
1. <u>Allium drummondii</u>	10	No	UPL																																																																																																																														
2. <u>Torilis arvensis</u>	5	No	UPL																																																																																																																														
3. <u>Eleocharis palustris</u>	50	Yes	OBL																																																																																																																														
4. <u>Ambrosia artemisiifolia</u>	10	No	FACU																																																																																																																														
5. <u>Xanthium strumarium</u>	5	No	FAC																																																																																																																														
6. <u> </u>																																																																																																																																	
7. <u> </u>																																																																																																																																	
8. <u> </u>																																																																																																																																	
9. <u> </u>																																																																																																																																	
10. <u> </u>																																																																																																																																	
80 = Total Cover																																																																																																																																	
1. <u>None Observed</u>																																																																																																																																	
2. <u> </u>																																																																																																																																	
0 = Total Cover																																																																																																																																	
Total % Cover of:	Multiply by:																																																																																																																																
OBL species	N/A	x 1 = <u>N/A</u>																																																																																																																															
FACW species	N/A	x 2 = <u>N/A</u>																																																																																																																															
FAC species	N/A	x 3 = <u>N/A</u>																																																																																																																															
FACU species	N/A	x 4 = <u>N/A</u>																																																																																																																															
UPL species	N/A	x 5 = <u>N/A</u>																																																																																																																															
Column Totals:	N/A	(A) <u>N/A</u> (B)																																																																																																																															
Prevalence Index = B/A =		<u>N/A</u>																																																																																																																															
Remarks: A positive indication of hydrophytic vegetation was observed (>50% of dominant species indexed as OBL, FACW, or FAC).																																																																																																																																	

SOIL

Sampling Point: **DPB-02-PFO**

[illegible]

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input checked="" type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	(where tilled)	
<input type="checkbox"/> Drift Deposits (B3)	(where not tilled)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Water-Stained Leaves (B9)		<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)	
Field Observations:			
Surface Water Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Depth (inches):	<input type="text" value="3"/>
Water Table Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	<input type="text" value="16"/>
Saturation Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches):	<input type="text" value="16"/>
(includes capillary fringe)			
		Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			
A positive indication of wetland hydrology was observed (at least one primary indicator).			

WETLAND DETERMINATION DATA FORM - Great Plains Region

Project/Site: CR 255 County: Williamson Sampling Date: May 5, 2023
 Applicant/Owner: Williamson County State: Texas Sampling Point: DPB-03-U
 Investigator(s): Pam B. and N/A Section, Township, Range: N/A
 Landform (hillslope, terrace, etc.): Rangeland Local relief (concave, convex, none): Concave Slope (%): 0-5%
 Subregion (LRR): Southwest Plateaus and Plains Range and Cotton Region Lat: 30.741261 Long: -97.849989 Datum: North American Datum 1983
 Soil Map Unit Name: Fairlie clay, 1 to 2 percent slopes NWI Classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes No X (if no, explain in Remarks.)
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: This point was determined not to be within a wetland due to the lack of hydric soils and wetland hydrology. The survey area was determined to be drier than normal at the time of survey.	

VEGETATION - Use scientific names of plants.

<table style="width: 100%;"> <tr> <th style="text-align: left;">Tree Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>Fraxinus pennsylvanica</u></td> <td style="text-align: center;">20</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">FAC</td> </tr> <tr> <td>2. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>3. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>4. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td colspan="2" style="text-align: right;">20 = Total Cover</td> <td colspan="2"></td> </tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>None Observed</u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>2. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>3. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>4. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>5. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td colspan="2" style="text-align: right;">0 = Total Cover</td> <td colspan="2"></td> </tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Herb Stratum (Plot size: <u>5 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>Ranunculus abortivus</u></td> <td style="text-align: center;">20</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">FAC</td> </tr> <tr> <td>2. <u>Torilis arvensis</u></td> <td style="text-align: center;">10</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">UPL</td> </tr> <tr> <td>3. <u>Xanthium strumarium</u></td> <td style="text-align: center;">10</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">FAC</td> </tr> <tr> <td>4. <u>Monarda citriodora</u></td> <td style="text-align: center;">5</td> <td style="text-align: center;">No</td> <td style="text-align: center;">UPL</td> </tr> <tr> <td>5. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>6. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>7. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>8. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>9. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>10. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td colspan="2" style="text-align: right;">45 = Total Cover</td> <td colspan="2"></td> </tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: left;">Woody Vine Stratum (Plot size: <u>30 ft.</u>)</th> <th style="text-align: center;">Absolute % cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr> <td>1. <u>None Observed</u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td>2. <u> </u></td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td colspan="2" style="text-align: right;">0 = Total Cover</td> <td colspan="2"></td> </tr> </table> <p>% Bare Ground in Herb Stratum <u>55</u></p>	Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Fraxinus pennsylvanica</u>	20	Yes	FAC	2. <u> </u>				3. <u> </u>				4. <u> </u>				20 = Total Cover				Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				3. <u> </u>				4. <u> </u>				5. <u> </u>				0 = Total Cover				Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>Ranunculus abortivus</u>	20	Yes	FAC	2. <u>Torilis arvensis</u>	10	Yes	UPL	3. <u>Xanthium strumarium</u>	10	Yes	FAC	4. <u>Monarda citriodora</u>	5	No	UPL	5. <u> </u>				6. <u> </u>				7. <u> </u>				8. <u> </u>				9. <u> </u>				10. <u> </u>				45 = Total Cover				Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status	1. <u>None Observed</u>				2. <u> </u>				0 = Total Cover				Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>4</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>75%</u> (A/B) Prevalence Index Worksheet: <table style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>N/A</u></td> <td>x 1 = <u>N/A</u></td> </tr> <tr> <td>FACW species <u>N/A</u></td> <td>x 2 = <u>N/A</u></td> </tr> <tr> <td>FAC species <u>N/A</u></td> <td>x 3 = <u>N/A</u></td> </tr> <tr> <td>FACU species <u>N/A</u></td> <td>x 4 = <u>N/A</u></td> </tr> <tr> <td>UPL species <u>N/A</u></td> <td>x 5 = <u>N/A</u></td> </tr> <tr> <td>Column Totals: <u>N/A</u> (A)</td> <td><u>N/A</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>N/A</u></td> </tr> </table> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤ 3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Explain) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	Total % Cover of:	Multiply by:	OBL species <u>N/A</u>	x 1 = <u>N/A</u>	FACW species <u>N/A</u>	x 2 = <u>N/A</u>	FAC species <u>N/A</u>	x 3 = <u>N/A</u>	FACU species <u>N/A</u>	x 4 = <u>N/A</u>	UPL species <u>N/A</u>	x 5 = <u>N/A</u>	Column Totals: <u>N/A</u> (A)	<u>N/A</u> (B)	Prevalence Index = B/A = <u>N/A</u>	
Tree Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>Fraxinus pennsylvanica</u>	20	Yes	FAC																																																																																																																																		
2. <u> </u>																																																																																																																																					
3. <u> </u>																																																																																																																																					
4. <u> </u>																																																																																																																																					
20 = Total Cover																																																																																																																																					
Sapling/Shrub Stratum (Plot size: <u>15 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>None Observed</u>																																																																																																																																					
2. <u> </u>																																																																																																																																					
3. <u> </u>																																																																																																																																					
4. <u> </u>																																																																																																																																					
5. <u> </u>																																																																																																																																					
0 = Total Cover																																																																																																																																					
Herb Stratum (Plot size: <u>5 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>Ranunculus abortivus</u>	20	Yes	FAC																																																																																																																																		
2. <u>Torilis arvensis</u>	10	Yes	UPL																																																																																																																																		
3. <u>Xanthium strumarium</u>	10	Yes	FAC																																																																																																																																		
4. <u>Monarda citriodora</u>	5	No	UPL																																																																																																																																		
5. <u> </u>																																																																																																																																					
6. <u> </u>																																																																																																																																					
7. <u> </u>																																																																																																																																					
8. <u> </u>																																																																																																																																					
9. <u> </u>																																																																																																																																					
10. <u> </u>																																																																																																																																					
45 = Total Cover																																																																																																																																					
Woody Vine Stratum (Plot size: <u>30 ft.</u>)	Absolute % cover	Dominant Species?	Indicator Status																																																																																																																																		
1. <u>None Observed</u>																																																																																																																																					
2. <u> </u>																																																																																																																																					
0 = Total Cover																																																																																																																																					
Total % Cover of:	Multiply by:																																																																																																																																				
OBL species <u>N/A</u>	x 1 = <u>N/A</u>																																																																																																																																				
FACW species <u>N/A</u>	x 2 = <u>N/A</u>																																																																																																																																				
FAC species <u>N/A</u>	x 3 = <u>N/A</u>																																																																																																																																				
FACU species <u>N/A</u>	x 4 = <u>N/A</u>																																																																																																																																				
UPL species <u>N/A</u>	x 5 = <u>N/A</u>																																																																																																																																				
Column Totals: <u>N/A</u> (A)	<u>N/A</u> (B)																																																																																																																																				
Prevalence Index = B/A = <u>N/A</u>																																																																																																																																					
Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																																																																																																																																					

Remarks:
 A positive indication of hydrophytic vegetation was observed (>50% of dominant species indexed as OBL, FACW, or FAC).

SOIL

Sampling Point: DPB-03-U

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	10YR 3/1	80	10YR 6/6	20	C	M	Clay loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soils Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> (LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	<input type="checkbox"/> High Plains Depressions (F16)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	<input type="checkbox"/> (MLRA 72 & 73 of LRR H)	

Restrictive Layer (if observed):	Hydric Soil Present?
Type: <u>4+</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Depth (inches): <u>Rock layer</u>	

Remarks:
No positive indication of hydric soils was observed.

HYDROLOGY

Wetland hydrology Indicators:	
<u>Primary Indicators (minimum of one is required; check all that apply)</u>	<u>Secondary Indicators (minimum of two required)</u>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> (where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)
<input type="checkbox"/> Salt Crust (B11)	
<input type="checkbox"/> Aquatic Invertebrates (B13)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> (where not tilled)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	Wetland Hydrology Present?
Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>N/A</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>4</u>	
Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u>>4</u> (includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

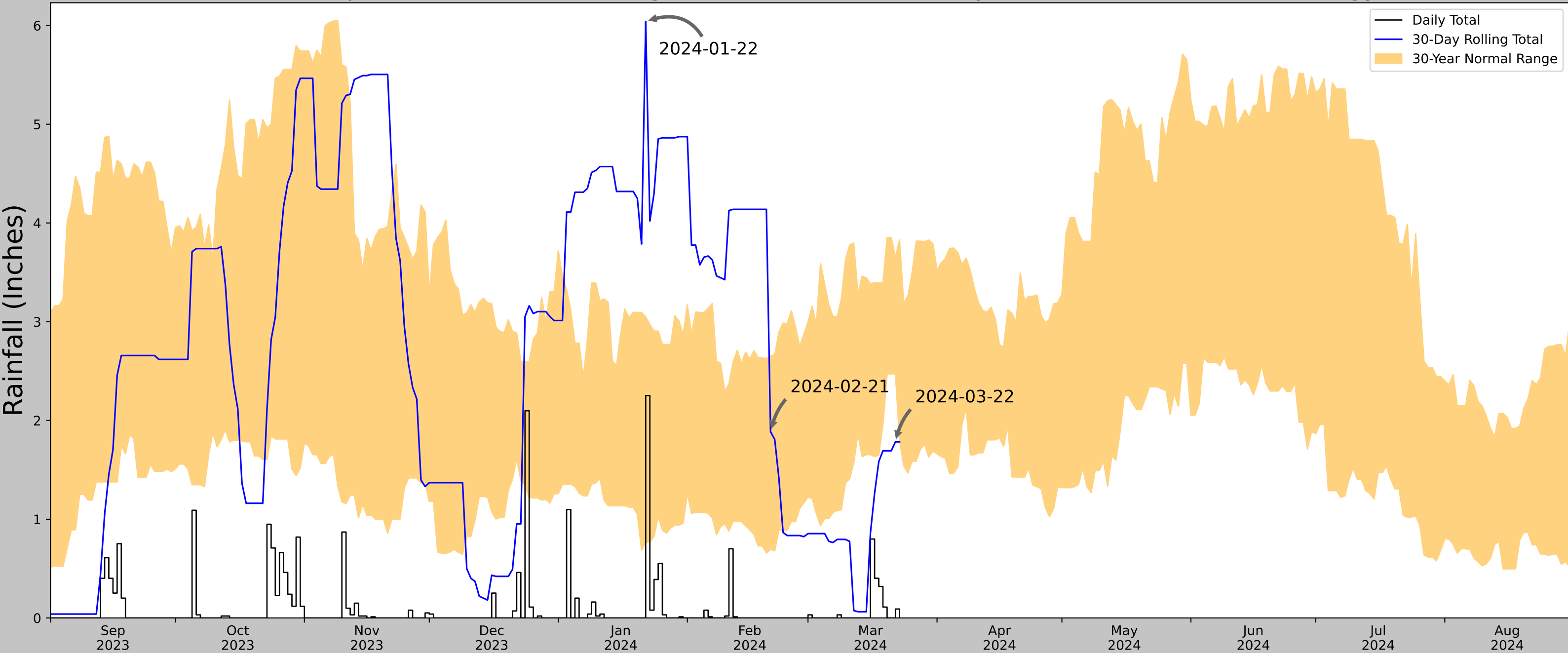
Remarks:
No positive indication of wetland hydrology was observed.

Appendix C

Antecedent Precipitation Tool

This page intentionally left blank.

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	30.732385, -97.846612
Observation Date	2024-03-22
Elevation (ft)	939.6
Drought Index (PDSI)	Mild drought (2024-02)
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-03-22	2.47126	3.655512	1.783465	Dry	1	3	3
2024-02-21	0.695669	2.653937	1.885827	Normal	2	2	4
2024-01-22	0.766535	3.048819	6.03937	Wet	3	1	3
Result							Normal Conditions - 10

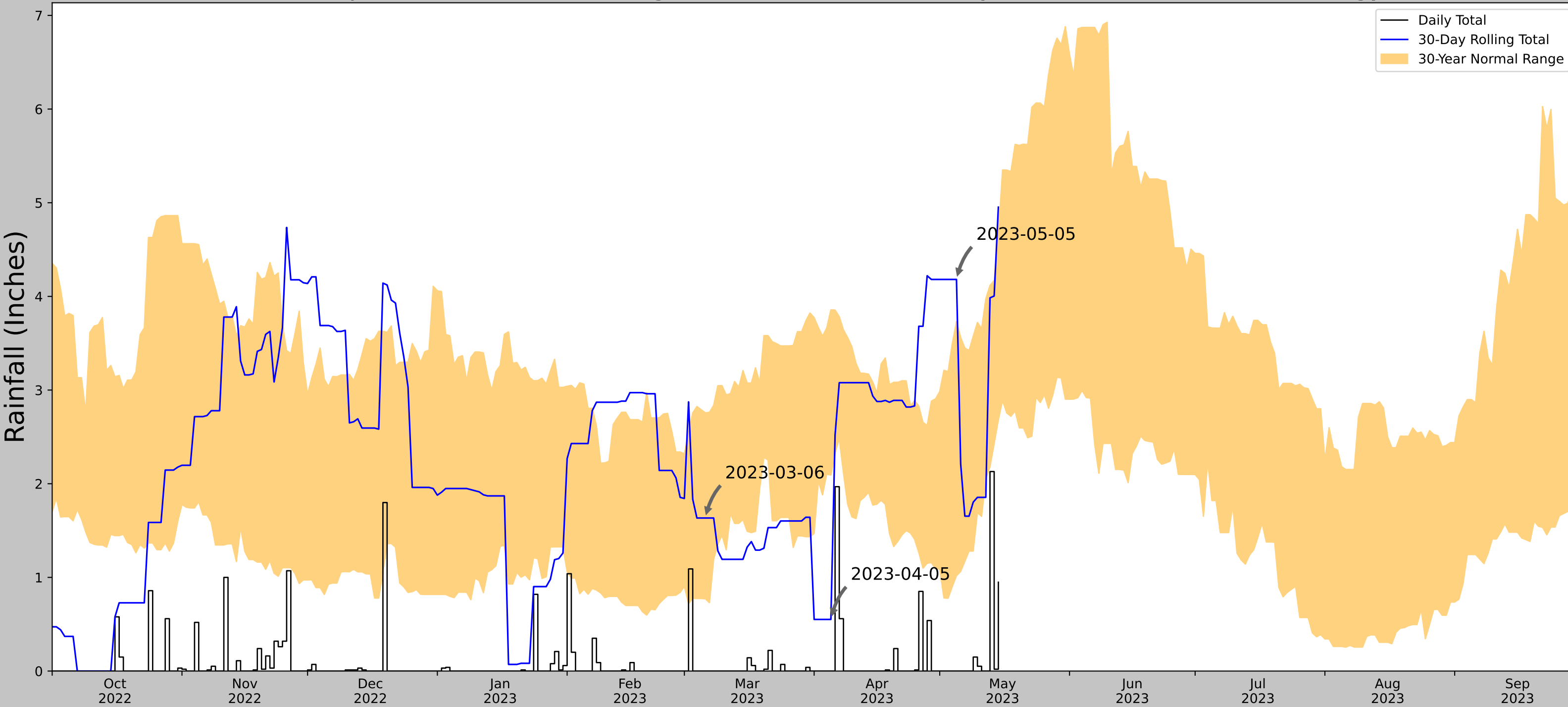


Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
GEORGETOWN LAKE	30.6764, -97.7208	874.016	8.416	65.584	4.339	10779	76
GEORGETOWN 3.0 NW	30.6801, -97.7198	881.89	0.262	7.874	0.12	4	0
GEORGETOWN 2.8 NNW	30.6813, -97.7117	854.003	0.638	20.013	0.3	309	0
GEORGETOWN 2.2 NW	30.6692, -97.714	820.866	0.641	53.15	0.323	104	1
GEORGETOWN 3.9 NW	30.6898, -97.7311	882.874	1.11	8.858	0.509	7	0
GEORGETOWN 1.5 WNW	30.6575, -97.7093	799.869	1.474	74.147	0.773	11	1
GEORGETOWN 2.0 N	30.6763, -97.6926	783.137	1.676	90.879	0.907	13	0
GEORGETOWN 1.1 WNW	30.6559, -97.7021	756.89	1.8	117.126	1.021	29	12
GEORGETOWN 1.2 W	30.6504, -97.7069	799.869	1.977	74.147	1.036	35	0
GEORGETOWN 4.9 NW	30.7061, -97.7339	845.144	2.195	28.872	1.051	15	0
JARRELL	30.8294, -97.6011	875.984	12.738	1.968	5.757	46	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	30.741103, -97.849977
Observation Date	2023-05-05
Elevation (ft)	967.874
Drought Index (PDSI)	Moderate drought (2023-04)
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2023-05-05	1.017717	3.73189	4.181102	Wet	3	3	9
2023-04-05	2.093307	3.856693	0.551181	Dry	1	2	2
2023-03-06	0.77126	2.757087	1.633858	Normal	2	1	2
Result							Normal Conditions - 13


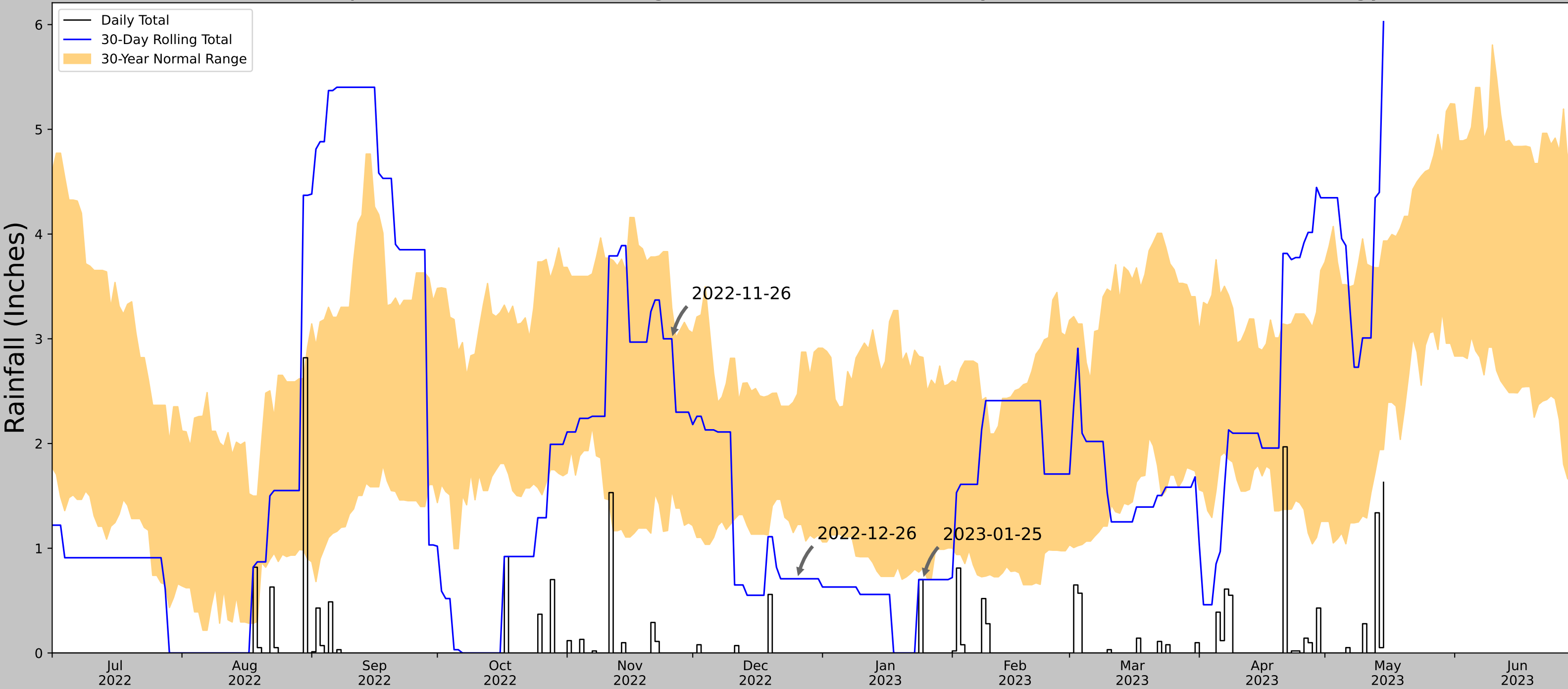


Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
AUSTIN-CAMP MABRY	30.3208, -97.7603	669.948	29.527	297.926	22.084	11353	90

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	30.741103, -97.849977
Observation Date	2023-01-25
Elevation (ft)	967.874
Drought Index (PDSI)	Severe drought
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2023-01-25	0.81063	2.822047	0.700787	Dry	1	3	3
2022-12-26	1.226772	2.472441	0.708661	Dry	1	2	2
2022-11-26	1.556693	3.294882	3.0	Normal	2	1	2
Result							Drier than Normal - 7



Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
ANDICE 2 SW	30.7578, -97.8614	1071.85	1.338	103.976	0.741	10348	88
ANDICE 1.6 SW	30.7603, -97.857	1055.118	0.313	16.732	0.146	637	2
LIBERTY HILL 4.2 NE	30.7056, -97.8698	898.95	3.641	172.9	2.268	1	0
FLORENCE 5.9 W	30.8242, -97.8902	1119.095	4.896	47.245	2.435	9	0
FLORENCE	30.8394, -97.7928	985.892	6.954	85.958	3.727	328	0
BRIGGS	30.8833, -97.9333	1089.895	9.664	18.045	4.523	30	0



1. View of stream WWA-01 facing upstream.



2. View of stream WWA-02 facing Downstream.



3. View of stream WWB-01 facing upstream.



4. View of stream WWB-02 facing upstream.



5. View of wetland WETB-01 facing southwest.



6. View of pond WBB-01 facing east.

Attachment D: Summary Table of Single and Complete Crossings

Waterbody ID ¹	Latitude and Longitude (Decimal Degrees)	Resource Type ²	Acres in Project Area	Impact Type ³	Average Length of Impact (Feet)	Average Width of Impact (Feet)	Acres of Impact	Cubic Yards of Material to be Discharged	PCN Required	Reason ⁴
WWA-01	30.739387, -97.849445	ES	0.03	D/P	340.7	3.4	0.03	-	Yes	C
WWA-02	30.740849, -97.850039	ES	>0.01	D/P	118.1	2.4	>0.01	-	Yes	C
WWB-01	30.741724, -97.850249	ES	0.01	D/P	178.7	3	0.01	-	Yes	C
WWB-02	30.732778, -97.847300	IS	0.03	D/P	415.0	4	0.03	-	Yes	C
WETB-01	30.741359, -97.850105	FW	0.10	D/P	-	-	0.10	-	Yes	C
WBB-01	30.741382, -97.850114	UCP	0.33	D/P	-	-	0.33	-	Yes	A,C

¹ Waterbody ID may be the name of a feature or an assigned label such as “W-1” for a wetland.

² Resource Types: EW – Emergent Wetland, SW – Scrub/Shrub Wetland, FW – Forested Wetland
PS – Perennial Stream, IS – Intermittent Stream, ES – Ephemeral Stream, I – Impoundment, UCP – Upland Constructed Pond

³ Impact Types: D/P – Direct* and Permanent, D/T – Direct and Temporary, I/P – Indirect** and Permanent, I/T – Indirect and Temporary

* Direct impacts are here defined as those adverse effects caused by the proposed activity, such as discharge or excavation.

** Indirect impacts are here defined as those adverse effects caused subsequent to the proposed activity, such as flooding or effects of drainage on adjacent waters of the U.S.

⁴ Reasons for PCN requirement:

A – The loss of waters of the U.S. exceeds 1/10 acre

B – There is a discharge in a special aquatic site (e.g., wetlands)

C – Potential endangered species

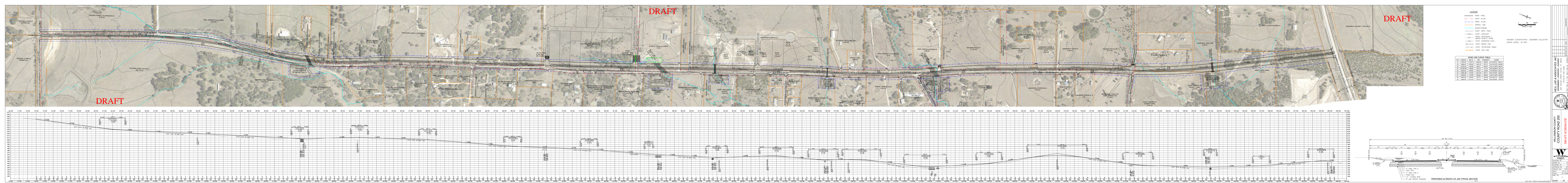
D – Potential historic properties

E – Discharge into pitcher plant bog or bald cypress-tupelo swamp

F – **Discharge into the area of Caddo Lake within Texas that is designated as a “Wetland of International Importance” under the Ramsar Convention**

G – Required by Louisiana Regional Conditions

H – Other



WILLIAMSON COUNTY

CR 255
PRECINCT NUMBER 3

NET LENGTH OF ROADWAY = 19,113 FT (3.62 MILES)
NET LENGTH OF BRIDGES = 0.00 FT (0.000 MILES)
NET LENGTH OF PROJECT = 19,113 FT (3.62 MILES)

LIMITS: FROM CR 254 TO RONALD REAGAN BOULEVARD
IN WILLIAMSON COUNTY.

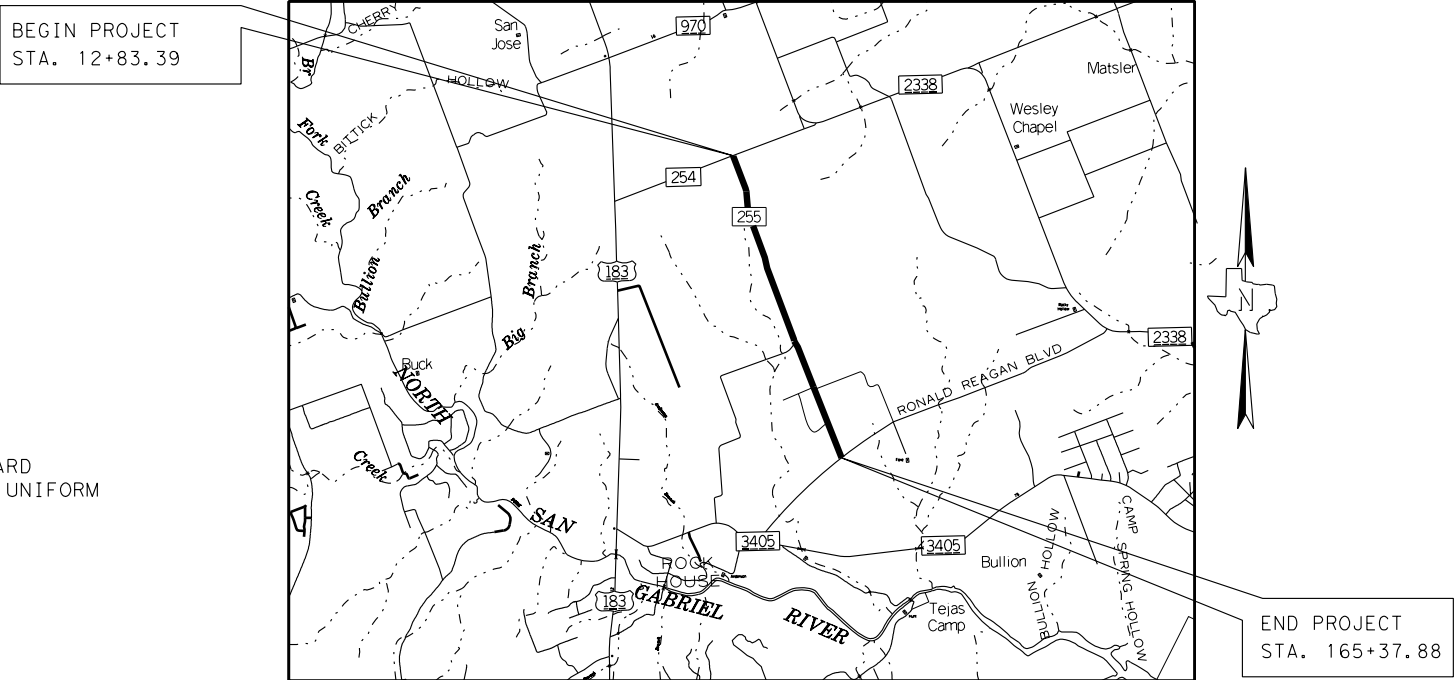
FOR THE CONSTRUCTION OF THE EARTHWORK,
GRADING, DRAINAGE & STRUCTURES, BASE COURSE,
ASPHALTIC CONCRETE PAVEMENT AND PAVEMENT MARKINGS.

FUNCTIONAL CLASSIFICATION = MINOR COLLECTOR
DESIGN SPEED = 45 MPH
ADT (2015) = 1800
DHV (2015) = 180
ADT (2035) = 3600
DHV (2035) = 360
255

DESIGN SPEED = 30 MPH
CR 289 & BIG VALLEY SPUR
DESIGN SPEED = 30 MPH
RONALD REAGAN BLVD
DESIGN SPEED = 60 MPH

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS



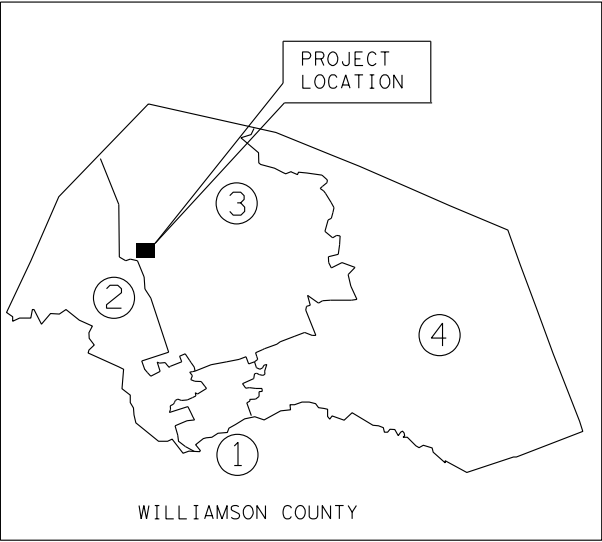
BEGIN PROJECT
STA. 12+83.39

END PROJECT
STA. 165+37.88

PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR
PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the
Direct Supervision of
GERALD A. LANKES, P.E. 107484
1/24/2024

WILCO TEXAS
WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
© 2023 Williamson County, Texas
All rights reserved.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD
SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES.:



VICINITY MAP
N. T. S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: NORTH FORK OF SAN GABRIEL RIVER
AREA OF DISTURBANCE: 57.1 ACRES

PREPARED BY:
SEILER LANKES GROUP (DESIGN CONSULTANT)

GERALD LANKES, PE
PROJECT MANAGER

DATE

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EUGRTSON, P.E. DATE
DIRECTOR OF ROAD AND BRIDGE DIVISION
WILLIAMSON COUNTY

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE DATE
ROAD BOND MANAGEMENT TEAM

Seiler Lankes Group
TBPE License No. 12670
PLANNING • ENGINEERING • CONSTRUCTION

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.

SHEET NUMBER	DESCRIPTION
GENERAL	
1	TITLE SHEET
2	INDEX OF SHEETS
3 - 6	PROJECT LAYOUT SHEETS
7	EXISTING TYPICAL SECTIONS
8 - 9	PROPOSED TYPICAL SECTIONS
10 - 10K	GENERAL NOTES
11 - 14	SURVEY DATA
15 - 21	QUANTITY SUMMARIES
22	ESTIMATE AND QUANTITIES
TRAFFIC CONTROL PLAN	
23 - 24	TRAFFIC CONTROL PLAN SEQUENCE OF CONSTRUCTION
25 - 27	TCP HORIZONTAL ALIGNMENT DATA
28 - 32	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
33 - 40	TRAFFIC CONTROL PLAN PHASE 1
41	RONALD REAGAN TRAFFIC CONTROL PLAN PHASE 1
42	TRAFFIC CONTROL PLAN AND PROFILE
43	TRAFFIC CONTROL PLAN PHASE 1 CULV 4 DETAILS
44 - 50	TRAFFIC CONTROL PLAN PHASE 1A
51	TRAFFIC CONTROL PLAN PHASE 1A CULV 2A DETAILS
52 - 54	TRAFFIC CONTROL PLAN AND PROFILE DETAIL A
55 - 61	TRAFFIC CONTROL PLAN PHASE 1B
62	RONALD REAGAN TRAFFIC CONTROL PLAN PHASE 1B
63	CR 255 /CR 289 INTERSECTION TRAFFIC CONTROL PLAN PHASE 1C
64 - 71	TRAFFIC CONTROL PLAN PHASE 2
72	CR 255 /CR 289 INTERSECTION TRAFFIC CONTROL PLAN PHASE 3
73	TRAFFIC CONTROL PLAN PHASE 3 DETOUR PLAN
TRAFFIC CONTROL PLAN STANDARDS *	
74 - 85	BC(1)-21 THRU BC(12)-21
86	WZ(RCD)-13
87	WZ(STPM)-23
88	TCP(1-2)-18
89	TCP(2-1)-18
90	TCP(2-2)-18
91	TCP(2-8)-18
92	TCP(3-1)-13
93 - 94	LPCB-13
ROADWAY	
95 - 98	HORIZONTAL ALIGNMENT DATA
99 - 117	PLAN AND PROFILE
118	INTERSECTION DETAIL CR 255 AT CR 254
119	INTERSECTION DETAIL CR 255 AT BON WINDE
120	INTERSECTION DETAIL CR 255 AT HILL TOP SPRINGS
121	INTERSECTION DETAIL CR 255 AT DANIEL MOUNTAIN RD
122	INTERSECTION DETAIL CR 255 AT LOST SPRING LAKE RD
123	INTERSECTION DETAIL CR 255 AT POWDER HORN
124	INTERSECTION DETAIL CR 255 AT CR 289
125	INTERSECTION DETAIL CR 255 AT RONALD REAGAN
126	DRIVEWAY DETAILS
127	RONALD REAGAN ROADWAY DETAILS
128 - 130	CR 255 REMOVAL PLAN
ROADWAY STANDARDS *	
131	GF (31)-19
132	GF (31)-MS-19
133	SGT (10S) 31-16
134	SGT (11S) 31-18
135	SGT (12S) 31-18
136	SGT (15) 31-20
137 - 140	MB-21 (1)-(4)
141	CCCG-21

SHEET NUMBER	DESCRIPTION
DRAINAGE	
142 - 143	OFFSITE DRAINAGE AREA MAP
144 - 159	CR 255 DRAINAGE AREA MAP
160 - 161	RONALD REAGAN BLVD DRAINAGE AREA MAP
162 - 163	HYDRAULIC DATA SHEET - BRIDGE-CLASS CULVERT 1
164 - 166	HYDRAULIC DATA SHEET - BRIDGE-CLASS CULVERTS 2 & 2B
167 - 168	HYDRAULIC DATA SHEET - BRIDGE-CLASS CULVERT 5
169	DRAINAGE COMPUTATIONS - CULVERTS 3 & 4
170	DRAINAGE COMPUTATIONS - CULVERTS 6A & 6B
171	DRAINAGE COMPUTATIONS - CULVERTS 7 & 8
172	DRAINAGE COMPUTATIONS - RUNOFF SUMMARY - 5 YEAR
173	DRAINAGE COMPUTATIONS - INLETS & LINKS - 5 YEAR
174	DRAINAGE COMPUTATIONS - DITCHES - 5 YEAR
175	BRIDGE-CLASS CULVERT LAYOUT - CULVERT 1
176	BRIDGE-CLASS CULVERT LAYOUT - CULVERT 2
177	BRIDGE-CLASS CULVERT LAYOUT - CULVERT 2B
178	BRIDGE-CLASS CULVERT LAYOUT - CULVERT 5
179	CULVERT PROFILES - CULVERTS 3 & 4
180	CULVERT PROFILES - CULVERTS 6A, 6B & 7
181	CULVERT PROFILES - CULVERT 8
182	CHANNEL LAYOUT - CHANNEL 2A
183	DRIVEWAY PIPE SUMMARY
184 - 198	CR 255 DITCH PLAN & PROFILE
199 - 200	RONALD REAGAN BLVD DITCH PLAN & PROFILE
201 - 204	DRAINAGE DETAILS
205	WATER QUALITY COMPUTATIONS
206 - 223	WATER QUALITY SITE PLAN
DRAINAGE STANDARDS *	
224 - 225	SRR
226	SCC-MD
227 - 228	SCC-3 & 4
229 - 230	SCC-5 & 6
231	SCP-MD
232	SCP-3
233	SCP-4
234	SCP-5
235	SCP-7
236	SCP-10
237	MC-MD
238 - 239	MC-5-20
240 - 241	MC-7-10
242 - 243	MC-10-7
244	ECD
245	BCS
246	SW-0
247	FW-S
248	PW
249 - 250	SETB-CD
251 - 252	SETB-PD
253 - 254	SETP-CD
255	SETP-PD
256	PSET-SC
257	PSET-SP
258	PSET-RC
259	PSET-RP
260	PSET-RR
TRAFFIC	
261 - 263	SOSS
264 - 271	SIGNING AND PAVEMENT MARKING LAYOUT
272	255 AND CR 289 SIGNING AND PAVEMENT MARKING LAYOUT
273	RONALD REAGAN SIGNING AND PAVEMENT MARKING LAYOUT
274	SIGN DETAILS

SHEET NUMBER	DESCRIPTION
TRAFFIC STANDARDS *	
275	D&OM(1)-20
276	D&OM(2)-20
277	D&OM(4)-20
278 - 280	PM(1)-22 THRU PM(3)-22
281	PM(4)-22A
282	BLPM-10
283	SMD(GEN)-08
284	SMD(SLIP-1)-08
285	SMD(SLIP-2)-08
286	SMD(SLIP-3)-08
ENVIRONMENTAL ISSUES	
287 - 294	CR 255 SWP3
295	255/CR 289 SWP3
296	RONALD REAGAN SWP3
EROSION CONTROL STANDARDS *	
297 - 299	EC(1)-16 THRU EC(3)-16
300 - 302	EC(9)-16

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED BY *
HAVE BEEN SELECTED Y ME OR UNDER MY RESPONSIBLE
SUPERVISION AS BEING APPLICABLE TO THIS PROJECT

PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR
PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the
Direct Supervision of
GERALD A. LANKES, P.E. 107484
1/25/2024



WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE



TBPE License No. 12670

PLANNING • ENGINEERING • CONSTRUCTION

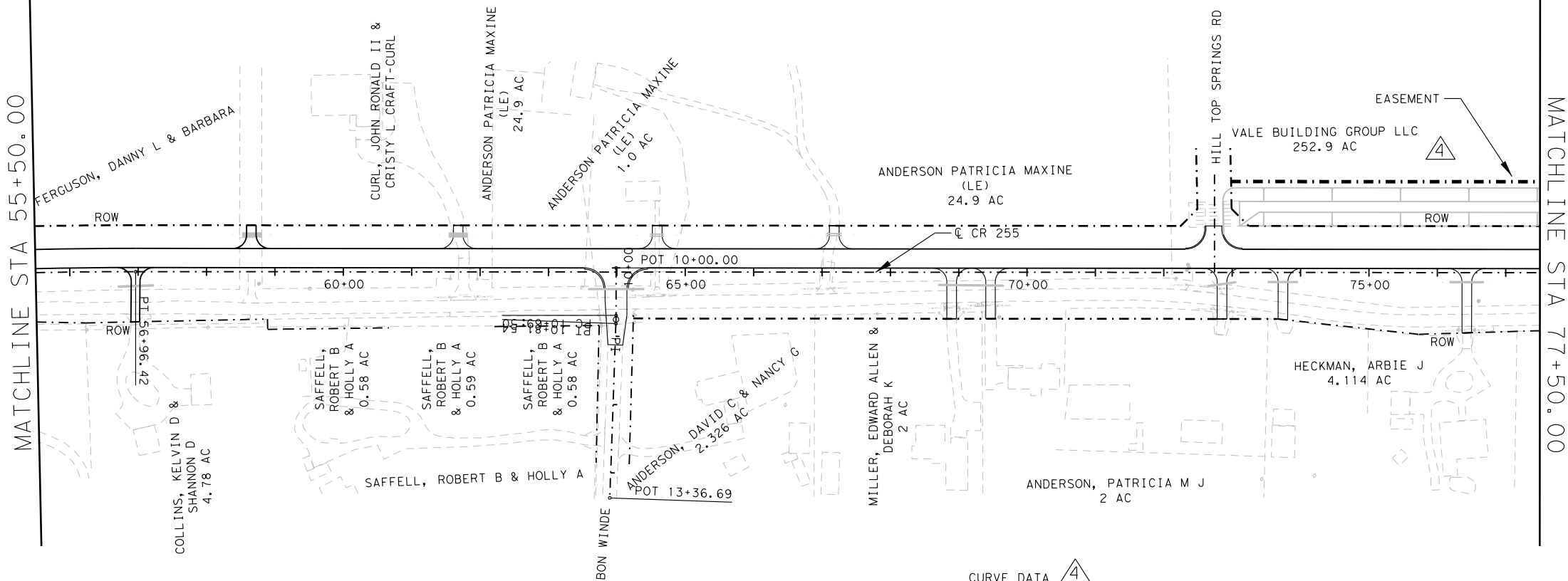
CR 255

INDEX OF SHEETS

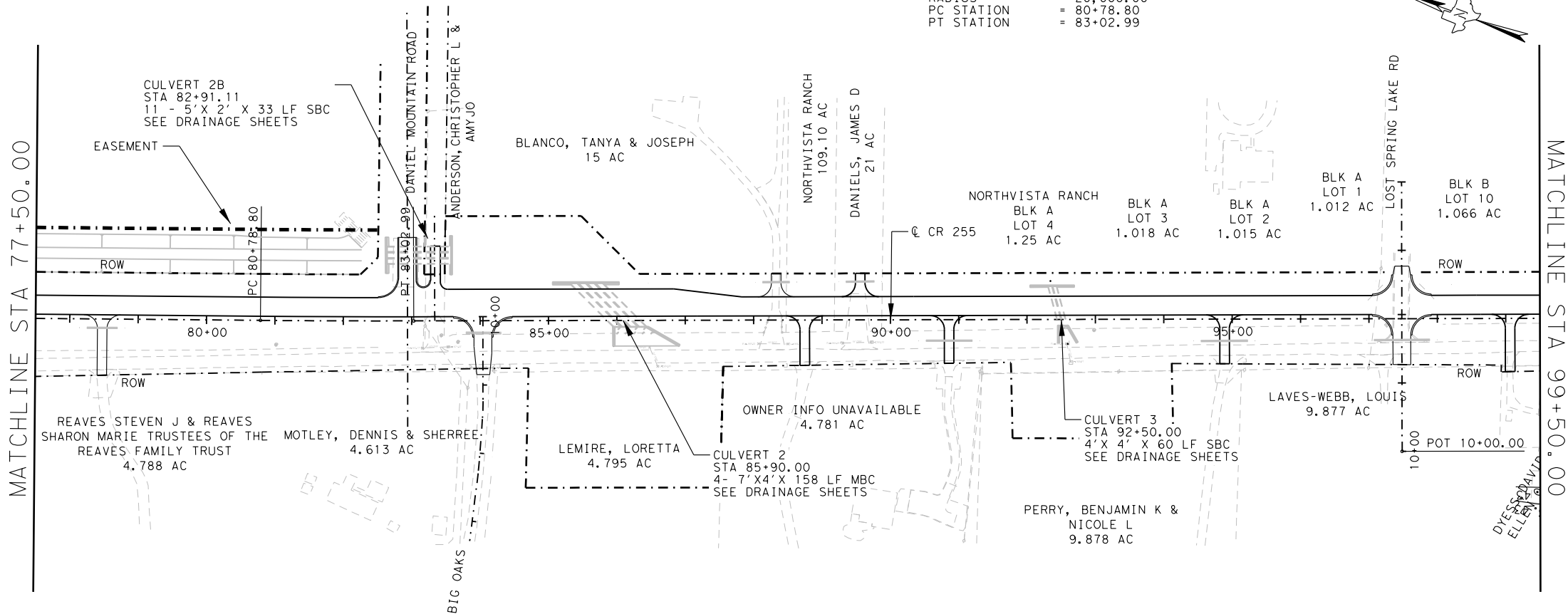
SHEET 1 OF 1				
DESIGNED:	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:		TEXAS		CR 255
DRAWN:	COUNTY			JOB No.
CHECKED:	WILLIAMSON			SHEET No. 2

USER: karahoske 442
DATE: 1/24/2024
SCRIPT: p:\w\seiler\slg-eng.com\Sigs\Documents\WILCO\0302-CR255_CR289\Design_Data4 - Design\Miscellaneous\CR255_jtbl.plt
FILE: p:\w\seiler\slg-eng.com\Sigs\Documents\WILCO\0302-CR255_CR289\Design_Data4 - Design\Plan_Set\01. General\CR255 PROJECT LAYOUT_02.dgn

0 100 200
SCALE: 1" = 200'



CURVE DATA 4
PI STATION = 81+90.90
DELTA = 0° 38' 32.11" (LT)
DEGREE OF CURVE = 0° 17' 11.32"
TANGENT = 112.10
LENGTH = 224.19
RADIUS = 20,000.00
PC STATION = 80+78.80
PT STATION = 83+02.99



PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR
PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the
Direct Supervision of
GERALD A. LANKES, P.E. 107484
1/24/2024



WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE



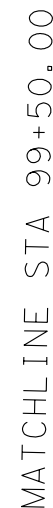
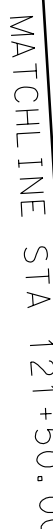
TBPE License No. 12670

PLANNING • ENGINEERING • CONSTRUCTION

CR 255
PROJECT LAYOUT SHEETS
STA 55+50.00 TO
STA 99+50.00

SHEET 2 OF 4

DESIGNED:	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:		TEXAS		CR 255
DRAWN:		COUNTY	JOB No.	SHEET No.
CHECKED:		WILLIAMSON		4

CURVE DATA CURVE DATA CURVE DATA CURVE DATA CURVE DATA 

WILCO
TEXAS

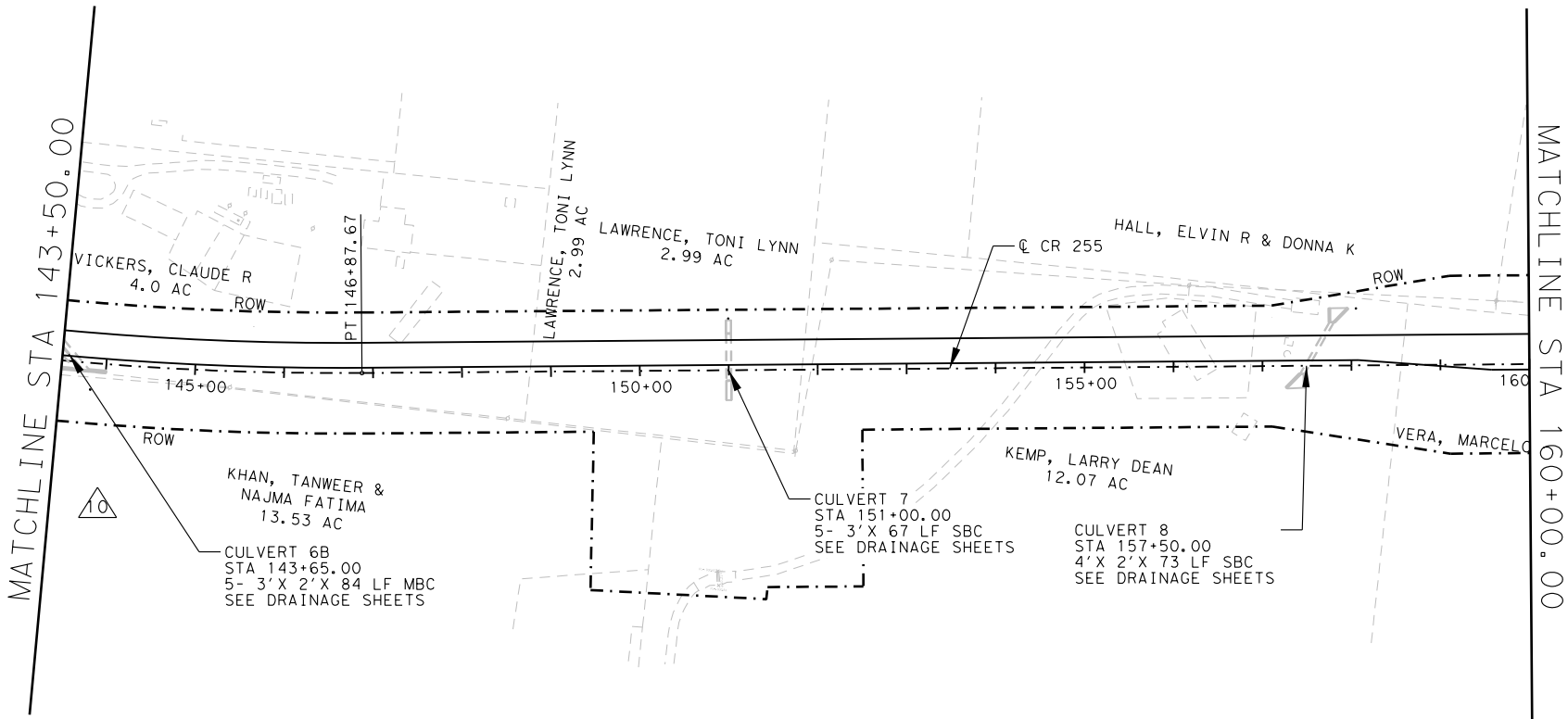
Seiler
Lankes
Group

PLANNING • ENGINEERING • CONSTRUCTION

SHEET 3 OF 4

DESIGNED:	FED. RD No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.	
CHECKED:		TEXAS		CR 255	
DRAWN:	COUNTY			JOB No.	SHEET No.
CHECKED:	WILLIAMSON				5

USER: korahoske
DATE: 1/24/2024 4:42

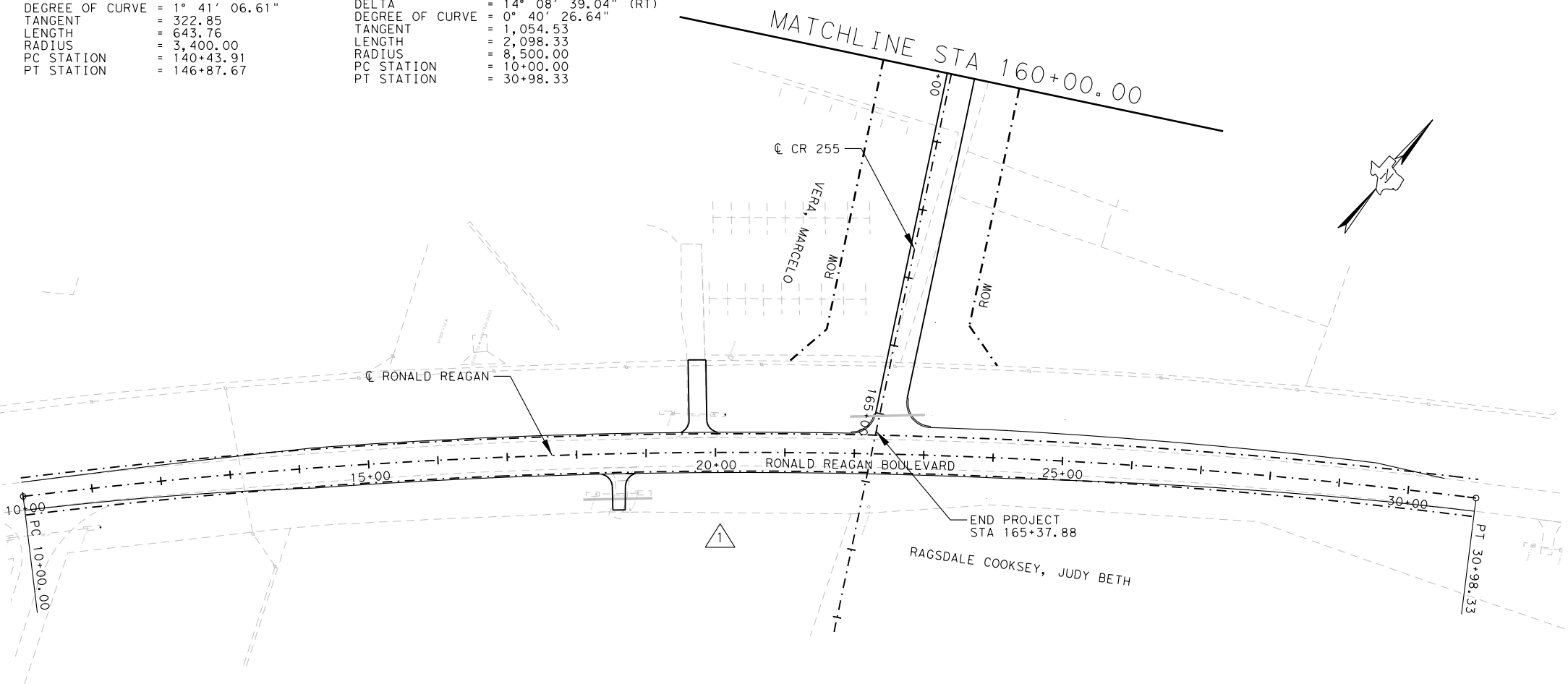


CURVE DATA

PI STATION = 143+66.75
DELTA = 10° 50' 54.72" (LT)
DEGREE OF CURVE = 1° 41' 06.61"
TANGENT = 322.85
LENGTH = 643.76
RADIUS = 3,400.00
PC STATION = 140+43.91
PT STATION = 146+87.67

RONALD REAGAN CURVE DATA

PI STATION = 20+54.53
DELTA = 14° 08' 39.04" (RT)
DEGREE OF CURVE = 0° 40' 26.64"
TANGENT = 1,054.53
LENGTH = 2,098.33
RADIUS = 8,500.00
PC STATION = 10+00.00
PT STATION = 30+98.33



PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR
PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the
Direct Supervision of
GERALD A. LANKES, P.E. 107484
1/24/2024



WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE



TBPE License No. 122670

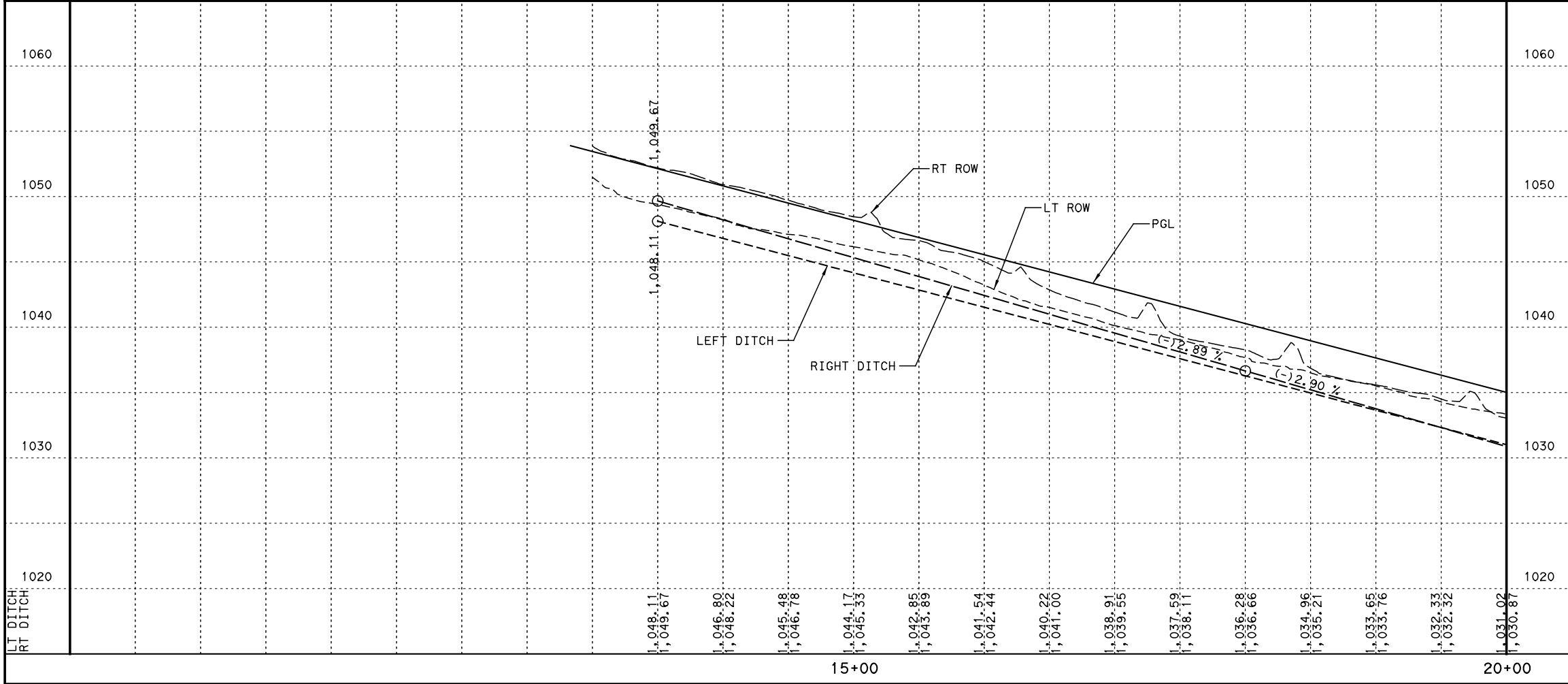
PLANNING • ENGINEERING • CONSTRUCTION

CR 255
PROJECT LAYOUT SHEETS
STA 143+50.00 TO END

SHEET 4 OF 4

DESIGNED:	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:		TEXAS		CR 255
DRAWN:		COUNTY	JOB No.	SHEET No.
CHECKED:		WILLIAMSON		6

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\99 - Project Standards\CR255_99\plan
FILE: c:\sg\amy.bennett\dm\51862\CR255_DPP_01.dgn



LEGEND

- DITCH XX . DITCH FLOWLINE
- PROP CONTOUR
- EXIST ROW
- EXIST TOPOGRAPHY
- EXIST UG UTILITY
- EXIST OH UTILITY
- EXIST CULVERTS
- PROP ROADWAY
- PROP WINGWALLS/CONTOURS
- PROP CULVERT
- PROP ROW
- EXIST STORM SEWER
- PROP STORM SEWER
- PROP SET
- SRB TYPE 2, CLASS H (MUST BE TRM)
- RIPRAP (CONC)
- RIPRAP (STONE)
- DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
- REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.

NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

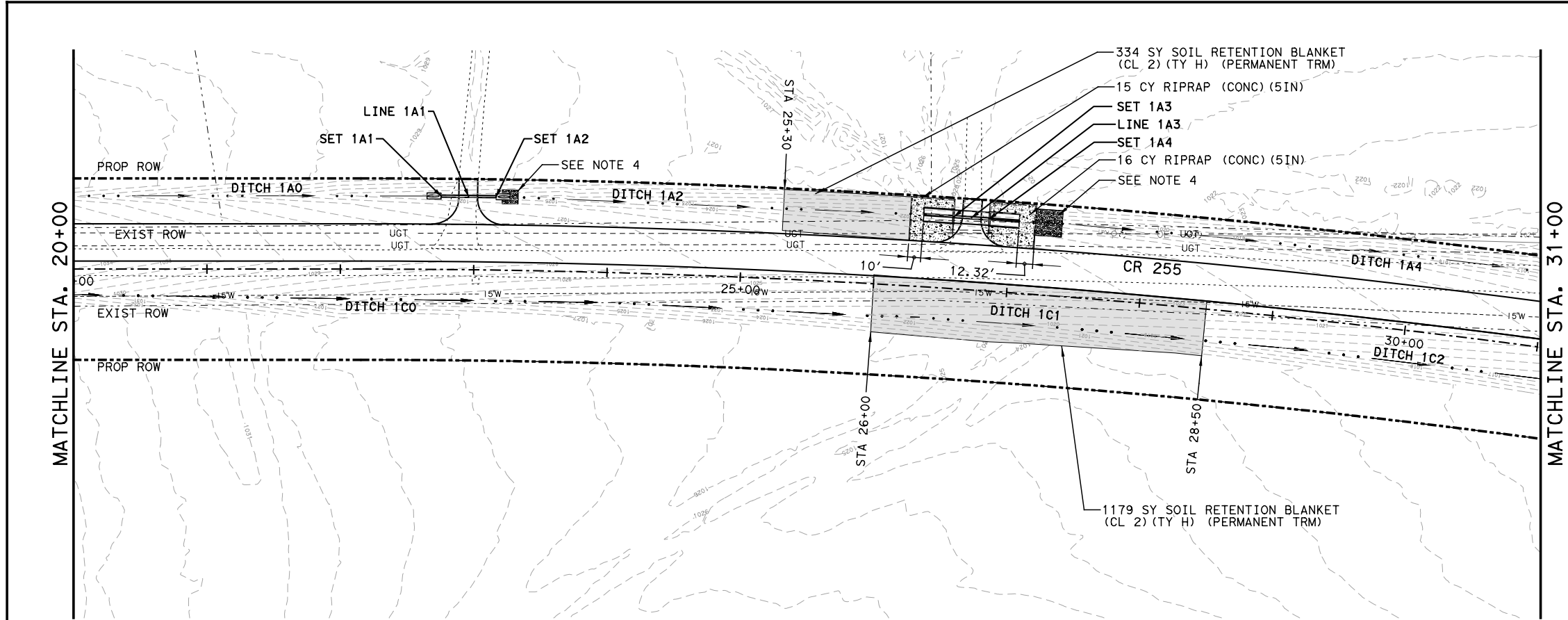
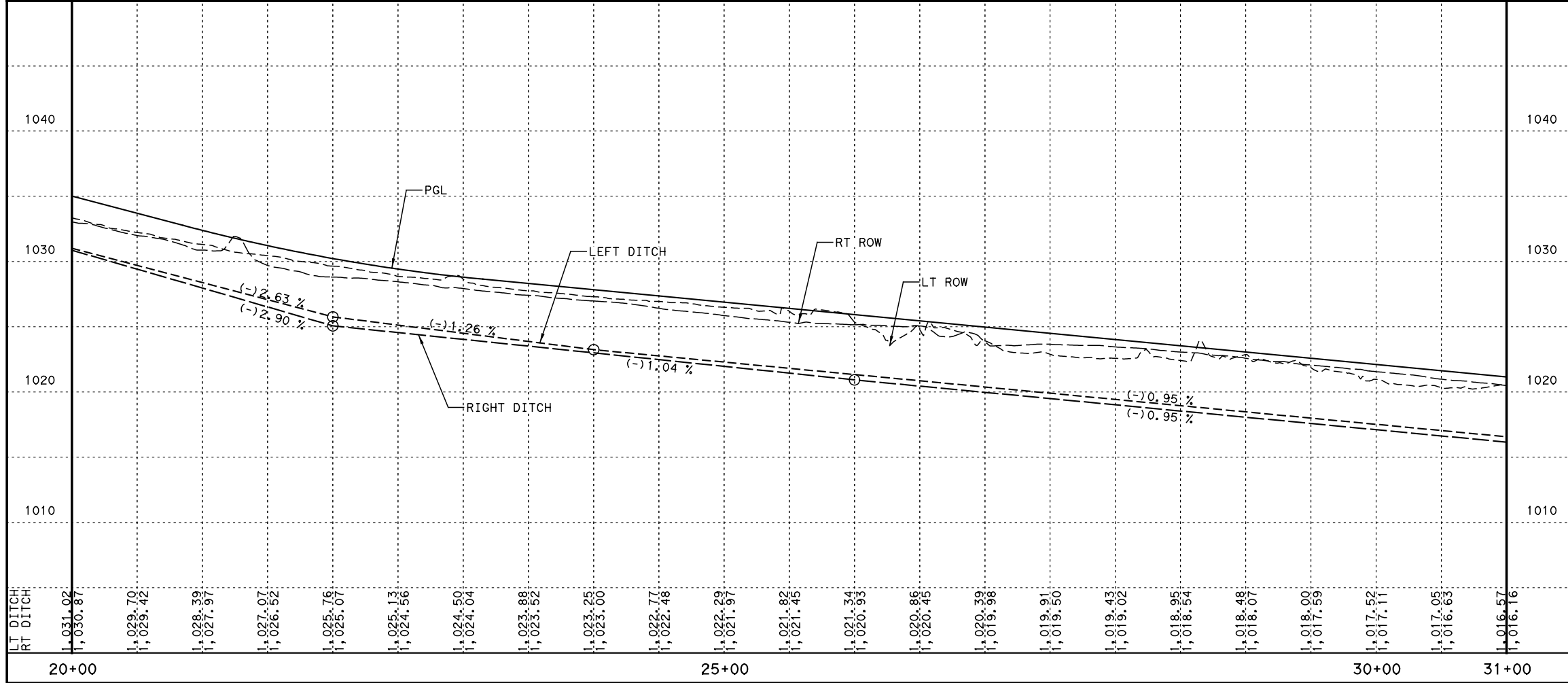
CR 255 DITCH PLAN & PROFILE BEGIN PROJECT TO STA 20+00

H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 1 OF 15

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255
CHECKED:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
	XX	XX	XX	XX
DRAWN:				
CHECKED:				

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\99 - Project Standards\CR255_dpl.dgn
FILE: c:\sg\amy.bennett\dms\1862\CR255_DPP_02.dgn



LEGEND

DITCH XX . . . DITCH FLOWLINE

--- PROP CONTOUR

--- EXIST ROW

--- EXIST TOPOGRAPHY

--- 15"W --- EXIST UG UTILITY

--- OT --- EXIST OH UTILITY

--- EXIST CULVERTS

--- PROP ROADWAY

--- PROP WINGWALLS/CONTOURS

--- PROP CULVERT

--- PROP ROW

--- EXIST STORM SEWER

--- PROP STORM SEWER

--- PROP SET

--- SRB TYPE 2, CLASS H (MUST BE TRM)

--- RIPRAP (CONC)

--- RIPRAP (STONE)

--- DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
- REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.

NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

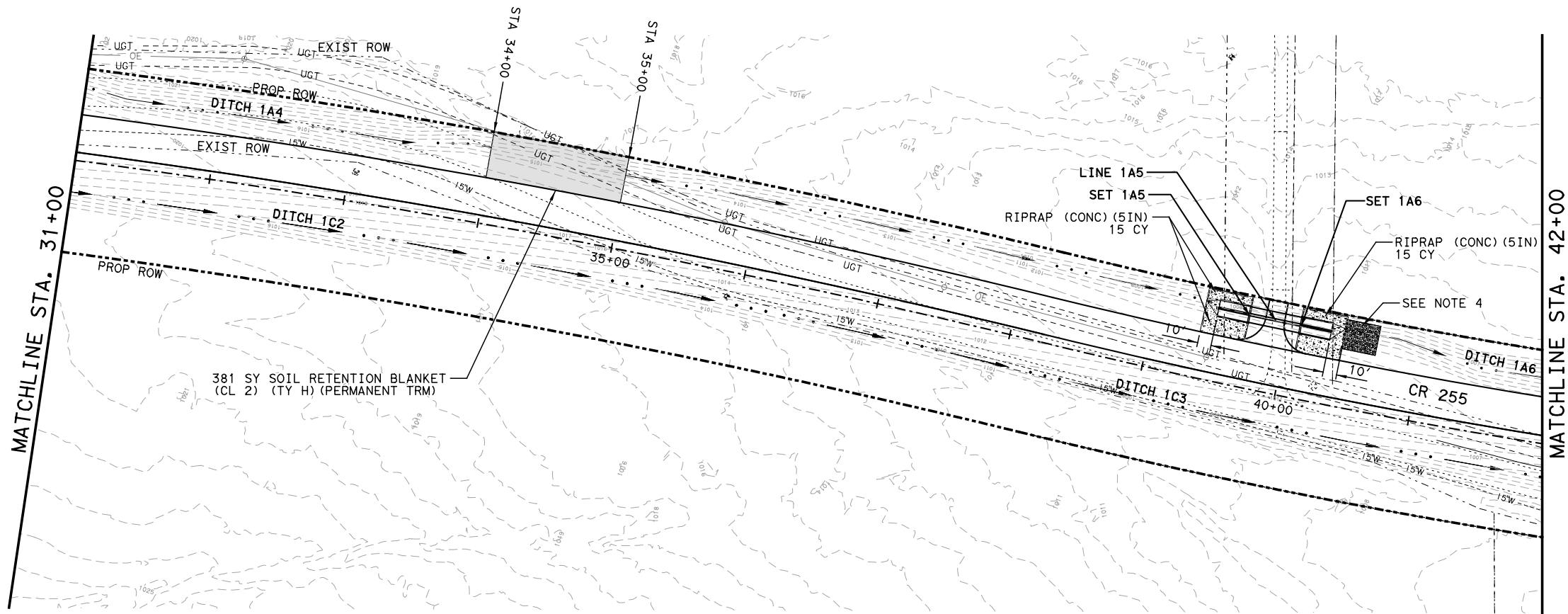
**CR 255
DITCH PLAN & PROFILE
STA 20+00 TO 31+00**

H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 2 OF 15

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255
CHECKED:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
DRAWN:	XX	XX	XX	XX
CHECKED:				

185

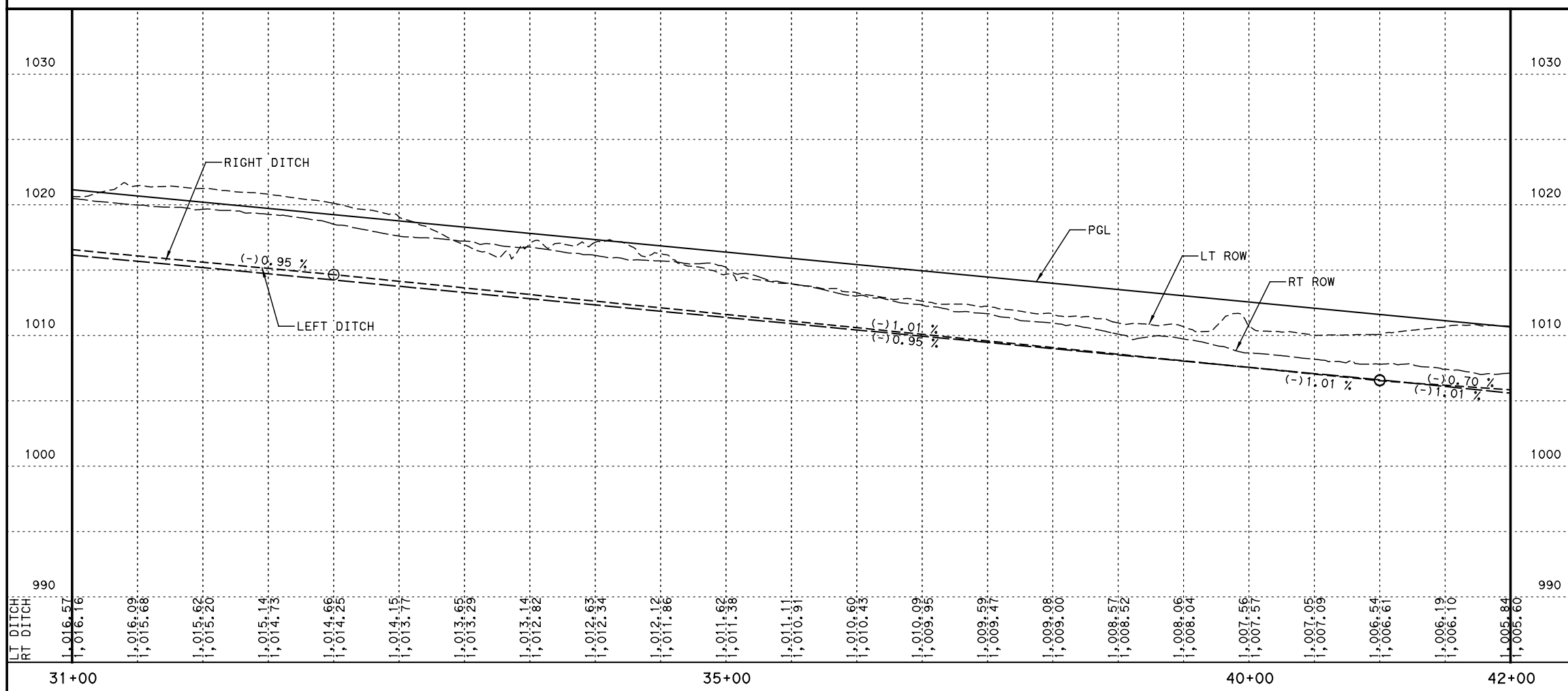


LEGEND

	DITCH XX	DITCH FLOWLINE
	PROP CONTOUR	
	EXIST ROW	
	EXIST TOPOGRAPHY	
	EXIST UG UTILITY	
	EXIST OH UTILITY	
	EXIST CULVERTS	
	PROP ROADWAY	
	PROP WINGWALLS/CONTOURS	
	PROP CULVERT	
	PROP ROW	
	EXIST STORM SEWER	
	PROP STORM SEWER	
	PROP SET	
	SRB TYPE 2, CLASS H (MUST BE TRM)	
	RIPRAP (CONC)	
	RIPRAP (STONE)	
	DITCH BLOCK (W/TOP ELEV)	

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
- REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.



NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

**CR 255
DITCH PLAN & PROFILE
STA 31+00 TO 42+00**

H SCALE: 1" = 100'
V SCALE: 1" = 10'

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:	X	TEXAS		CR 255
DRAWN:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
CHECKED:	XX	XX	XX	XX
				186

USER: AmyBennett
DATE: 1/24/2024 4:40:13 PM
SCRIPT: S:\08_Projects\22011_CR255\99 - Project Standards\CR255_dpl.dgn
FILE: c:\sgamy\benneit\dms\1862\CR255_DPP_03.dgn



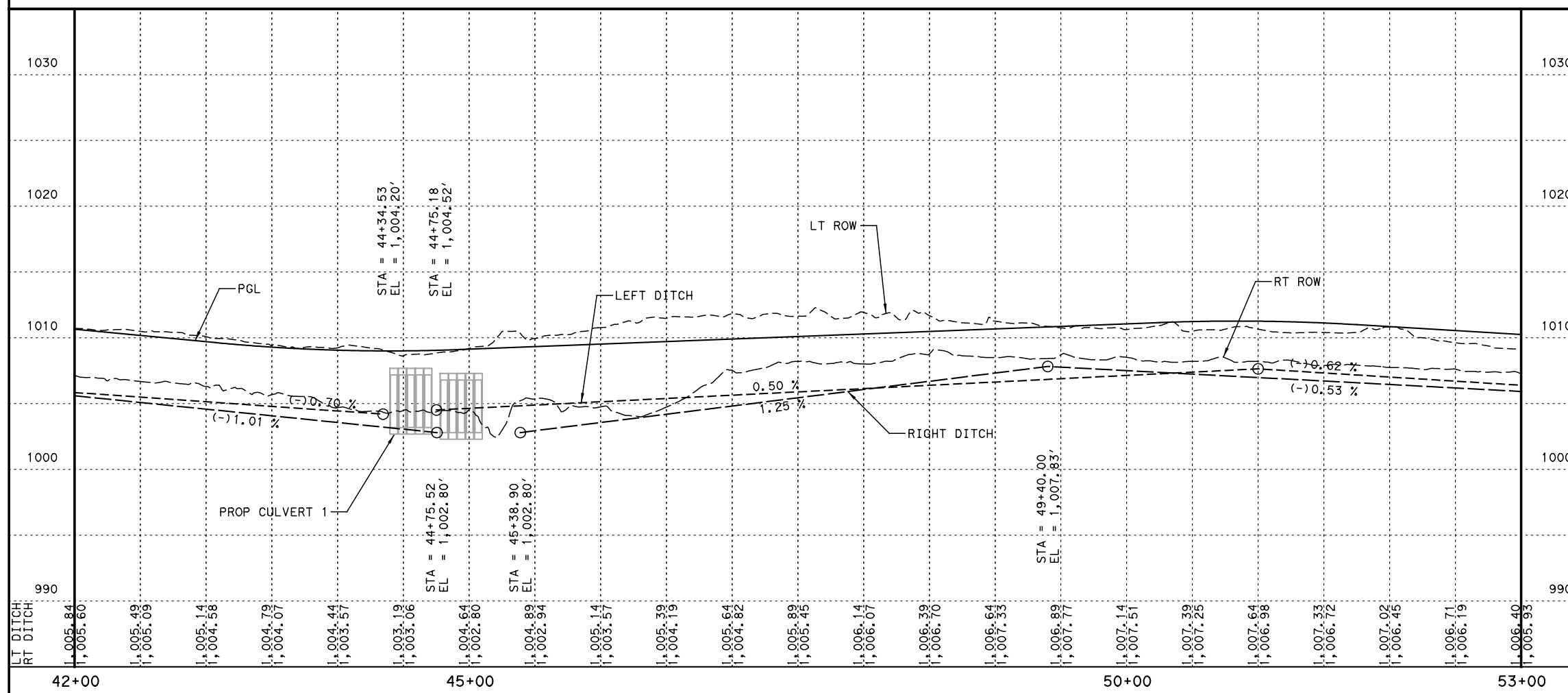
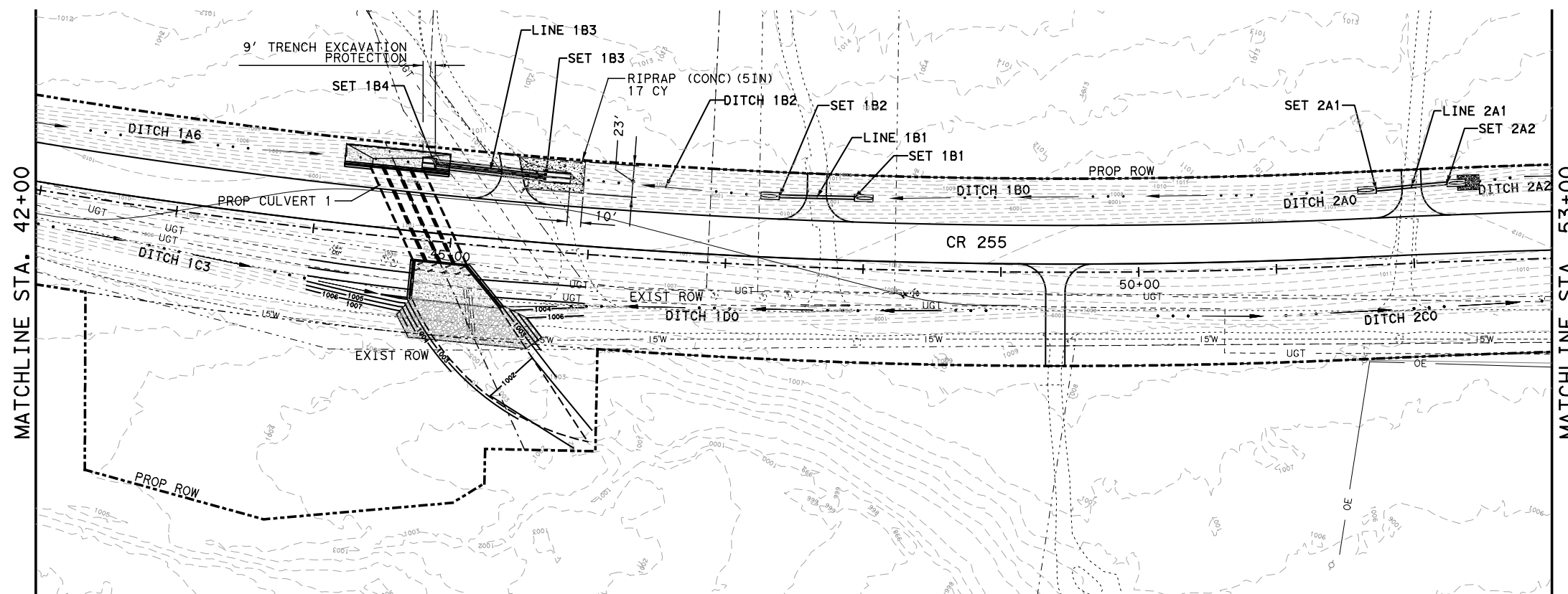
0 50 100
SCALE: 1" = 100'

LEGEND

- DITCH XX . DITCH FLOWLINE
--- PROP CONTOUR
--- EXIST ROW
--- EXIST TOPOGRAPHY
--- 15'W EXIST UG UTILITY
--- OT EXIST OH UTILITY
--- EXIST CULVERTS
--- PROP ROADWAY
--- PROP WINGWALLS/CONTOURS
--- PROP CULVERT
--- PROP ROW
--- EXIST STORM SEWER
--- PROP STORM SEWER
--- PROP SET
--- SRB TYPE 2, CLASS H (MUST BE TRM)
--- RIPRAP (CONC)
--- RIPRAP (STONE)
--- DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

1. FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
2. SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
3. ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
4. REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
5. REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.



NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

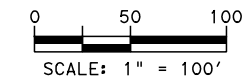
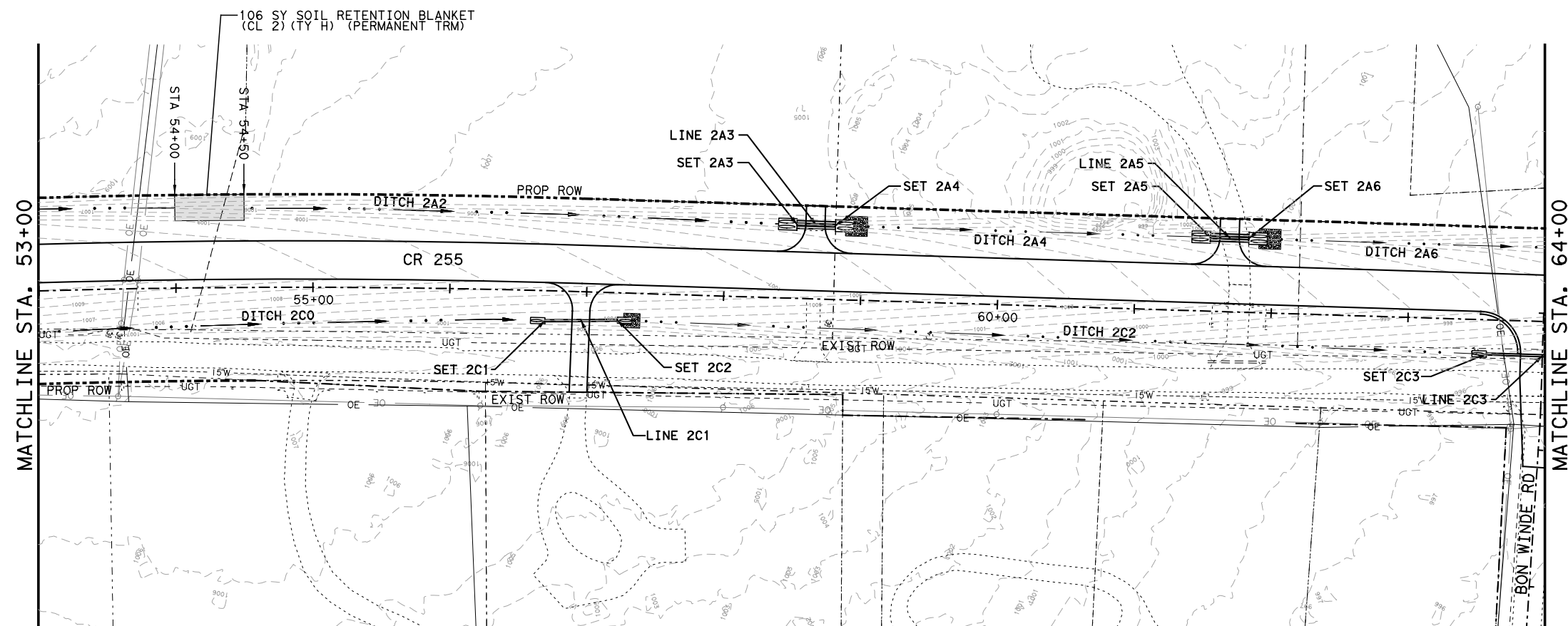
CR 255 DITCH PLAN & PROFILE STA 42+00 TO 53+00

H SCALE: 1" = 100'
V SCALE: 1" = 10'

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255
CHECKED:				
DRAWN:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
CHECKED:	XX	XX	XX	XX

SHEET 4 OF 15

187

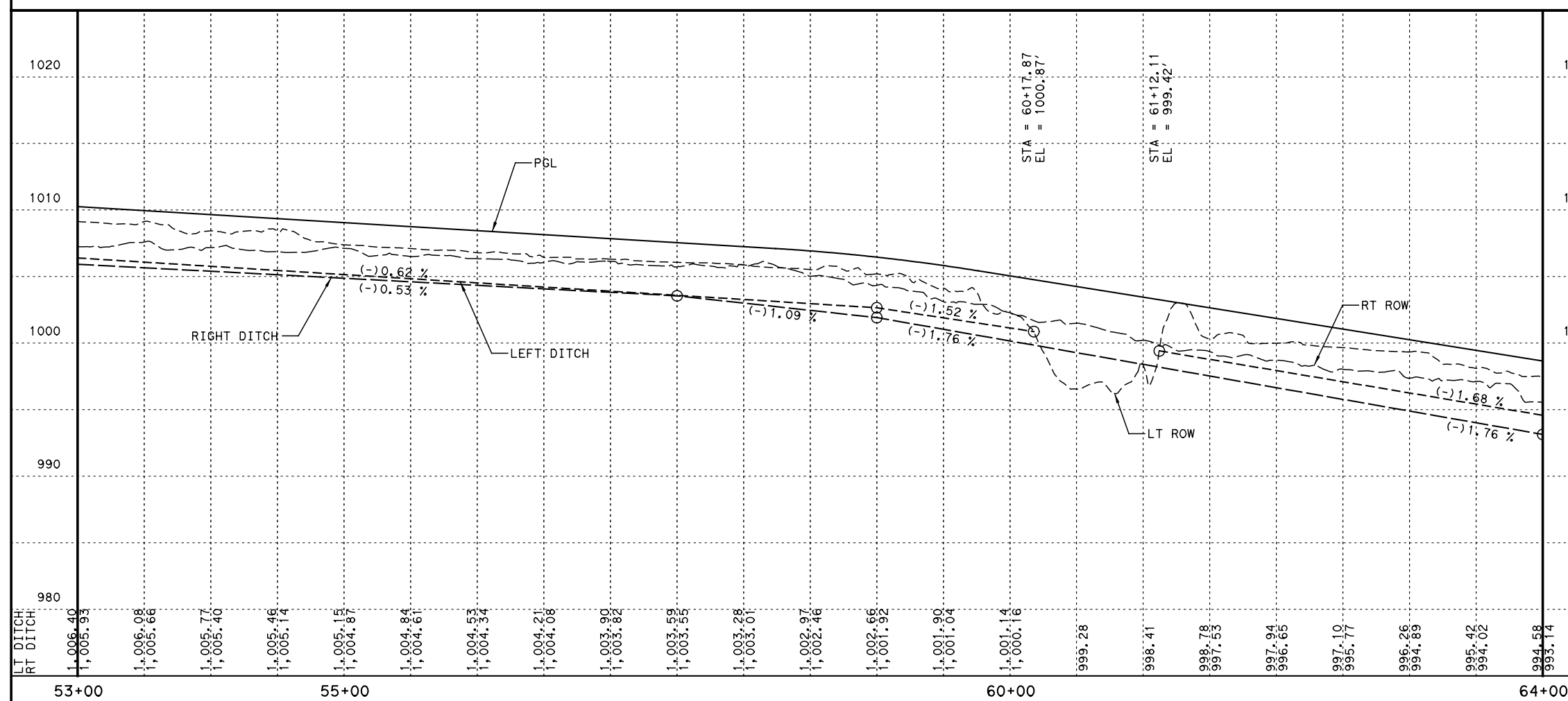


LEGEND

	DITCH FLOWLINE
	PROP CONTOUR
	EXIST ROW
	EXIST TOPOGRAPHY
	EXIST UG UTILITY
	EXIST OH UTILITY
	EXIST CULVERTS
	PROP ROADWAY
	PROP WINGWALLS/CONTOURS
	PROP CULVERT
	PROP ROW
	EXIST STORM SEWER
	PROP STORM SEWER
	PROP SET
	SRB TYPE 2, CLASS H (MUST BE TRM)
	RIPRAP (CONC)
	RIPRAP (STONE)
	DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

1. FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
2. SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
3. ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
4. REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
5. REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.



NO.	REVISION	BY	DATE



This document is released for the purposes
of interim review under the authority
of Clay E. Gann, P.E. 88491
on 1/24/2024. It is not to be used for
construction, bidding or permitting purposes.



CIVIL ENGINEERING

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

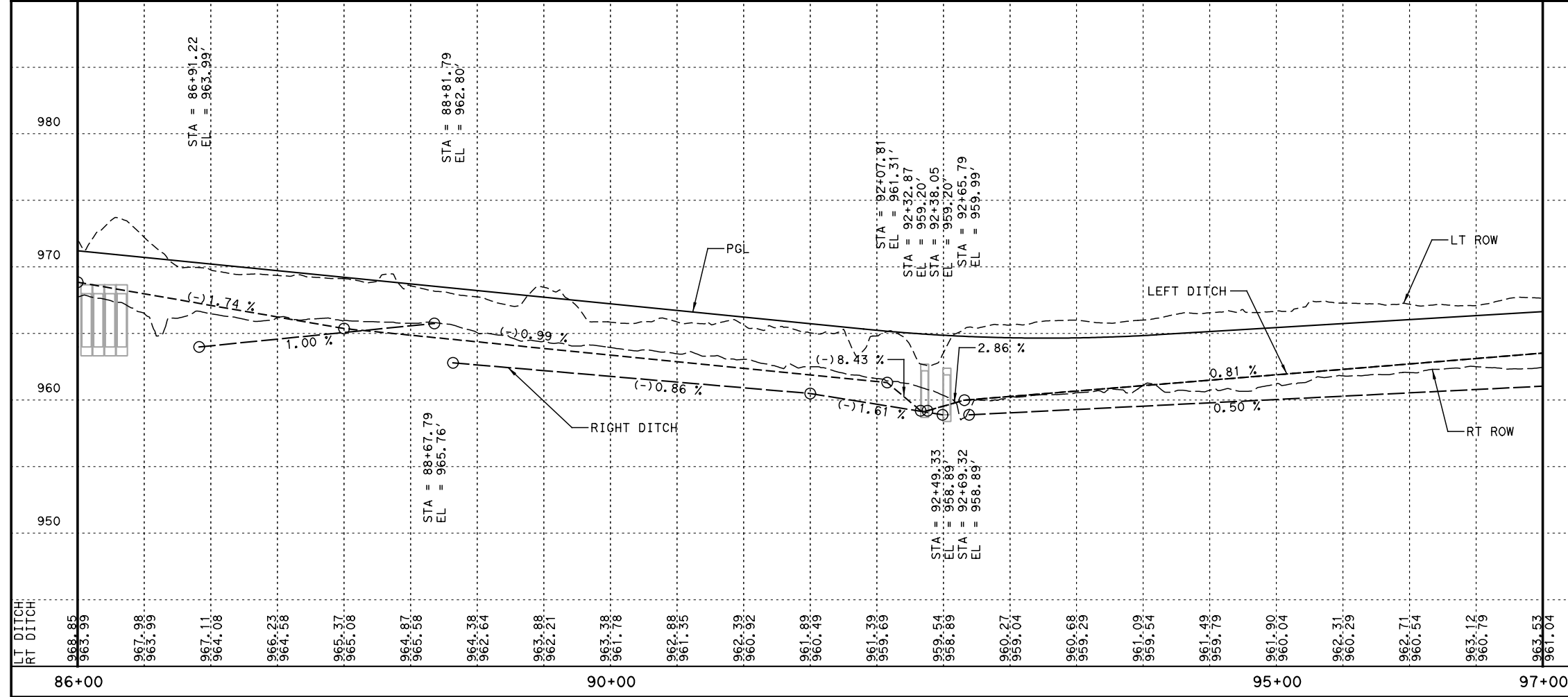
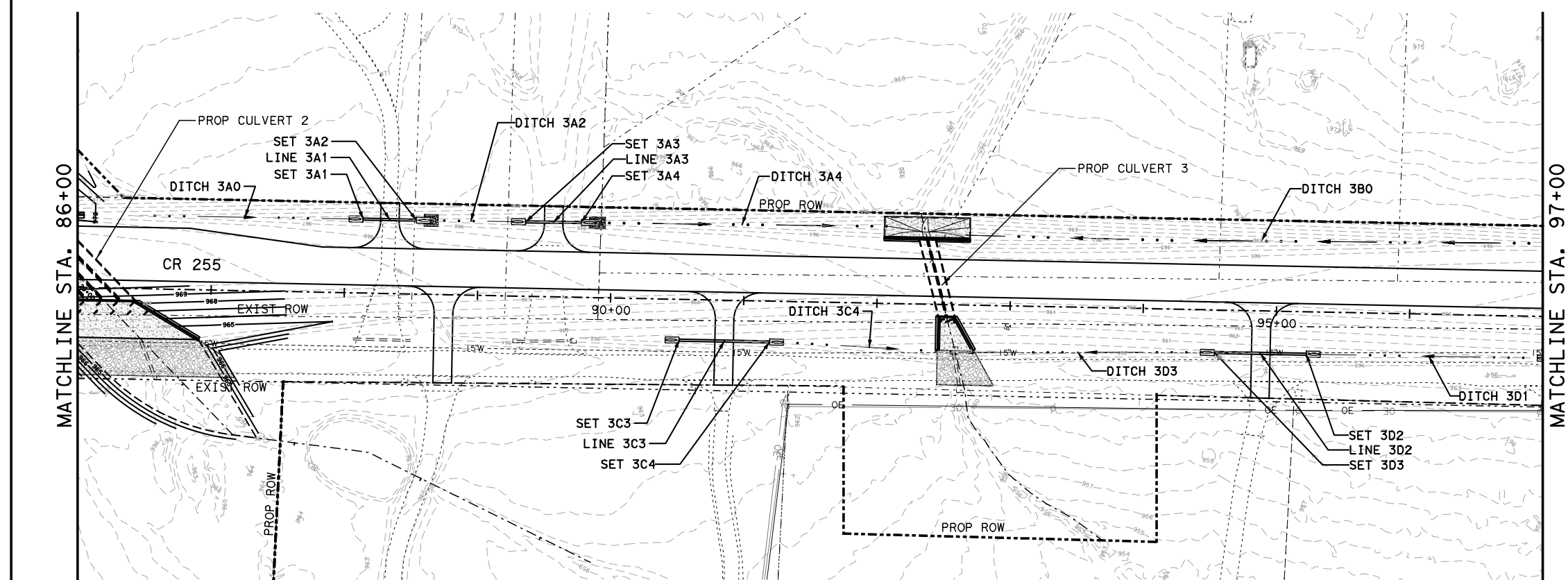
CR 255
DITCH PLAN & PROFILE
STA 53+00 TO 64+00

H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 5 OF 15

DESIGNED:	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT NO.		HIGHWAY NO.	
CHECKED:	X	TEXAS			CR 255	
DRAWN:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
CHECKED:	XX	XX	XX	XX	XX	188

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\09 - Project Standards\CR255.dgn
FILE: c:\sg\amy\benneit\dms\1862\CR255_DPP_08.dgn



LEGEND

DITCH XX . DITCH FLOWLINE

--- PROP CONTOUR

--- EXIST ROW

--- EXIST TOPOGRAPHY

--- 15"W --- EXIST UG UTILITY

--- OT --- EXIST OH UTILITY

--- EXIST CULVERTS

--- PROP ROADWAY

--- PROP WINGWALLS/CONTOURS

--- PROP CULVERT

--- PROP ROW

--- EXIST STORM SEWER

--- PROP STORM SEWER

--- PROP SET

--- SRB TYPE 2, CLASS H (MUST BE TRM)

--- RIPRAP (CONC)

--- RIPRAP (STONE)

--- DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD. REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.

NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

**CR 255
DITCH PLAN & PROFILE
STA 86+00 TO 97+00**

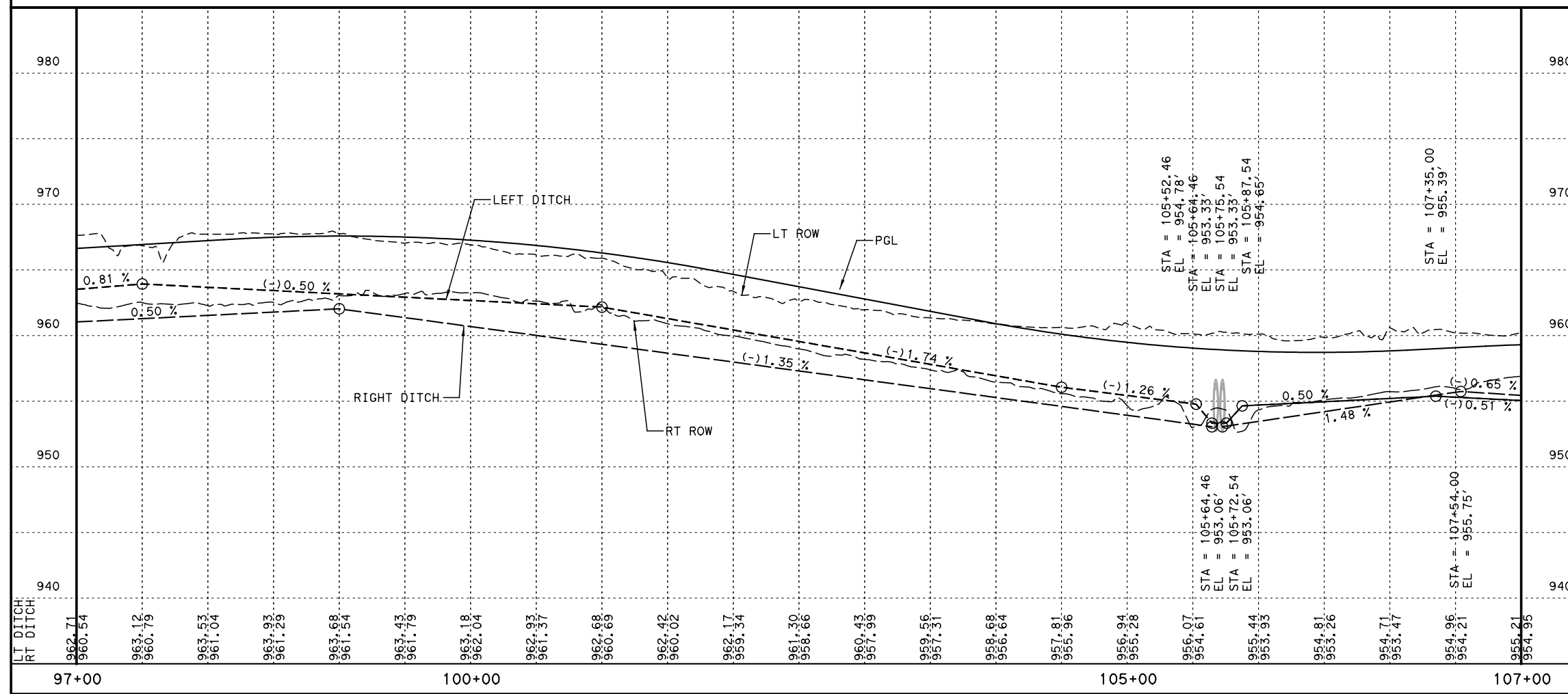
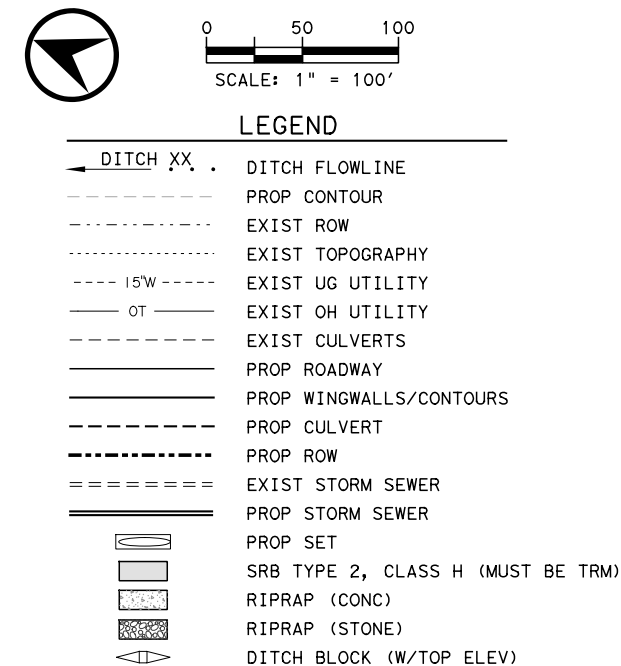
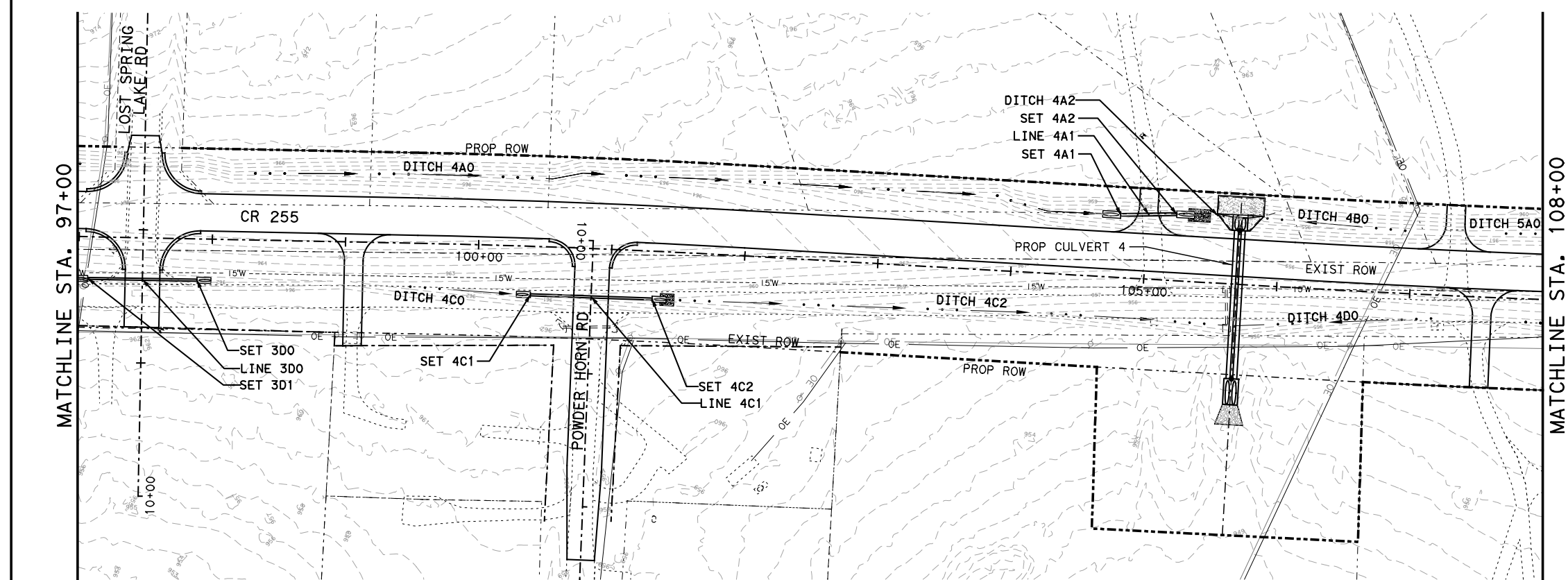
H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 8 OF 15

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255

CHECKED:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
	XX	XX	XX	XX	XX	191

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\09 - Project Standards\CR255_dpl.dgn
FILE: c:\gann\benneit\dms01862\CR255_DPP_09.dgn



NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

CIVIL ENGINEERING

CR 255 DITCH PLAN & PROFILE STA 97+00 TO 108+00

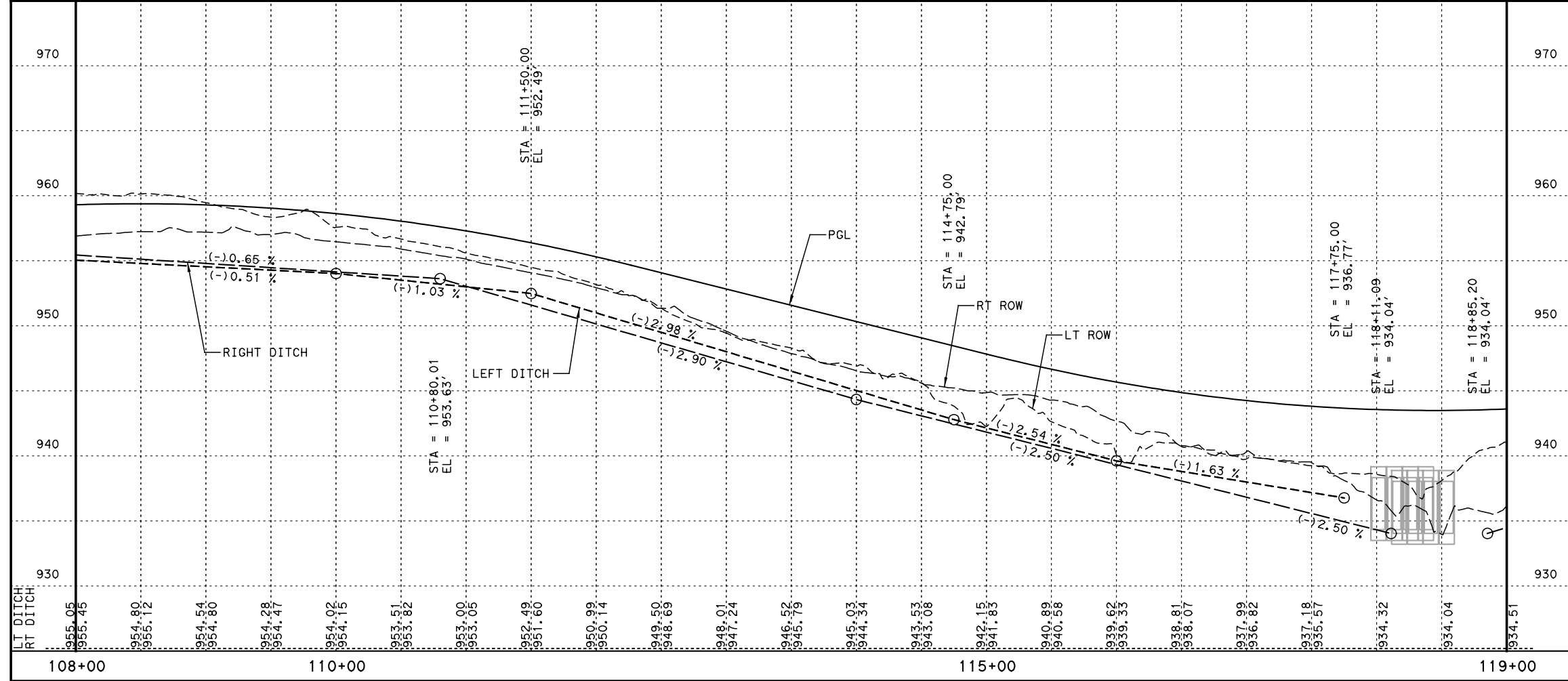
H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 9 OF 15

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255

CHECKED:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
	XX	XX	XX	XX	XX	192

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\09 - Project Standards\CR255.dgn
FILE: c:\gann\benneit\dms\1862\CR255_DPP_10.dgn



LEGEND

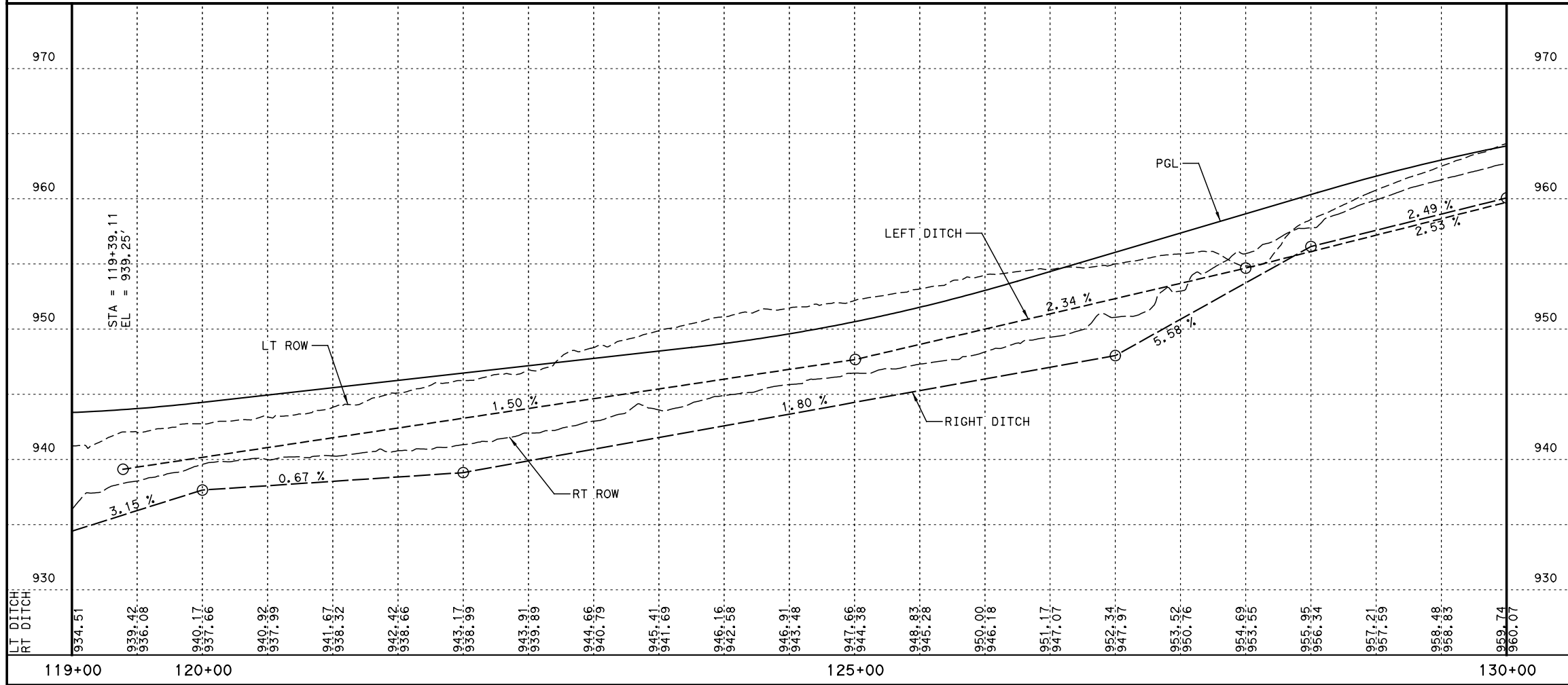
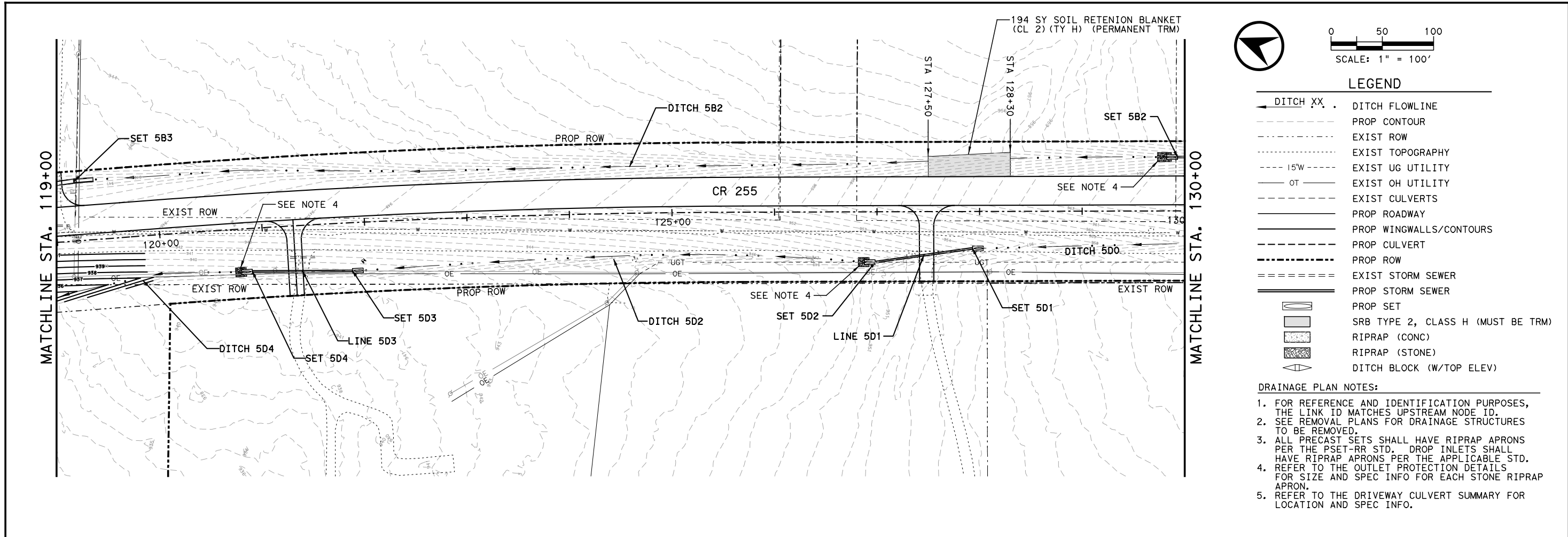
DITCH XX	DITCH FLOWLINE
---	PROP CONTOUR
---	EXIST ROW
---	EXIST TOPOGRAPHY
---	EXIST UG UTILITY
---	EXIST OH UTILITY
---	EXIST CULVERTS
---	PROP ROADWAY
---	PROP WINGWALLS/CONTOURS
---	PROP CULVERT
---	PROP ROW
---	EXIST STORM SEWER
---	PROP STORM SEWER
---	PROP SET
---	SRB TYPE 2, CLASS H (MUST BE TRM)
---	RIPRAP (CONC)
---	RIPRAP (STONE)
---	DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD. REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.

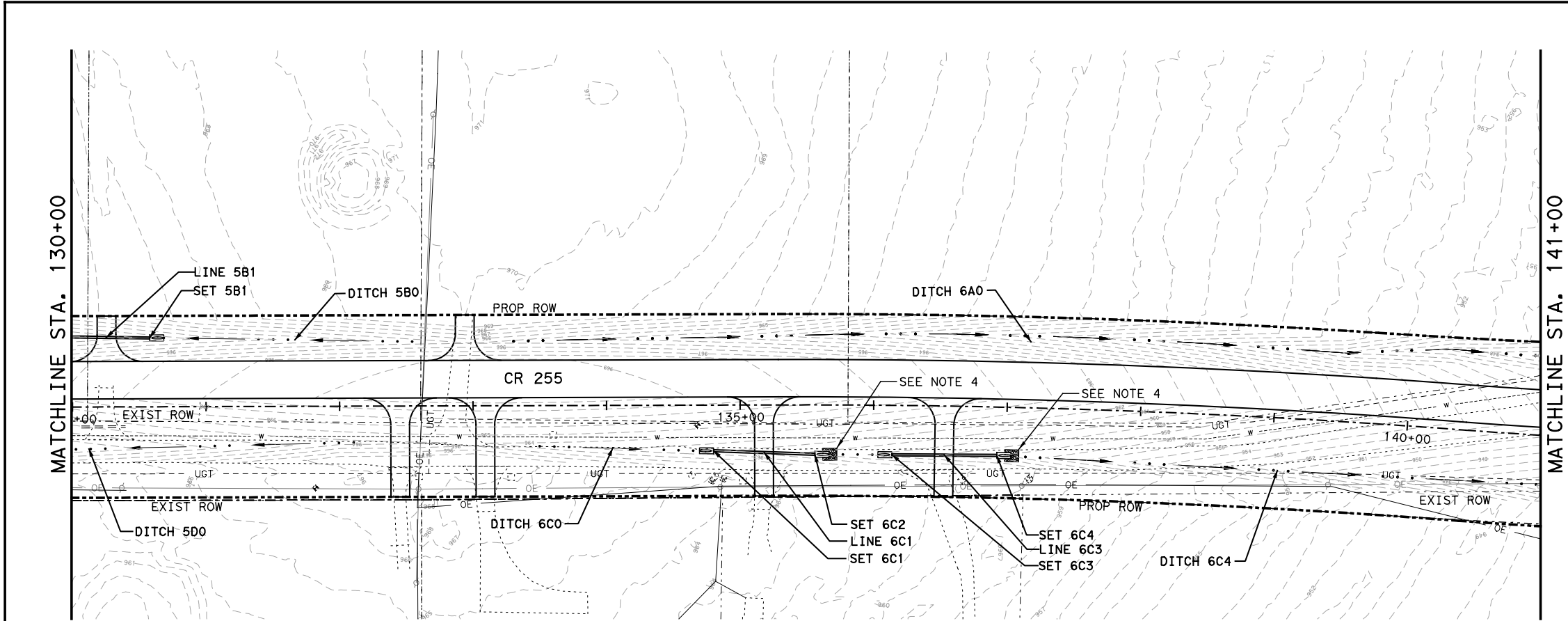
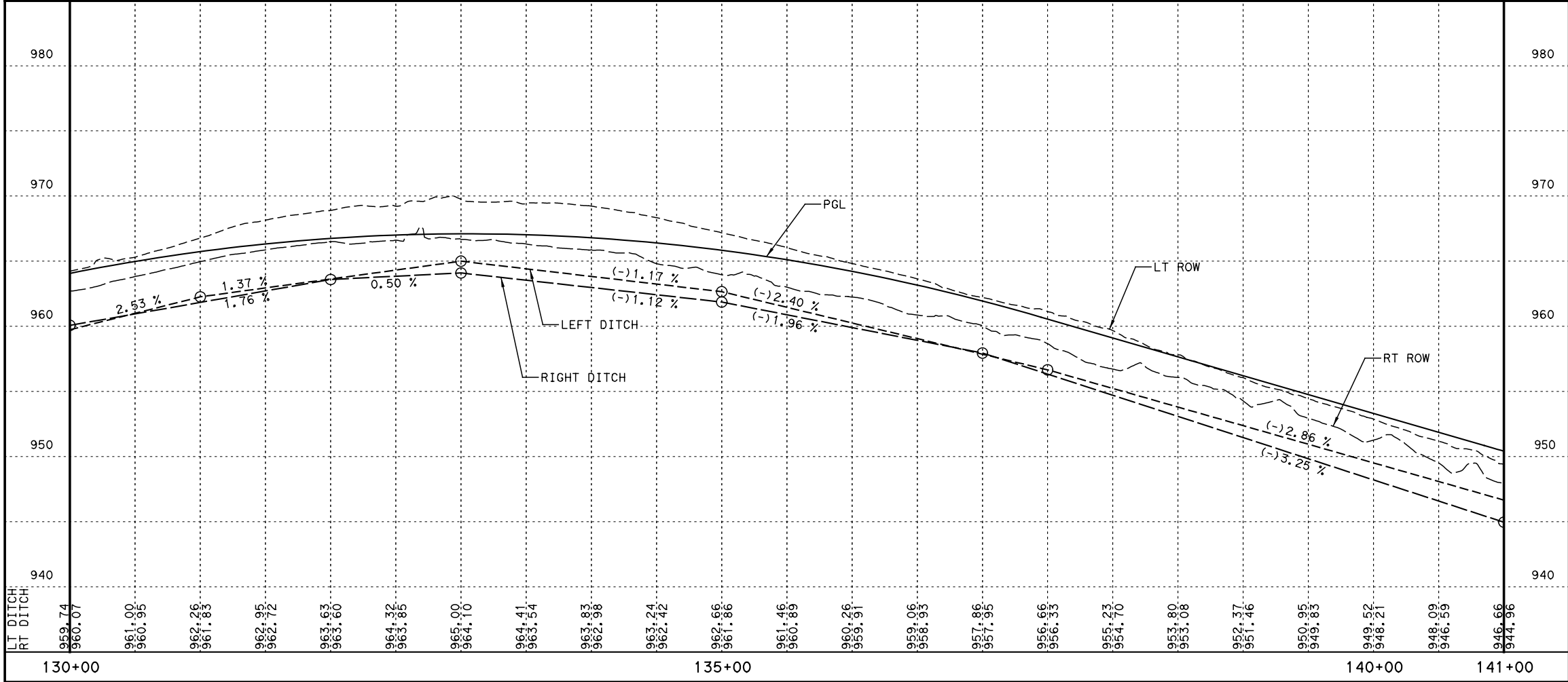
NO.	REVISION	BY	DATE
<p>This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.</p> <p>CLGANN, LLC 3708 Norman Loop Round Rock, TX 78664 512.574.5738 TBPE Firm No. 20717</p>			
<p>CR 255 DITCH PLAN & PROFILE STA 108+00 TO 119+00</p> <p>H SCALE: 1" = 100' V SCALE: 1" = 10'</p> <p>SHEET 10 OF 15</p>			
DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.
CHECKED:	X	TEXAS	CR 255
DRAWN:	STATE DISTRICT	COUNTY	CONTROL No.
CHECKED:	XX	XX	XX
			SECTION No.
			JOB No.
			SHEET No.
			193

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\09 - Project Standards\CR255_dpl.dgn
FILE: c:\sg\amy\benneit\dms\01862\CR255_DPP_11.dgn



NO.	REVISION		BY	DATE
<div>CLG</div> <p>This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.</p>				
<div></div>				
<div><div>CLG</div><div>CIVIL ENGINEERING</div></div> <div><p>CLGANN, LLC 3708 Norman Loop Round Rock, TX 78664 512.574.5738 TBPE Firm No. 20717</p></div>				
<div><div>CR 255</div><div>DITCH PLAN & PROFILE</div><div>STA 119+00 TO 130+00</div></div>				
<div>H SCALE: 1" = 100'</div> <div>V SCALE: 1" = 10'</div>				
SHEET 11 OF 15				
DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:	X	TEXAS		CR 255
	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
CHECKED:	XX	XX	XX	XX
				194

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\09 - Project Standards\CR255.dgn
FILE: c:\sg\amy\benneit\dms\1862\CR255_DPP_12.dgn



LEGEND

	DITCH XX	DITCH FLOWLINE
	PROP CONTOUR	
	EXIST ROW	
	EXIST TOPOGRAPHY	
	EXIST UG UTILITY	
	EXIST OH UTILITY	
	EXIST CULVERTS	
	PROP ROADWAY	
	PROP WINGWALLS/CONTOURS	
	PROP CULVERT	
	PROP ROW	
	EXIST STORM SEWER	
	PROP STORM SEWER	
	PROP SET	
	SRB TYPE 2, CLASS H (MUST BE TRM)	
	RIPRAP (CONC)	
	RIPRAP (STONE)	
	DITCH BLOCK (W/TOP ELEV)	

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
- REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.

NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

**CR 255
DITCH PLAN & PROFILE
STA 130+00 TO 141+00**

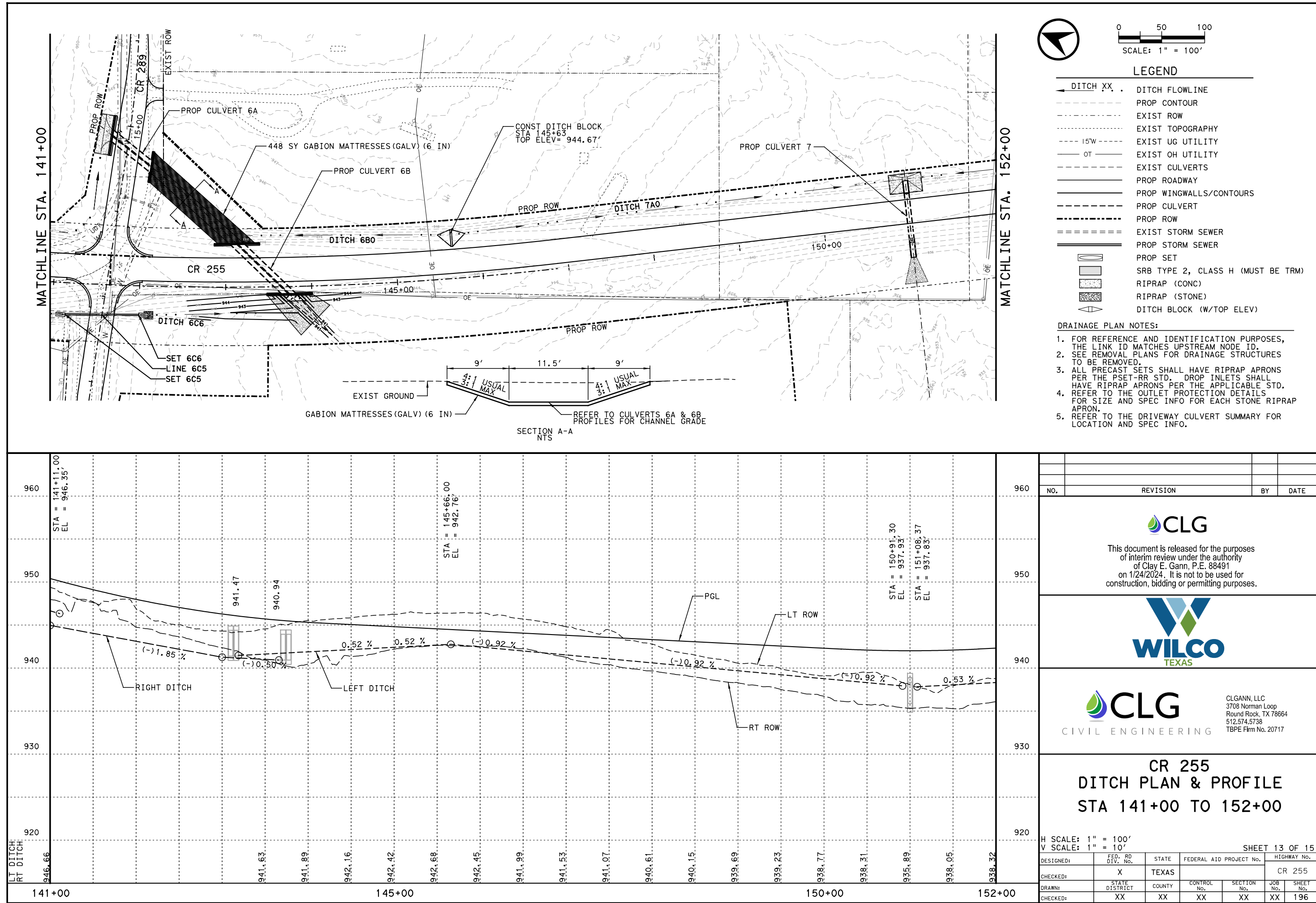
H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 12 OF 15

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255
CHECKED:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
	XX	XX	XX	XX
DRAWN:				
CHECKED:				

JOB No. 195
SHEET No. 195

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\09 - Project Standards\CR255_dpl.dgn
FILE: c:\gann\benneit\dms\1862\CR255_DPP_13.dgn



LEGEND

DITCH XX . DITCH FLOWLINE

--- PROP CONTOUR

--- EXIST ROW

--- EXIST TOPOGRAPHY

--- 15'W EXIST UG UTILITY

--- OT EXIST OH UTILITY

--- EXIST CULVERTS

--- PROP ROADWAY

--- PROP WINGWALLS/CONTOURS

--- PROP CULVERT

--- PROP ROW

== EXIST STORM SEWER

== PROP STORM SEWER

○ PROP SET

▨ SRB TYPE 2, CLASS H (MUST BE TRM)

▨ RIPRAP (CONC)

▨ RIPRAP (STONE)

◁ DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD. REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.

NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

**CR 255
DITCH PLAN & PROFILE
STA 141+00 TO 152+00**

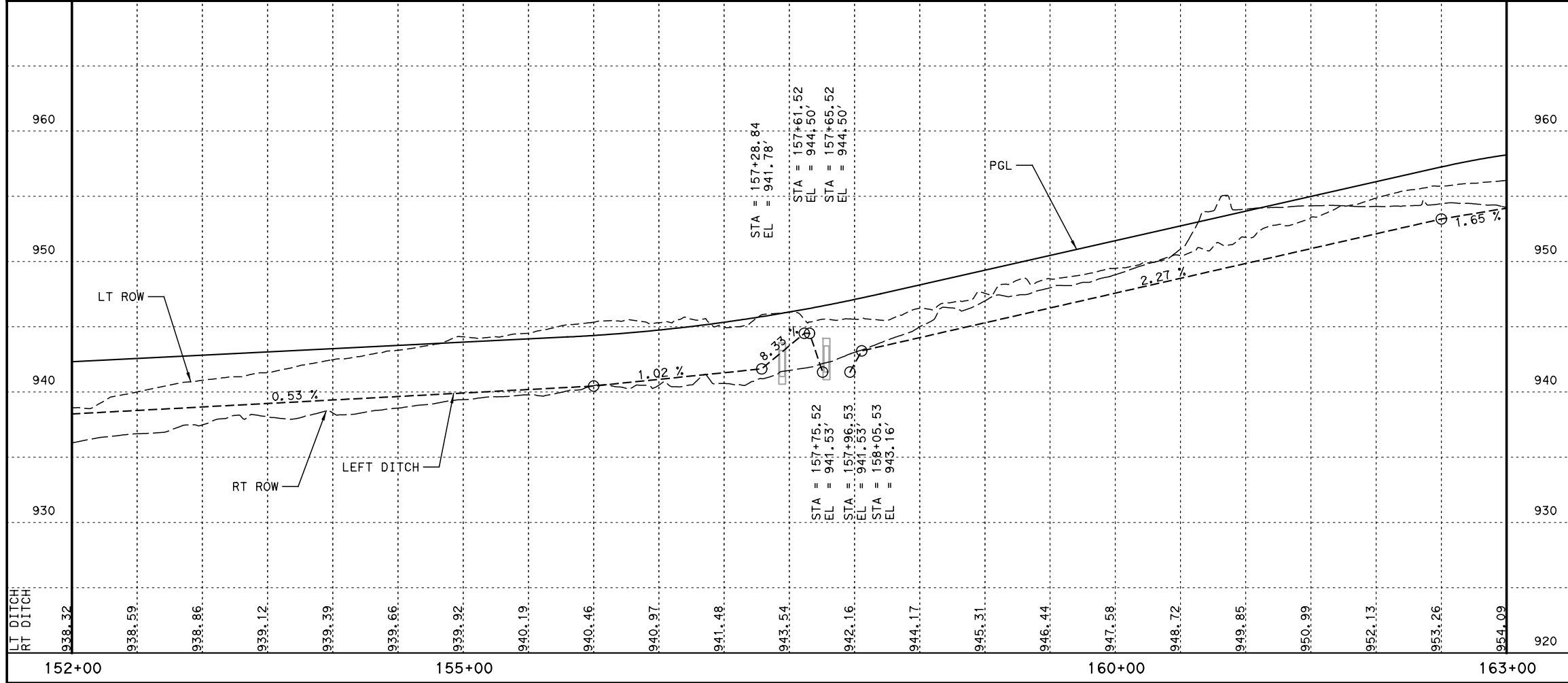
H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 13 OF 15

DESIGNED:	FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255

CHECKED:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
	XX	XX	XX	XX	XX	196

USER: AmyBennett
DATE: 1/24/2024 4:40:32 PM
SCRIPT: S:\08_Projects\22011_CR255\99 - Project Standards\CR255.dgn
FILE: c:\gann\benneit\dms\1862\CR255_DPP_14.dgn



LEGEND

DITCH XX . DITCH FLOWLINE

--- PROP CONTOUR

--- EXIST ROW

--- EXIST TOPOGRAPHY

--- 15'W --- EXIST UG UTILITY

--- OT --- EXIST OH UTILITY

--- EXIST CULVERTS

--- PROP ROADWAY

--- PROP WINGWALLS/CONTOURS

--- PROP CULVERT

--- PROP ROW

== EXIST STORM SEWER

== PROP STORM SEWER

○ PROP SET

▭ SRB TYPE 2, CLASS H (MUST BE TRM)

▨ RIPRAP (CONC)

▩ RIPRAP (STONE)

◁ DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD. REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.

NO.	REVISION	BY	DATE

This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

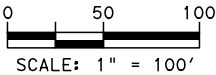
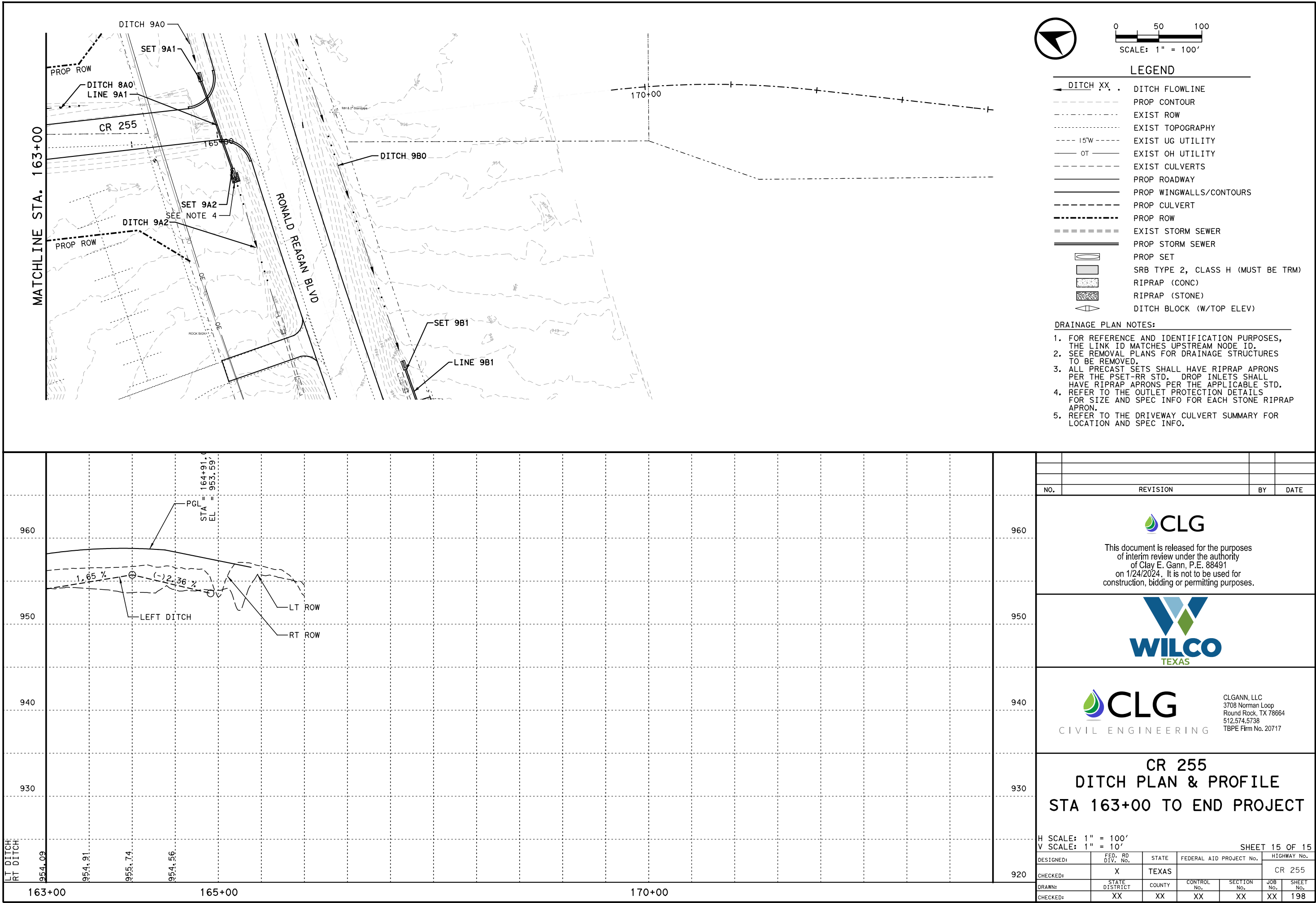
**CR 255
DITCH PLAN & PROFILE
STA 152+00 TO 163+00**

H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 14 OF 15

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
	X	TEXAS		CR 255
CHECKED:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
DRAWN:	XX	XX	XX	XX
CHECKED:				

USER: AmyBennett
DATE: 1/24/2024
SCRIPT: S:\08_Projects\22011_CR255\09 - Project Standards\CR255_1p10.dgn
FILE: c:\sg\amy.bennett\dm\01862\CR255_DPP_15.dgn

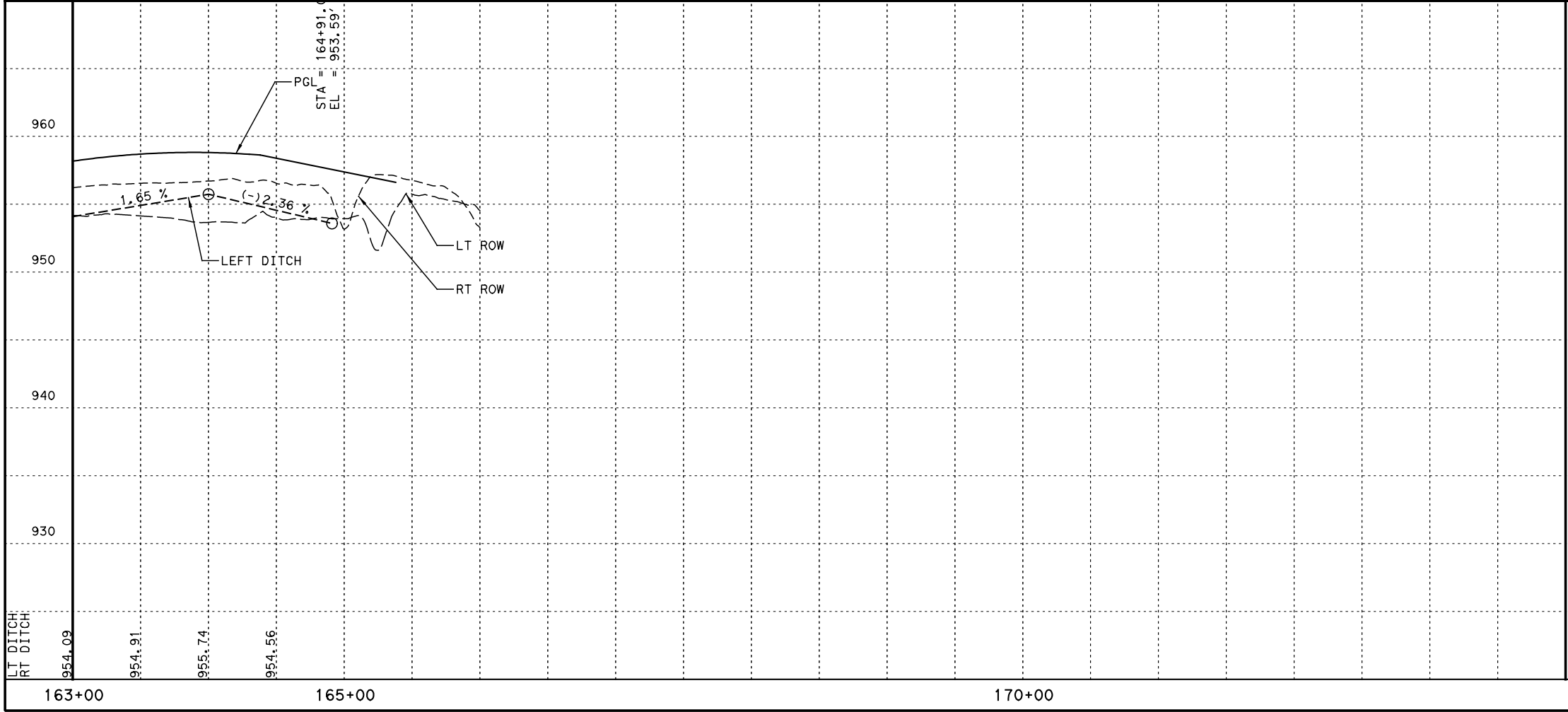


LEGEND


- DITCH XX . DITCH FLOWLINE
- PROP CONTOUR
- EXIST ROW
- EXIST TOPOGRAPHY
- 15'W --- EXIST UG UTILITY
- OT --- EXIST OH UTILITY
- EXIST CULVERTS
- PROP ROADWAY
- PROP WINGWALLS/CONTOURS
- PROP CULVERT
- PROP ROW
- ===== EXIST STORM SEWER
- ===== PROP STORM SEWER
- PROP SET
- ▭ SRB TYPE 2, CLASS H (MUST BE TRM)
- ▨ RIPRAP (CONC)
- ▩ RIPRAP (STONE)
- ◁ DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

1. FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
2. SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
3. ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
4. REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
5. REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.



NO.	REVISION	BY	DATE
-----	----------	----	------



This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.



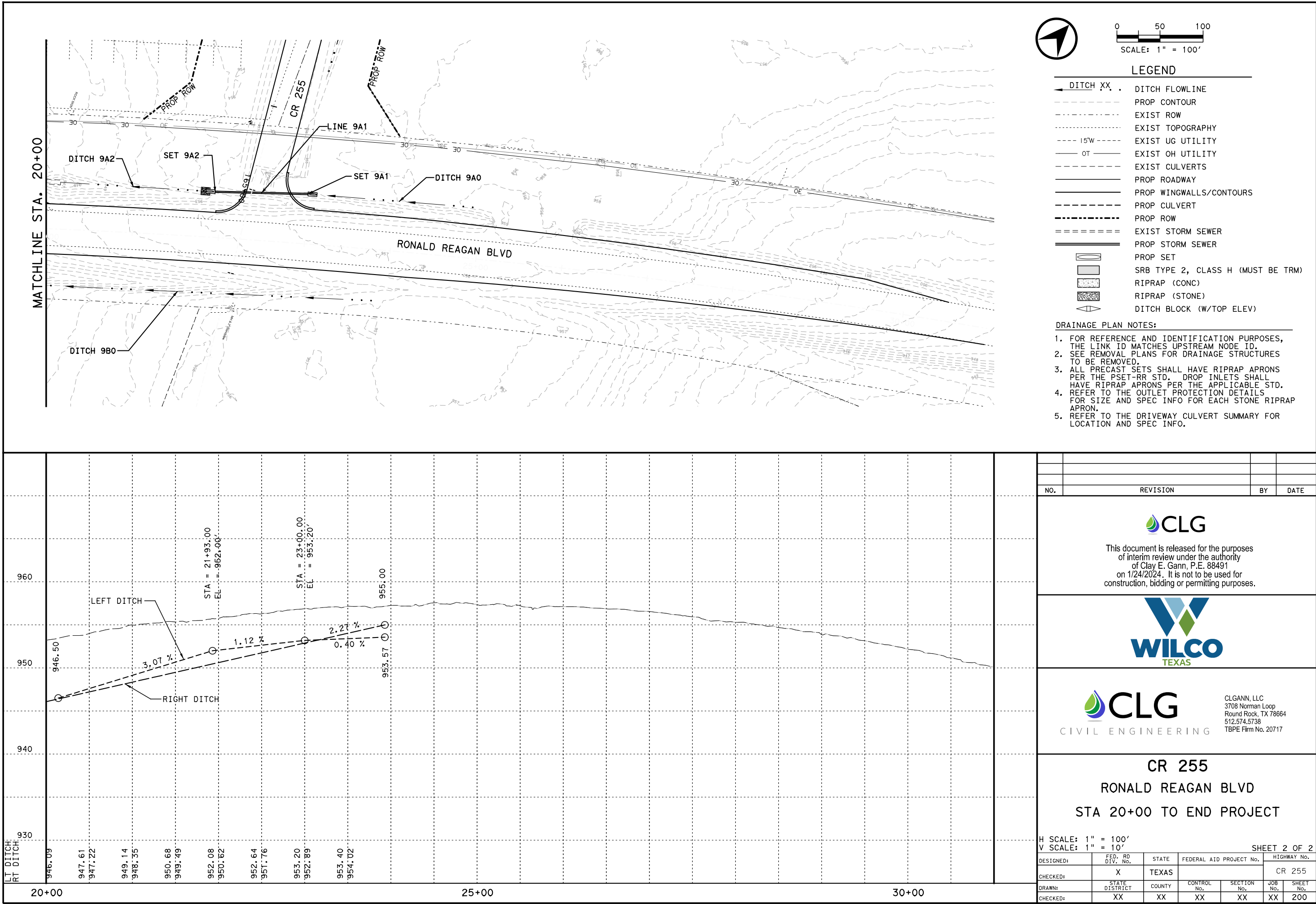


CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

CR 255
DITCH PLAN & PROFILE
STA 163+00 TO END PROJECT

H SCALE: 1" = 100'		V SCALE: 1" = 10'		SHEET 15 OF 15		
DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.		
CHECKED:	X	TEXAS		CR 255		
DRAWN:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
CHECKED:	XX	XX	XX	XX	XX	198

USER: AmyBennett
DATE: 1/24/2024
SCRIP: S:\08_Projects\22011_CR255\99 - Project Standards\CR255_11.dgn
FILE: c:\sg\amy.bennett\dm\51862\CR255_DPP_17.dgn



0 50 100
SCALE: 1" = 100'

LEGEND

- DITCH XX: DITCH FLOWLINE
- : PROP CONTOUR
- - - - -: EXIST ROW
- - - - -: EXIST TOPOGRAPHY
- - - - -: EXIST UG UTILITY
- - - - -: EXIST OH UTILITY
- - - - -: EXIST CULVERTS
- =====: PROP ROADWAY
- =====: PROP WINGWALLS/CONTOURS
- =====: PROP CULVERT
- =====: PROP ROW
- =====: EXIST STORM SEWER
- =====: PROP STORM SEWER
- [Symbol]: PROP SET
- [Symbol]: SRB TYPE 2, CLASS H (MUST BE TRM)
- [Symbol]: RIPRAP (CONC)
- [Symbol]: RIPRAP (STONE)
- [Symbol]: DITCH BLOCK (W/TOP ELEV)

DRAINAGE PLAN NOTES:

- FOR REFERENCE AND IDENTIFICATION PURPOSES, THE LINK ID MATCHES UPSTREAM NODE ID.
- SEE REMOVAL PLANS FOR DRAINAGE STRUCTURES TO BE REMOVED.
- ALL PRECAST SETS SHALL HAVE RIPRAP APRONS PER THE PSET-RR STD. DROP INLETS SHALL HAVE RIPRAP APRONS PER THE APPLICABLE STD.
- REFER TO THE OUTLET PROTECTION DETAILS FOR SIZE AND SPEC INFO FOR EACH STONE RIPRAP APRON.
- REFER TO THE DRIVEWAY CULVERT SUMMARY FOR LOCATION AND SPEC INFO.



This document is released for the purposes of interim review under the authority of Clay E. Gann, P.E. 88491 on 1/24/2024. It is not to be used for construction, bidding or permitting purposes.



CIVIL ENGINEERING

CLGANN, LLC
3708 Norman Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717

CR 255


RONALD REAGAN BLVD

STA 20+00 TO END PROJECT

H SCALE: 1" = 100'
V SCALE: 1" = 10'

SHEET 2 OF 2

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:	X	TEXAS		CR 255
DRAWN:	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
CHECKED:	XX	XX	XX	XX

The logo for SWCA is a large, light blue, stylized monogram of the letters 'S', 'W', 'C', and 'A' arranged vertically on the left side of the page.

Threatened and Endangered Species Habitat Assessment for the County Road 255 Improvements Project, Williamson County, Texas

JULY 2023

PREPARED FOR
HNTB Corporation

PREPARED BY
SWCA Environmental Consultants

**THREATENED AND ENDANGERED SPECIES
HABITAT ASSESSMENT FOR THE COUNTY ROAD 255
IMPROVEMENTS PROJECT, WILLIAMSON COUNTY, TEXAS**

Prepared for

HNTB Corporation
101 East Old Settlers Boulevard
Suite 225
Round Rock, Texas 78664

Prepared by

SWCA Environmental Consultants
4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
(512) 476-0891
www.swca.com

SWF-2023-00430

July 2023

CONTENTS

1	Introduction	1
2	Methods	1
3	Project Area Description	3
3.1	Geology, Karst, and Soils	3
3.2	Hydrology	7
3.3	Vegetation.....	7
4	Threatened and Endangered Species Habitat Assessment	10
4.1	Regulatory Background Information	10
4.2	Species Background Information	10
4.3	Potential for Occurrence.....	13
4.3.1	Monarch Butterfly.....	13
4.3.2	Tricolored Bat	13
5	Conclusions	16
6	Literature Cited	17

Appendices

Appendix A. U.S. Fish and Wildlife Service Information for Planning and Consultation (IPaC) List
Appendix B. Photograph Log

Figures

Figure 1. Project area location map.	2
Figure 2. Project area geology map.	5
Figure 3. Project area compared to the karst zones mapped by Veni and Jones (2021).	6
Figure 4. Drainages and wetlands within and near the project area as mapped by the NHD and NWI.	8
Figure 5. Edwards Aquifer Recharge and Contributing Zone map with streams depicted by the NHD.	9
Figure 6. TXNDD (2022) showing federally protected species occurrences in the general vicinity of the project area.	15

Tables

Table 1. Soil Map Units within the Project Area	4
Table 2. Species of Concern for Non-Wind Energy Projects in Williamson County	11

1 INTRODUCTION

HNTB Corporation, on behalf of Williamson County, retained SWCA Environmental Consultants (SWCA) to complete a threatened and endangered species habitat assessment for the proposed County Road 255 Improvements Project (project) in Williamson County, Texas. The project is located just east of Interstate Highway 183 and extends 2.9 miles north of Ronald Reagan Boulevard. Proposed improvements include straightening and widening the existing two lanes to a four-lane (two in each direction) divided roadway (Figure 1). The proposed improvements would be constructed within an approximately 136-foot-wide right-of-way for approximately 2.9 miles of roadway. The total survey area for the roadway, bridge, and intersection improvements for the project is 55.5 acres (project area).

The purpose of this habitat assessment is to evaluate the project's potential impacts on federally listed threatened or endangered species as protected under the Endangered Species Act of 1973, as amended (ESA) (16 U.S. Code 1531–1544 et seq.), to ensure the project is performed in compliance with the provisions of the ESA. This report also investigates potential impacts to species currently proposed for federal listing, as well as those that the U.S. Fish and Wildlife Service (USFWS) has designated as candidates for federal listing.

2 METHODS

SWCA biologists performed field investigations on January 25, 2023, and May 5, 2023, to search for potentially suitable habitat for federally threatened and endangered species habitat within the project area. SWCA used the following sources to conduct a desktop analysis of the project area prior to conducting the field investigation:

- U.S. Geological Survey (USGS) Leander NE, Texas, 7.5-minute quadrangle map (USGS 2022)
- National Wetlands Inventory (NWI) maps (USFWS 2022)
- National Hydrography Dataset (NHD) data (USGS 2018)
- Federal Emergency Management Agency (FEMA) National Flood Hazard Layer Viewer (FEMA 2022)
- Natural Resource Conservation Service (NRCS) soils data (NRCS 2019)
- Texas Parks and Wildlife Department (TPWD) Texas Natural Diversity Database (TXNDD) (2022)
- Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Viewer (TCEQ 2022)
- USFWS (2023) Information for Planning and Consultation (IPaC) System (Appendix A)

During the field investigation, SWCA biologists recorded the vegetation communities and other existing conditions within the project area. SWCA used a Samsung Galaxy Tab Active2 SM-T390 and Geode real-time GPS receiver with sub-meter accuracy to geographically reference points of interest. SWCA used geographic information system (GIS) software to generate map figures. SWCA did not conduct species-specific presence/absence surveys as part of this habitat assessment. Appendix B provides photographs of the project area taken during the field investigation.

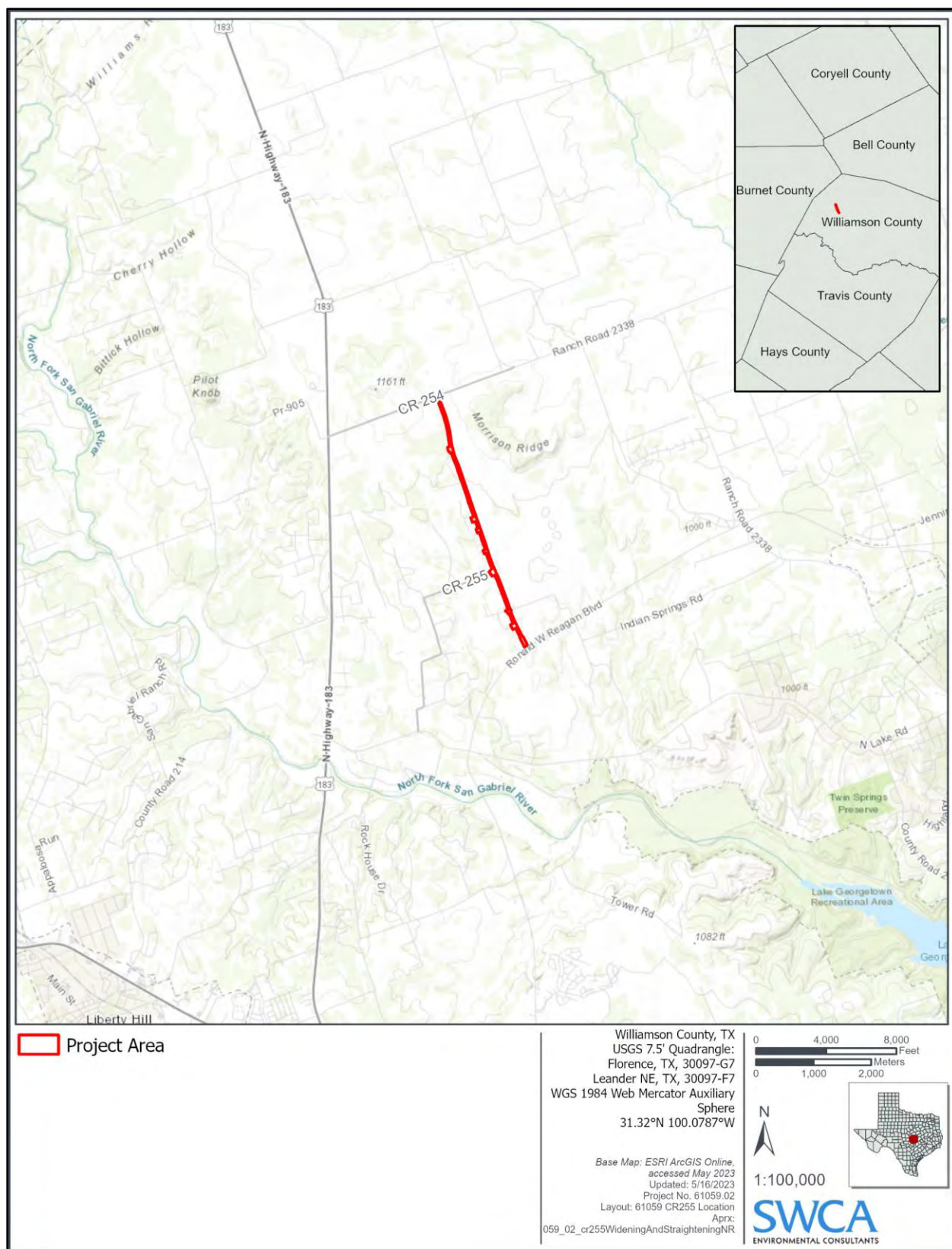


Figure 1. Project area location map.

3 PROJECT AREA DESCRIPTION

Existing conditions within and adjacent to the project area are a mixture of rural and urban land uses. Medium- and high-density developments present along the project area consist of driveways to private residences and several commercial buildings intermixed with agricultural land or rural developments (Appendix B, Photographs 1–2). The northern and eastern portions of the project area largely rangelands and pastures with some mixed forest (Appendix B, Photographs 3–5). The topography of the project area is gently rolling. Ground elevation within the project area ranges from ± 284 to ± 321 feet above mean sea level.

3.1 Geology, Karst, and Soils

Approximately 45.5% of the project area is underlain by Bee Cave Marl, which consists of Chert limestone and fine-grained dolomite. The Cedar Park geological formation makes up approximately 40.7% of the project area and is composed of clay, limestone, and shale. Approximately 8.7% of the project area is underlain by Upper Glen Rose Limestone, which consists of layers composed of limestone, clay, and sand, with some sandstone. Approximately 5.1% of the project area is underlain by Keys Valley Marl, which consists of layers of composed of clayey limestone, silt, and sand. (Bureau of Economic Geology 1974; Collins 2005). Figure 2 depicts the surface geology of the project area.

The project area is located within the North Williamson County Karst Fauna Region (KFR) as described by Veni and Jones (2021). The boundaries of this KFR are described as “extending north from the North Fork of the San Gabriel River to where the cavernous unit is crossed by Buttermilk Creek. Its eastern boundary is delineated along a fault at the edge of the cavernous unit, and the west boundary is located where the cavernous unit is removed by erosion” (Veni and Jones 2021). Broadly, the North Williamson County KFR is known to contain two endangered species of karst invertebrates (karst invertebrates are also referred to as “trogllobites”): the Coffin Cave mold beetle and the Bone Cave harvestman. These species are dependent on karst voids and specific karst features of Edwards limestone. The Veni and Jones (2021) KFRs generally map the separate and distinct ecological communities present within the Edwards limestone complex of the Austin area and describe the known endangered karst invertebrates within each of those communities, whereas Karst Zones (also described by Veni and Jones 2021) describe the likelihood of those species’ occurrence and are defined thusly:

- **Karst Zone 1:** Areas known to contain endangered cave fauna
- **Karst Zone 2:** Areas having a high probability of suitable habitat for endangered or other endemic invertebrate cave fauna
- **Karst Zone 3:** Areas that probably do not contain endangered cave fauna
 - *Karst Zone 3a:* Areas suitable for trogllobite species but which have a low probability of containing endangered karst species because the habitat is occupied by other trogllobite species
 - *Karst Zone 3b:* Areas which have a low probability of containing endangered karst species because they are poorly suited for trogllobite species
- **Karst Zone 4:** Areas which do not contain endangered cave fauna
 - *Karst Zone 4a:* Areas suitable for trogllobite species but which do not contain endangered karst species because the habitat is occupied by other trogllobite species
 - *Karst Zone 4b:* Areas which do not contain trogllobite species

The project area is entirely mapped as Karst Zone 4b (see Figure 3).

According to the NRCS (2019), the project area contains five soil map units. The majority of the mapped soil units within the project area consist of clay, cobbly clay, and silty clay soils (Table 1). None of the five soil map units are classified as hydric by the NRCS (2019).

Table 1. Soil Map Units within the Project Area

Soil Map Unit Name	Soil Description	Hydric Soil	Acres within Project Area	Percentage of Project Area
Fairlie clay, 1 to 2 percent slopes	Residuum weathered from Austin chalk formation occurs on ridges.	No	19.1	34.4
Doss silty clay, moist, 1 to 5 percent slopes	Residuum weathered from limestone occurs on hillslopes.	No	13.2	23.8
Eckrant cobbly clay, 1 to 8 percent slopes	Residuum weathered from limestone occurs on ridges.	No	12.0	21.6
Denton silty clay, 1 to 3 percent slopes	Silty and clayey slope alluvium over residuum weathered from limestone occurs on hillslopes.	No	8.5	15.2
Brackett association, 1 to 8 percent slopes	Residuum weathered from limestone occurs on ridges.	No	2.7	5.0
Total			55.5	100.0%

Source: NRCS (2019).

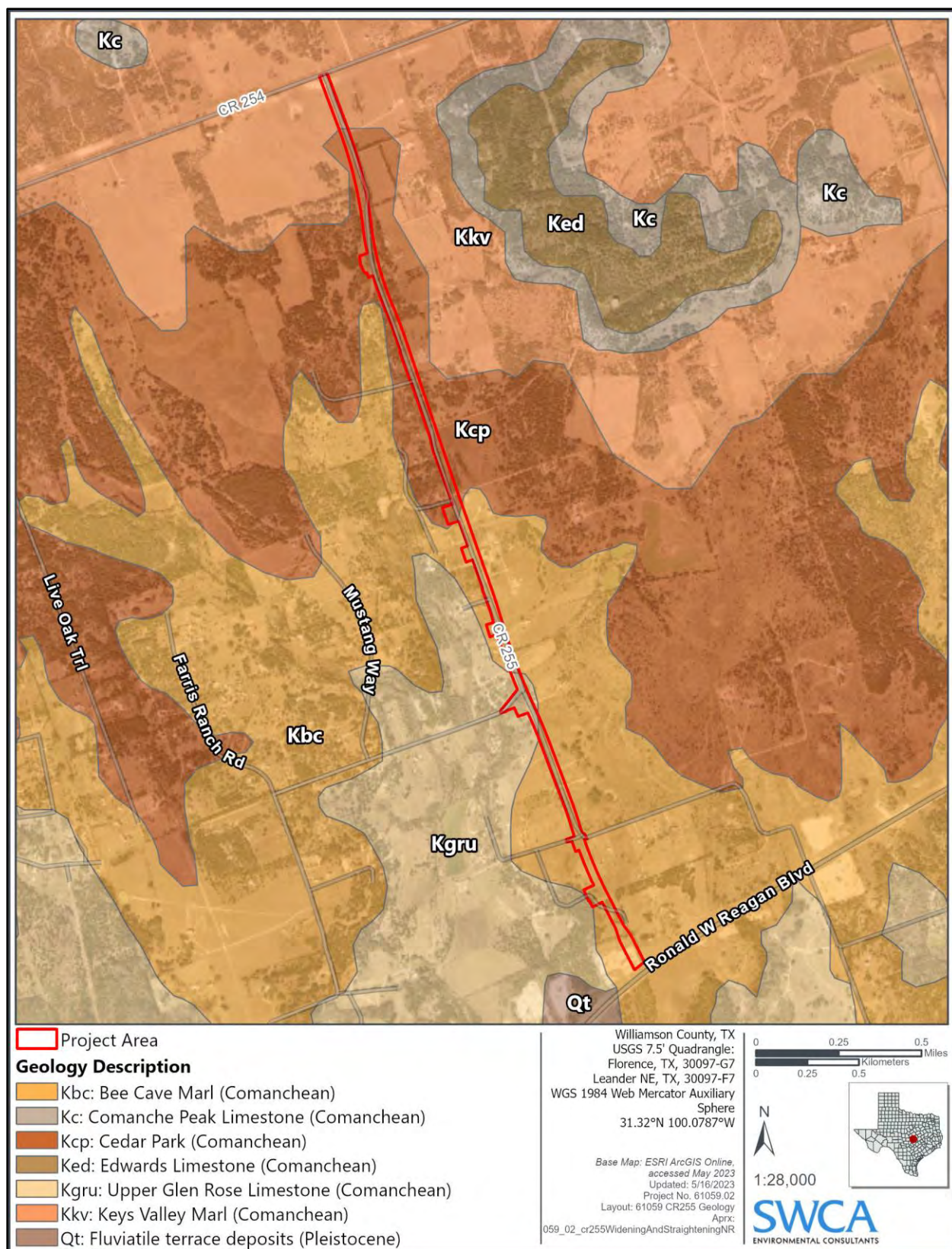


Figure 2. Project area geology map.

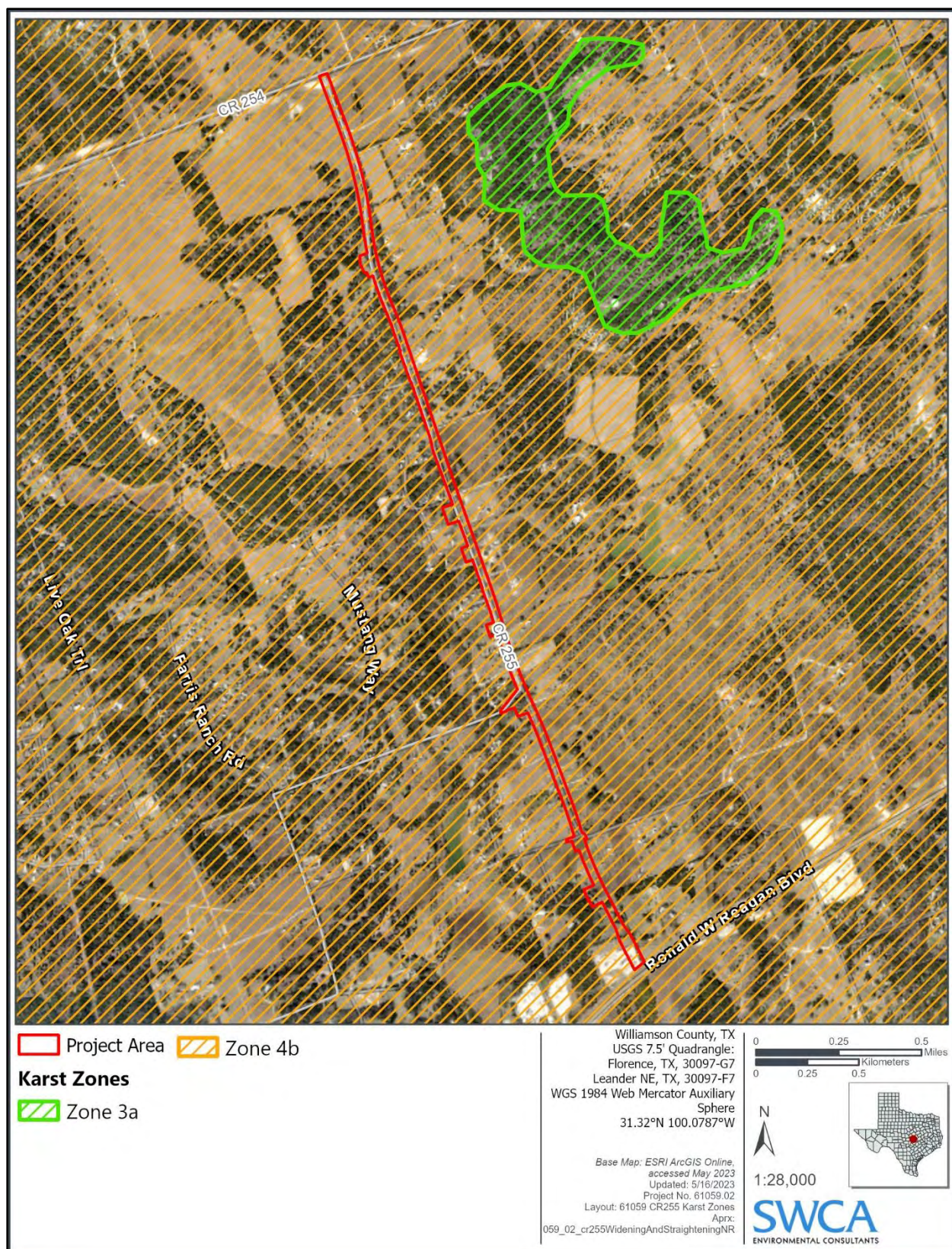


Figure 3. Project area compared to the karst zones mapped by Veni and Jones (2021).

3.2 Hydrology

The project area is within the North Fork San Gabriel River watershed of the Brazos River Basin (TPWD 2022). The primary source of surface water within the project area is precipitation runoff (overland flow) from the undeveloped lands adjacent to the project area. Surface water in the southern portions of the project area generally flows east into North Fork San Gabriel River, located approximately 2 miles south of the project area. The North Fork San Gabriel River flows east into lake Georgetown, approximately 2.1 miles southeast of the project area. Surface water in the northern portions of the project area generally flows northeast into North Fork San Gabriel River, which flows through the northern portion of the project area. The FEMA Flood Insurance Rate Map panels (48491C0275E and 48491C0100E) for this region indicate that none of the project area is within Zone A, within the 100-year floodplain (FEMA 2022). Figure 4 depicts drainages and wetlands within and near the project area as depicted by the NHD and NWI. Appendix B, Photographs 6 and 7 depict ephemeral streams found within the project area.

The entire project area lies within the EACZ (TCEQ 2008), meaning that surface water runoff from the project area has potential to be carried down-gradient to the EARZ (Jones 2003). Precipitation that infiltrates the ground within the project area has potential to reach the Edwards Aquifer. Groundwater within the Northern Segment of the Edwards Aquifer has a regional flow direction that is overall to the northeast, although locally it may travel in other directions as a result of faults, springs, or other features (Jones 2003).

The project area is within the contributing zone for the Northern Segment of the Edwards Aquifer (TCEQ 2022) (Figure 5). The entire project area lies within the Edwards Aquifer Contributing Zone (EACZ), indicating that surface water runoff from the project area has potential to be carried down-gradient to the Edwards Aquifer Recharge Zone (EARZ) within nearby drainages (TCEQ 2008).

3.3 Vegetation

The project area is located within the Balcones Canyonlands (ecoregion 30c) subdivision of the Texas Edwards Plateau Level IV ecoregion (Griffith et al. 2007). Development within the project area has resulted in the removal of some vegetation along the roadway. Where present, vegetation is primarily herbaceous with Johnsongrass (*Sorghum halepense*), Texas wintergrass (*Nassella leucotricha*), Bermudagrass (*Cynodon dactylon*), and silver bluestem (*Bothriochloa saccharoides*). SWCA identified two vegetation communities within the undeveloped portion of the project area: mixed forest and rangeland.

The mixed forest vegetation community is primarily located along waterways, as riparian corridors, and the western side of the project area. The tree stratum consists of Ashe juniper (*Juniperus ashei*), cedar elm (*Ulmus crassifolia*), green ash (*Fraxinus pennsylvanica*), and plateau live oak (*Quercus fusiformis*). The sapling/shrub stratum consists of the previously mentioned tree species in addition to elbowbush (*Forestiera pubescens*). Tree height ranges from 20 to 30 feet and canopy cover ranges from 40% to 60% (see Appendix B, Photograph 5).

The rangeland vegetation community is in areas used for livestock grazing within the project area. The tree stratum of this vegetation community consists of cedar elm, plateau live oak, and Ashe juniper. Grasses within this vegetation community include Johnsongrass, Bermudagrass, white tridens (*Tridens albescens*), and silver bluestem. There are very few scattered trees and herbaceous species in this community, including cedar elms, and plateau live oak (see Appendix B, Photographs 3 and 4).

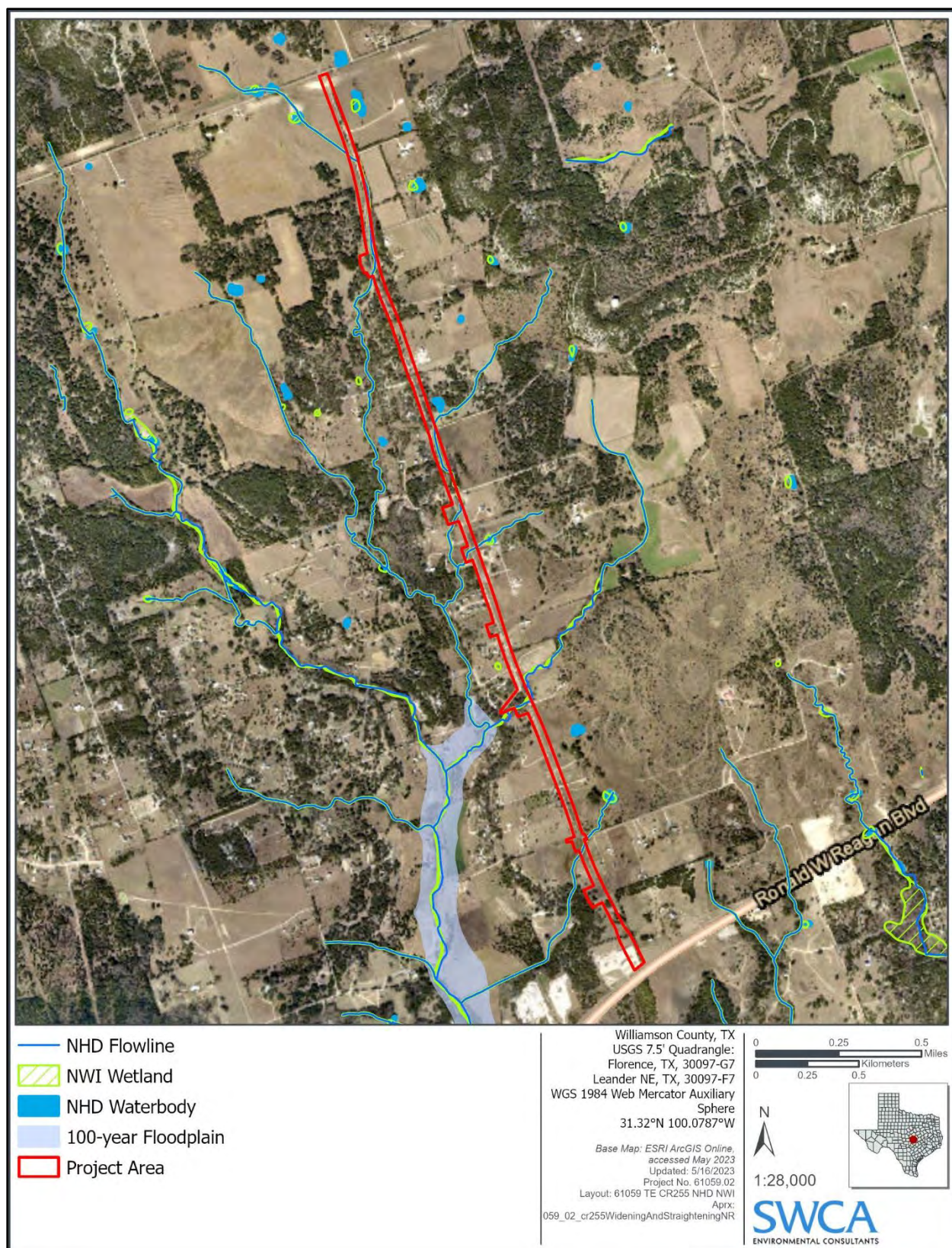


Figure 4. Drainages and wetlands within and near the project area as mapped by the NHD and NWI.

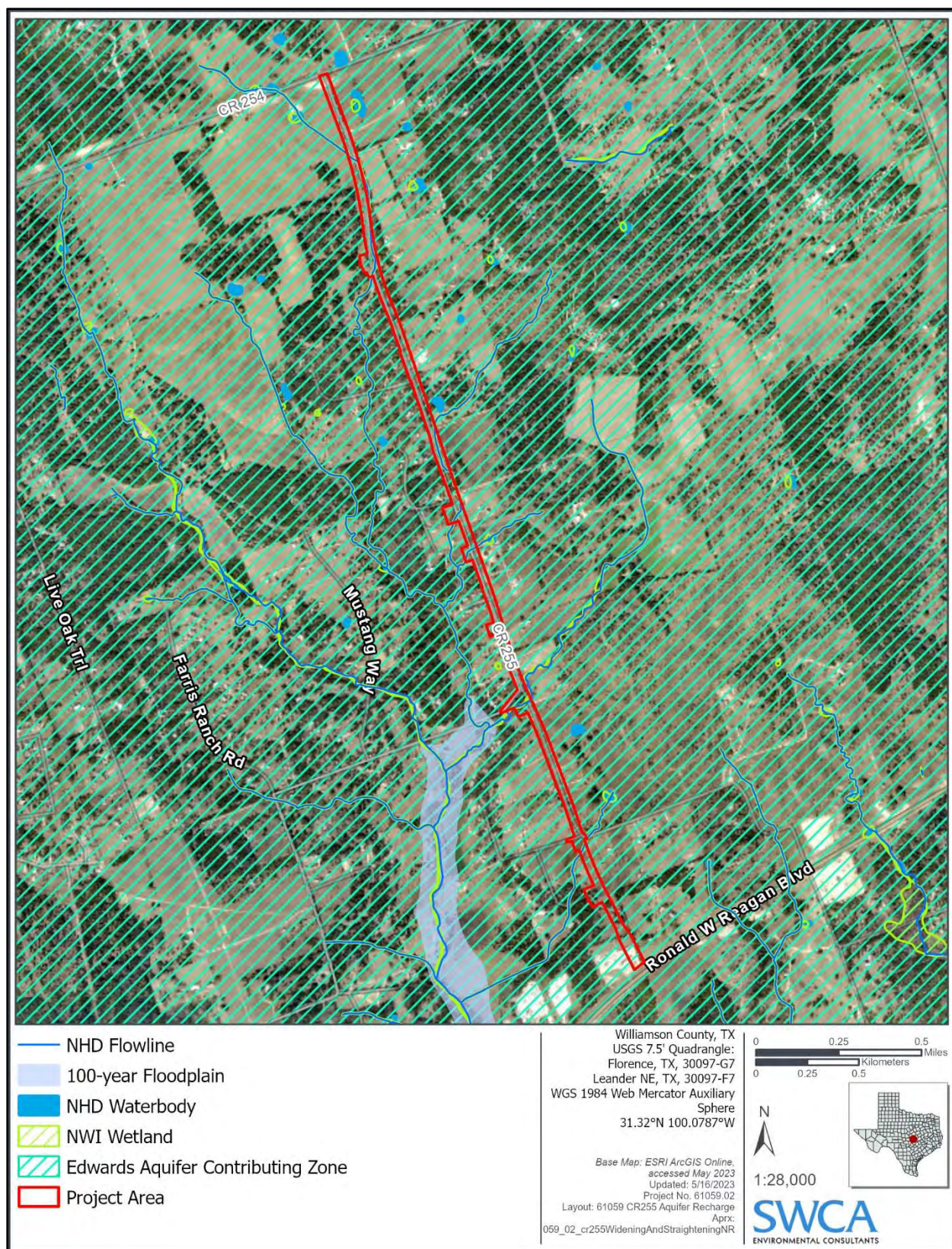


Figure 5. Edwards Aquifer Recharge and Contributing Zone map with streams depicted by the NHD.

4 THREATENED AND ENDANGERED SPECIES HABITAT ASSESSMENT

4.1 Regulatory Background Information

Section 9 of the ESA prohibits the take of federally listed endangered species of fish and wildlife. The ESA defines “take” as “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct” (16 U.S. Code 1532 (19)).

USFWS regulations define “harm” as an “act which actually kills or injures wildlife and may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns including breeding, feeding or sheltering” (50 Code of Federal Regulations 17.3). USFWS regulations define “harass” as “an intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering” (50 Code of Federal Regulations 17.3). The USFWS issued guidance to its Regional Directors on April 26, 2018, further clarifying that a demonstration of harm via habitat modification must find that habitat modification is likely to be significant, that the significant habitat modification is also likely to significantly impair an essential behavior pattern of a listed species, and that the significant behavioral impairment is likely to result in the actual killing or injuring of listed wildlife (Sheehan 2018).

The USFWS designates species as candidates for listing as threatened or endangered through a review process that determines whether the listing of candidate species is warranted or not. If the agency determines that the listing of a species is warranted, it will publish a proposed listing rule in the Federal Register. Candidate species are not afforded protection under the ESA; however, once proposed to be listed as threatened or endangered, federal agencies often treat them as if they are listed species.

4.2 Species Background Information

The USFWS (2023) IPaC database identifies 14 federally listed, federally proposed, and federal candidate species known to occur or as having potential to occur in the project area (see Appendix A). These include five threatened species, six endangered species, two species proposed for listing as threatened or endangered, and one candidate species proposed for federal protection. These species consist of a combination of amphibians, arthropods, birds, mollusks, and plants. The USFWS (2023) indicates that the potential for impacts to two of the bird species included on the IPaC list, the threatened piping plover (*Charadrius melodus*) and threatened/endangered rufa red knot (*Calidris canutus rufa*), need only be considered for wind energy projects in Williamson County and are, therefore, omitted from discussion in this report.

There is no critical habitat for any of the above listed species within the project area.

Table 2 identifies the threatened, endangered, proposed, and candidate species addressed in this assessment and summarizes their likelihood of occurrence in the project area. Determination of the potential for local species’ occurrence was based on 1) existing information on distribution, and 2) qualitative comparisons of the habitat requirements of each species against habitat conditions occurring within the project area. SWCA identified the potential for occurrence of species using the following categories:

- *Known to occur*: The species was documented in the project area either during or prior to the habitat assessment by a reliable observer.

- *May occur*: The project area is within the species' currently known range and geology, soils, vegetation, and water quality conditions, among other factors, resemble those known to be used by the species.
- *Unlikely to occur*: The project area is within the species' currently known range, but geology, soils, vegetation, and water, among other factors, do not resemble those known to be used by the species.
- *None*: The project area is clearly outside the species' currently known and expected range.

Table 2. Species of Concern for Non-Wind Energy Projects in Williamson County

Common Name	Scientific Name	Status*	Range or Habitat Requirements	Potential for Occurrence in Project Area
Amphibians				
Georgetown salamander	<i>Eurycea naufragia</i>	T	This species is restricted to springs, spring runs, and the Edwards Aquifer in the North Fork San Gabriel River drainages south of Lake Georgetown in Williamson County (Devitt et al. 2019).	None because the project area is outside known range.
Salado salamander	<i>Eurycea chisholmensis</i>	T	This species is restricted to springs, spring runs, and underlying Edwards Aquifer in Bell County and northern Williamson County, north of Lake Georgetown (Devitt et al. 2019).	None because the project area is outside known range, which occurs approximately 1.5 miles east of the project area, where the Edwards Aquifer occurs in the subsurface.
Arthropods				
Bone Cave harvestman	<i>Texella reyesi</i>	E	Inhabits Edwards limestone caves, enlarged rock joints, sinkholes, and smaller karst conduits where subsurface voids are in permanent darkness (USFWS 2018a).	None because the project area is within Karst Zone 4b (see Figure 3) and the project area is not underlain by Edwards Limestone.
Inner Space Caverns mold beetle (syn. Coffin Cave mold beetle)	<i>Batrissodes texanus</i>	E	Inhabits Edwards limestone caves, enlarged rock joints, sinkholes, and smaller karst conduits where subsurface voids are in permanent darkness (USFWS 2018b).	None because the project area is within Karst Zone 4b (see Figure 3) and the project area is not underlain by Edwards Limestone.
Monarch butterfly	<i>Danaus plexippus</i>	C	Inhabits environments that support milkweed (<i>Asclepias</i> spp.) and other blooming nectar plants (Cardno 2020)	May occur because the project area includes grasslands that could provide habitat during breeding and migration (Cardno 2020). See Section 4.3.4.
Tooth Cave ground beetle	<i>Rhadine persephone</i>	E	Inhabits Edwards limestone caves, enlarged rock joints, sinkholes, and smaller karst conduits where subsurface voids are in permanent darkness (USFWS 2018c). Species is known from southwestern Williamson County and northwestern Travis County.	None because the project area is outside known range.
Tooth Cave spider	<i>Tayshaneta myopica</i>	E	Inhabits Edwards limestone caves, enlarged rock joints, sinkholes, and smaller karst conduits where subsurface voids are in permanent darkness (USFWS 2018d). South central portions of Williamson County and north-central Travis County.	None because the project area is outside known range.
Birds				

Common Name	Scientific Name	Status*	Range or Habitat Requirements	Potential for Occurrence in Project Area
Golden-cheeked warbler	<i>Setophaga chrysoparia</i>	E	Occurs on the Edwards Plateau during the breeding season (early to mid-March to July/August) (Lockwood and Freeman 2014). Inhabits areas with mature woodlands having a high percentage of canopy closure and composed of a mixture of Ashe juniper, broad-leaved deciduous trees, and plateau live oak (Campbell 2003).	Unlikely to occur due to lack of potentially suitable habitat within the project area.
Whooping crane	<i>Grus americana</i>	E	Migrates across central Texas during spring and fall, may stop over in suitable habitat (Campbell 2003; Lockwood and Freeman 2014). Campbell (2003) indicates suitable migratory habitat includes cropland, large wetland areas, and that the species is known to roost near large rivers with sandbars, far from human disturbance.	Unlikely to occur. Although the project area is located within the migration corridor of this species, the project area does not contain suitable stopover habitat (Campbell 2003). However, lands adjacent to the project area may provide suitable foraging habitat during migration.
Mammals				
Tricolored bat	<i>Perimyotis subflavus</i>	PE	Occurs within a wide range of habitats and is known from Williamson County. This species may roost within caves, buildings, and culverts during winter and may utilize the same habitat plus a wide variety of trees for roosting during summer (USFWS 2021b).	May occur within nearby tree canopy. See Section 4.3.7.
Mollusks				
False spike	<i>Fusconaia mitchelli</i>	PE	Inhabits moderate to large streams in the Brazos and Colorado River basins (Randklev et al. 2017).	None , due to a lack of perennial drainages within the project area.
Plants				
Bracted twistflower	<i>Streptanthus bracteatus</i>	T	Occurs on rocky hillsides and slopes on the Edwards Plateau but is not known from Williamson County (Leonard and Van Auken 2014). The species prefers Tarrant, Brackett, or Speck soils over the Edwards, Glen Rose, and Walnut geologic formations (USFWS 2021c).	Unlikely to occur because although preferred soil types do occur within project area, this species is not currently known to occur in Williamson County.

Source: USFWS (2023).

* E = Endangered; T = Threatened; PE = Proposed Endangered; PT = Proposed Threatened; C = Candidate

None of the species identified in Table 2 are *known to occur* in the project area. The monarch butterfly (*Danaus plexippus*) and tricolored bat *may occur* in the project area. The golden-cheeked warbler (*Setophaga chrysoparia*), whooping crane (*Grus americana*), and bracted twistflower (*Streptanthus bracteatus*) are considered *unlikely to occur*. The Georgetown salamander (*Eurycea naufragia*), Salado salamander (*Eurycea chisholmensis*), Bone Cave harvestman (*Texella reyesi*), Inner Space Caverns mold beetle (syn. Coffin Cave mold beetle) (*Batrisodes texanus*), Tooth Cave ground beetle (*Rhadine persephone*), Tooth Cave spider (*Tayshaneta myopica*), False spike (*Fusconaia mitchelli*) have no likelihood of occurrence.

Species identified in Table 2 with potential for occurrence in the project area that were determined to be *unlikely to occur* and *none* are not addressed further in this assessment. Section 4.3 provides a discussion of the potential for the monarch butterfly and tricolored bat to occur in the project area.

Figure 6 shows recorded localities of federally listed species from the general vicinity of the project area as held in the TXNDD (2022). The TXNDD is a repository for records of federally listed, state-listed, and other rare species maintained by the TPWD (2022). As depicted in Figure 6, the TXNDD (2022) does not contain records of federally listed species from within or immediately adjacent to the project area.

4.3 Potential for Occurrence

4.3.1 *Monarch Butterfly*

The potential for monarch butterfly to occur in the project area met the definition of *may occur* as provided in Section 4.2. Monarch butterfly habitat includes grassland or shrubland habitats with native grasses and shrubs, including milkweed (*Asclepias* spp.), which serves as an obligate host plant for egg-deposition, and other flowering plants for nectar (Cardno 2020). The eastern migratory population of monarch butterfly funnels through Texas during the spring and fall migration periods (Cardno 2020), making this region of the country especially important for migrants.

Several records of monarch butterfly have been submitted within vicinity of the project area (iNaturalist 2022). The closest observation was approximately 1.2 miles southwest of the project area and was submitted in April 2020. The nearest milkweed species (antelopehorn milkweed [*Asclepias asperula*]) reported to iNaturalist (2022) was observed approximately 0.8 miles southwest of the southern extent of the project area in June 2023. SWCA field biologists did not observe any milkweed (*Asclepias* spp.) during the field reconnaissance within the project area. Therefore, SWCA has determined that this species *may occur* within the project area.

4.3.2 *Tricolored Bat*

Tricolored bats are woodland-dwelling bats that prefer riparian areas and forest edge habitats (Amelon 2006). This species is known to occur in Williamson County and is expected to be a common to abundant resident of the region (USFWS 2021b). Tricolored bats summer in a variety of landscapes, but they prefer to roost in open woodlands or within forest edges along waterways such as streams and ponds (Amelon 2006). These bats roost in live and dead leaf clusters of deciduous hardwood trees and hibernate during the winter in caves and mines (USFWS 2021b). Hein et al. (2009) found that the presence of roads adjacent to forested corridors positively influenced the abundance of the species using forest edges. The tricolored bat tends to forage within approximately 2.5 miles of their summer roosting sites (Veilleux et al. 2003). Within Texas, tricolored bats hibernate (overwinter) in caves or human-made structures such as large culverts instead (USFWS 2021b). This species exhibits high site fidelity with many individuals returning year after year to the same hibernaculum (USFWS 2021b). Migration from winter hibernacula to summer foraging grounds in the spring is not well studied, but the maximum migration distance recorded was 151 miles (Samoray et al. 2019). Breeding season for these small bats is between the middle of August and the middle of October with a long gestation where young are born roughly between May and July.

iNaturalist (2022) has many records of tricolored bat from within the vicinity of the project area, with the nearest observations from caves nearby Lake Georgetown. However, iNaturalist (2022) obscures location data for sensitive species, such as the tricolored bat, within a 15-mile radius of its original observation point; therefore, it is unknown where the exact locations of such observations have occurred. Although the great majority of tricolored bat records submitted to iNaturalist (2022) from Williamson County are audio recordings, the images submitted are all from caves, except for three records photographed on the

side of buildings in October 2019 (2) and October 2021 (1), and several audio observations scattered within 5 miles of these caves.

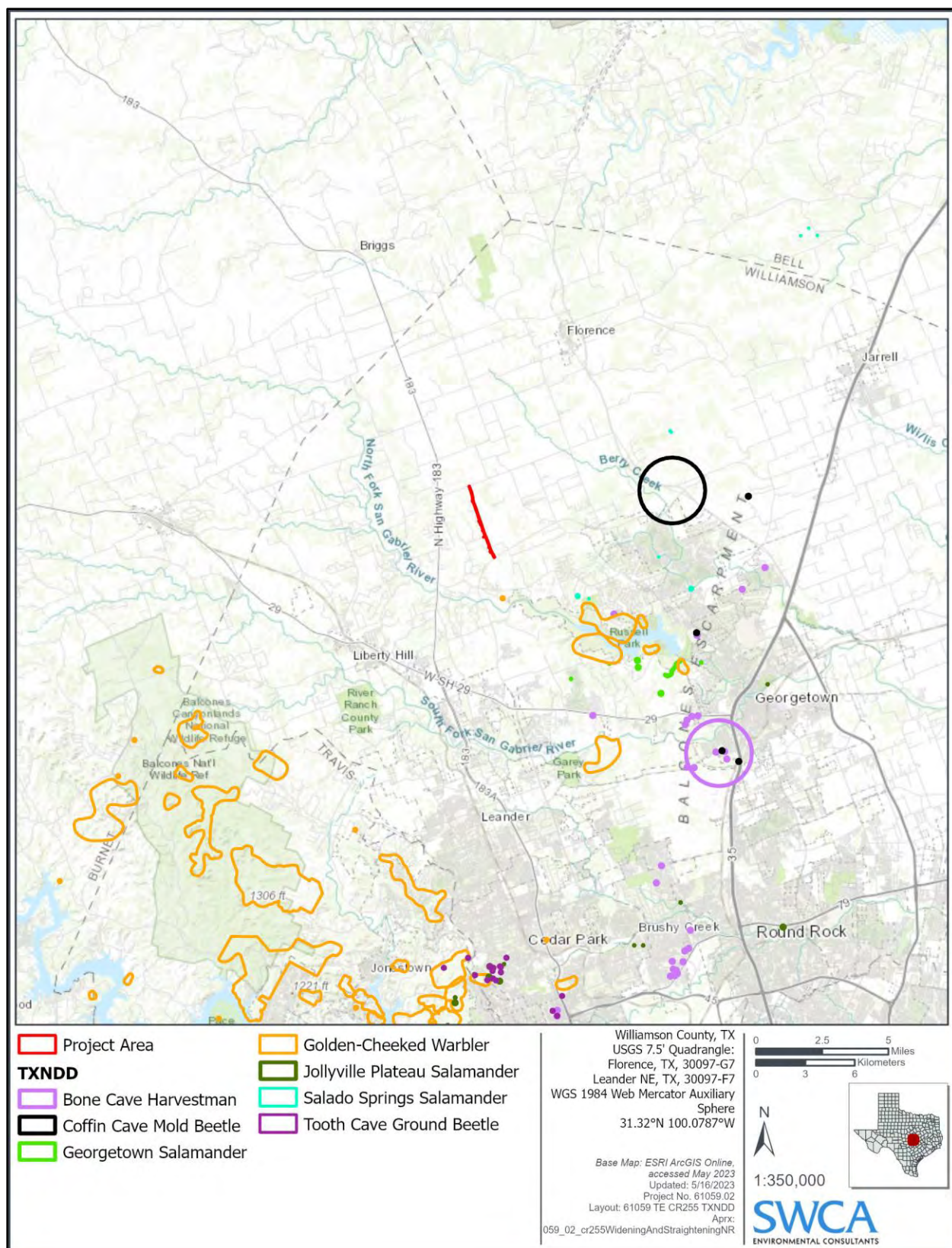


Figure 6. TXNDD (2022) showing federally protected species occurrences in the general vicinity of the project area.

Tricolored bats may forage around the trees and adjacent grasslands present within the project area, particularly those trees following watercourses. They could also roost in the trees of the project area during the summer months, but would not be expected to roost in some of the bridges or culverts present beneath the project area in the winter months. Given that the tricolored bat has an extensive range, is a habitat generalist, and the project area contains habitat such as deciduous hardwood trees along watercourses, it is possible that this species *may occur* within the project area.

5 CONCLUSIONS

The monarch butterfly and tricolored bat may occur in the project area. The remaining species listed in Table 2 are either *unlikely to occur* or have no likelihood of occurrence within the project area. Neither species is currently federally protected under the ESA; therefore, no consultation for either species is required at this time. However, if either species is protected under the ESA prior to or during construction, Williamson County may wish to perform presence surveys to determine extent of potential impacts that could occur to the either species, if any at all. Williamson County may also wish to confer with USFWS if the monarch butterfly or the tricolored bat are documented to utilize the project area. However, in-depth presence/absence studies are outside the scope of this report.

None of the other federally listed, federally proposed for listing, or federal candidate species identified by the USFWS (2023) as known or having potential to occur in Williamson County (see Table 2) are expected to occur in the project area or be impacted by the proposed project.

The conclusions provided in this report represent SWCA's professional opinion based on SWCA's knowledge and experience with the species discussed herein and with the USFWS.

6 LITERATURE CITED

- Amelon, S. 2006. Conservation assessment: *Pipistrellus subflavus* (eastern pipistrelle) in the eastern United States. In Thompson, F.R., III, ed., *Conservation Assessments for Five Forest Bat Species in the Eastern United States*, pp. 11–29. USDA Forest Service Gen. Tech. Rep. NC-260, St. Paul, Minnesota. USDA Forest Service, North Central Research Station.
- Campbell, L. 2003. *Endangered and Threatened Animals of Texas: Their Life History and Management*. Austin: Texas Parks and Wildlife Resource Protection Division.
- Cardno. 2020. Nationwide CCAA/CCA for monarch butterfly on energy and transportation lands. Prepared for The Board of Trustees of the University of Illinois on behalf of its Energy Resources Center at University of Illinois at Chicago.
- Collins, E.W. 2005. Geologic map of the west half of the Taylor, Texas, 30×60-minute quadrangle: Central Texas Urban Corridor, encompassing Round Rock, Georgetown, Salado, Briggs, Liberty Hill, and Leander: University of Texas at Austin, Bureau of Economic Geology, Miscellaneous Map 43, scale 1:100,000.
- Devitt, T.J., A.M. Wright, D.C. Cannatella, D.M. Hillis. 2019. Species delimitation in endangered groundwater salamanders: Implications for aquifer management and biodiversity conservation. *Proceedings of the National Academy of Sciences* 116(7):2624-33.
- Federal Emergency Management Agency (FEMA). 2022. FEMA's National Flood Hazard Layer (Official). Available at: <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>. Accessed November 2022.
- Griffith, G., S. Bryce, J. Omernik, and A. Rogers. 2007. Ecoregions of Texas. Austin: Texas Commission on Environmental Quality.
- Hein, C.D., S.B. Castleberry, and K.V. Miller. 2009. Site-occupancy of bats in relation to forested corridors. *Forest Ecology and Management* 257(4):1200-1207.
- iNaturalist. 2022. iNaturalist. Available at <https://www.inaturalist.org>. Accessed November 2022.
- Jones, I.C. 2003. *Groundwater Availability Monitoring: Northern Segment of Edwards Aquifer, Texas*. Texas Water Development Board No. 358.
- Leonard, W.J., and O.W. Van Auken. 2014. Germination of seeds of *Streptanthus bracteatus* A. Gray, Bracted Twistflower (*Brassicaceae*), a rare central Texas endemic. *Phytologia* 96(3):181-188.
- Lockwood, M.W., and B. Freeman. 2014. *The TOS Handbook of Texas Birds*. College Station: Texas A&M University Press.
- Monarch Joint Venture. 2022. Best Management Practices: Resources & Support Materials. Available at: <https://monarchjointventure.org/mjvprograms/science/roadsidehabitat/bmp-support-materials>. Accessed December 2022.
- Natural Resource Conservation Service (NRCS). 2019. Web Soil Survey. Available at: <http://websoilsurvey.nrcs.usda.gov/app/>. Accessed November 2022.

- Randklev, C.R., N.A. Johnson, T. Miller, J.M. Morton, J. Dudding, K. Skow, B. Boseman, M. Hart, E.T. Tsakiris, K. Inoue, and R.R. Lopez. 2017. *Freshwater Mussels (Unionidae): Central and West Texas Final Report*. College Station: Texas A&M Institute of Renewable Natural Resources.
- Samoray, S.T., S.N. Cotham, and M.W. Gumbert. 2019. Spring migration behavior of a *Perimyotis subflavus* (tri-colored bat) from Tennessee. *Southeastern Naturalist* 18(3):16-20.
- Sheehan, G. 2018. *Guidance on trigger for an incidental take permit under section 10(a)(1)(A) of the Endangered Species Act where occupied habitat or potentially occupied habitat is being modified* [Memorandum]. Department of Interior.
- Texas Commission on Environmental Quality (TCEQ). 2008. *Rules Protecting the Edwards Aquifer Recharge, Contributing, and Transition Zone*. Available at: https://www.tceq.texas.gov/assets/public/comm_exec/pubs/rg/rg-011.pdf. Accessed December 2022.
- . 2022. Edwards Aquifer Viewer, Version 5.0. Available at: <http://tceq.maps.arcgis.com/apps/webappviewer/index.html?id=2e5afa3ba8144c30a49d3dc1ab49edcd>. Accessed November 2022.
- Texas Natural Diversity Database (TXNDD). 2022. Element Occurrence data export. Wildlife Diversity Program of Texas Parks and Wildlife Department. Data exported November 2022.
- Texas Parks and Wildlife Department (TPWD). 2016. Texas Monarch and Native Pollinator Conservation Plan. Available at: https://tpwd.texas.gov/publications/pwdpubs/media/pwd_rp_w7000_2070.pdf. Accessed November 2022.
- . 2022. Texas Watershed Viewer. Available at: <https://tpwd.maps.arcgis.com/apps/Viewer/index.html?appid=2b3604bf9ced441a98c500763b8b1048>. Accessed November 2022.
- U.S. Fish and Wildlife Service (USFWS). 2013. Designation of critical habitat for the Austin blind salamander and the Jollyville Plateau salamanders. *Federal Register* 78:51327-51379.
- . 2018a. Bone Cave harvestman (*Texella reyesi*) (Opiliones: Laniatores: Phalangodidae) species status assessment.
- . 2018b. Coffin Cave mold beetle (*Batrisodes texanus*) 5-Year review: Summary and evaluation.
- . 2018c. Tooth Cave ground beetle (*Rhadine persephone*). 5-Year review: Summary and evaluation.
- . 2018d. Tooth Cave spider (*Tayshaneta myopica*=*Neoleptoneta myopica*) 5-Year review: Summary and evaluation.
- . 2021a. Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Georgetown and Salado Salamanders. *Federal Register* 86(157):46536-46578.
- . 2021b. Species status assessment report for the tricolored bat (*Perimyotis subflavus*), Version 1.1. U.S. Fish and Wildlife Service Northeast Region. Hadley, Massachusetts.

- . 2021c. Species Status Assessment of Bracted Twistflower (*Streptanthus bracteatus* A. Gray). Texas: Austin Ecological Services Field Office.
- . 2022. National Wetlands Inventory. Available at: <http://www.fws.gov/wetlands/Data/Mapper.html>. Accessed December 2022.
- . 2023. Information for Planning and Consultation (IPaC). Available at: <http://ecos.fws.gov/ipac/>. Accessed July 2023.
- U.S. Geological Survey (USGS). 2018. USGS National Hydrography Dataset (NHD) Downloadable Data Collection—National Geospatial Data Asset National Hydrography Dataset. Rolla, Missouri, and Denver, Colorado: USGS National Geospatial Technical Operations Center. Available at: <https://www.usgs.gov/core-science-systems/ngp/tnm-delivery/>. Accessed December 2022.
- . 2022. Leander NE, Texas. 7.5-minute topographic quadrangle map. U.S. Department of the Interior.
- Veilleux, J.P., J.O. Whitaker, Jr., and S.L. Veilleux. 2003. Tree-roosting ecology of reproductive female eastern pipistrelles, *Pipistrellus subflavus*, in Indiana. *Journal of Mammalogy* 84(3):1068-1075.
- Veni, G., and M. Jones. 2021. Statistical analysis and revision of endangered karst species distribution, Austin area, Texas. Carlsbad, New Mexico: National Cave and Karst Research Institute.

This page intentionally left blank.

APPENDIX A

U.S. Fish and Wildlife Service Information for Planning and Consultation (IPaC) List

This page intentionally left blank.

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Williamson County, Texas



Local office

Austin Ecological Services Field Office

☎ (512) 937-7371

1505 Ferguson Lane

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Tricolored Bat <i>Perimyotis subflavus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Birds

NAME	STATUS
Golden-cheeked Warbler <i>Setophaga chrysoparia</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/33	Endangered
Piping Plover <i>Charadrius melodus</i> This species only needs to be considered if the following condition applies: <ul style="list-style-type: none">• Wind Energy Projects There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/6039	Threatened
Red Knot <i>Calidris canutus rufa</i> Wherever found This species only needs to be considered if the following condition applies: <ul style="list-style-type: none">• Wind Energy Projects There is proposed critical habitat for this species. https://ecos.fws.gov/ecp/species/1864	Threatened
Whooping Crane <i>Grus americana</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/758	Endangered

Amphibians

NAME	STATUS
Georgetown Salamander <i>Eurycea naufragia</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7278	Threatened
Salado Salamander <i>Eurycea chisholmensis</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3411	Threatened

Clams

NAME	STATUS
False Spike <i>Fusconaia mitchelli</i> Wherever found There is proposed critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3963	Proposed Endangered

Insects

NAME	STATUS
Coffin Cave Mold Beetle <i>Batrisodes texanus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6234	Endangered
Monarch Butterfly <i>Danaus plexippus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate
Tooth Cave Ground Beetle <i>Rhadine persephone</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5625	Endangered

Arachnids

NAME	STATUS
Bone Cave Harvestman <i>Texella reyesi</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5306	Endangered
Tooth Cave Spider <i>Tayshaneta myopica</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2360	Endangered

Flowering Plants

NAME	STATUS
Bracted Twistflower <i>Streptanthus bracteatus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/2856	Threatened

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the [Bald and Golden Eagle Protection Act](#) and the [Migratory Bird Treaty Act](#).

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

There are bald and/or golden eagles in your project area.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Oct 15 to Jul 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

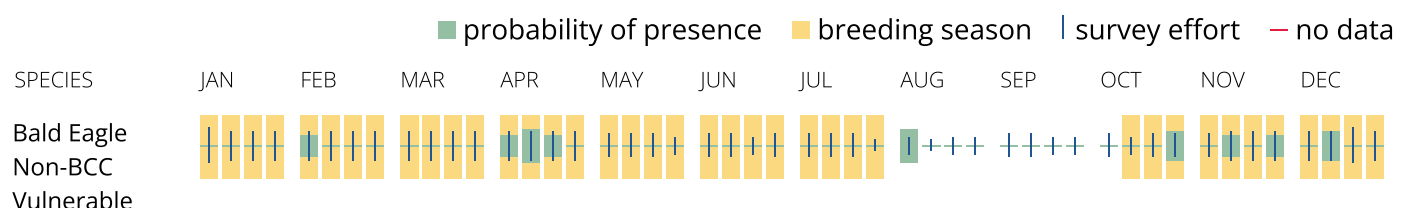
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply). To see a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the [Eagle Act](#) should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <https://www.fws.gov/program/migratory-birds/species>

- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Oct 15 to Jul 31
Black-capped Vireo <i>Vireo atricapilla</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/5716	Breeds Apr 1 to Sep 15
Chestnut-collared Longspur <i>Calcarius ornatus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25

Eastern Meadowlark *Sturnella magna*

Breeds Apr 25 to Aug 31

This is a Bird of Conservation Concern (BCC) only in particular
Bird Conservation Regions (BCRs) in the continental USA

Field Sparrow *Spizella pusilla*

Breeds Mar 1 to Aug 15

This is a Bird of Conservation Concern (BCC) only in particular
Bird Conservation Regions (BCRs) in the continental USA

Lesser Yellowlegs *Tringa flavipes*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its
range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Painted Bunting *Passerina ciris*

Breeds Apr 25 to Aug 15

This is a Bird of Conservation Concern (BCC) only in particular
Bird Conservation Regions (BCRs) in the continental USA

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of

presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (I)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

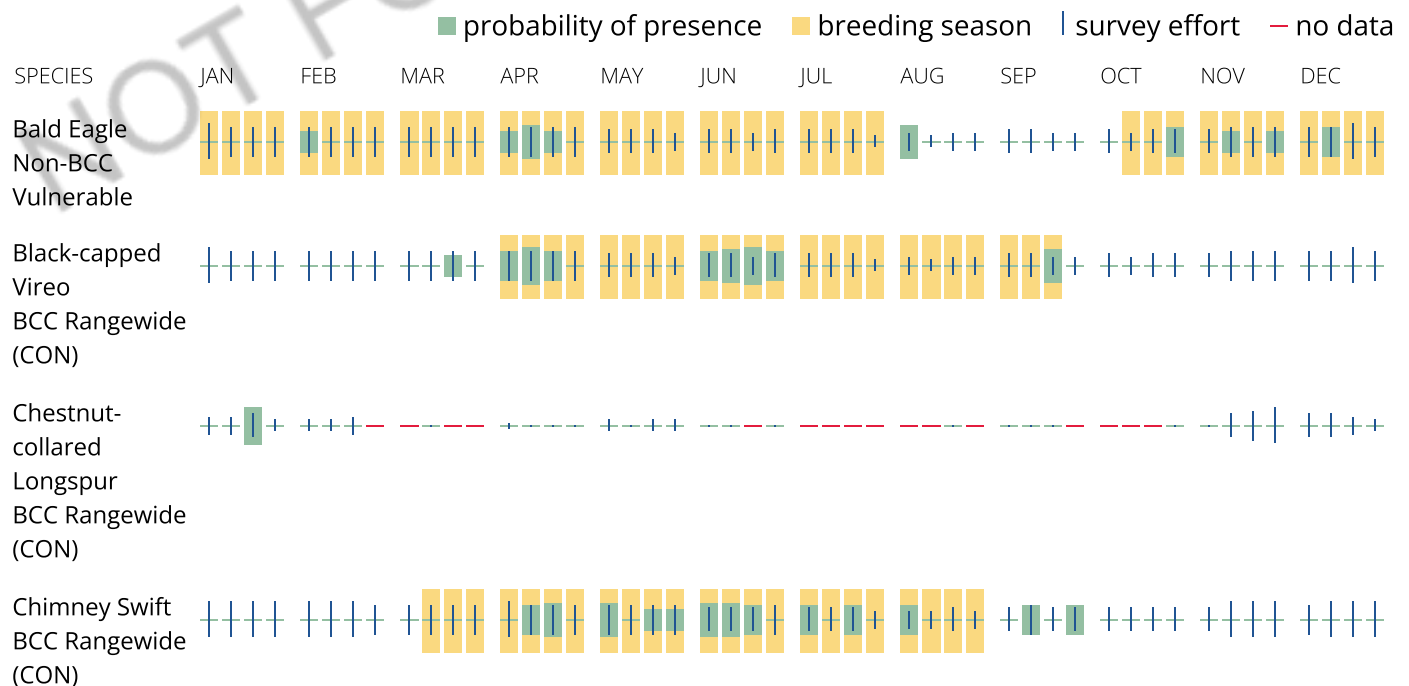
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

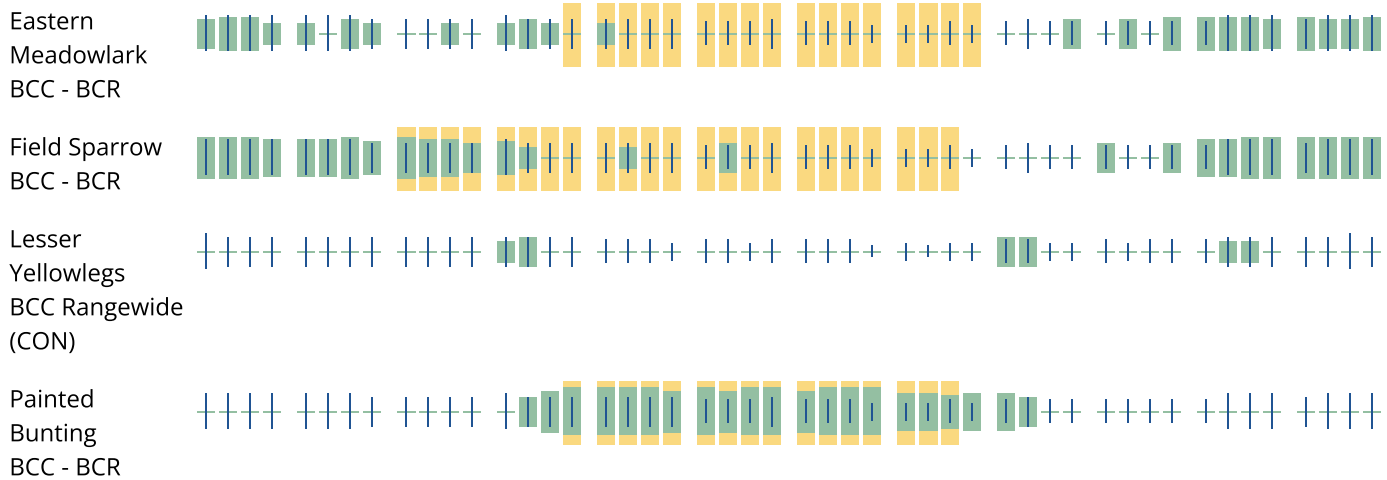
No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Wetland information is not available at this time

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

APPENDIX B

Photograph Log

This page intentionally left blank.



Photograph B-1. Representative photograph of residential development, view facing west.



Photograph B-2. Representative photograph rural development, view facing southeast.



Photograph B-3. Representative photograph of rangeland vegetation community.



Photograph B-4. Representative photograph of rangeland vegetation community.




Photograph B-5. Representative photograph of mixed forest community along a riparian corridor.



Photograph B-6. Photograph of ephemeral stream, view facing southwest.



Photograph B-7. Photograph of an upland pond, view facing east.

The logo for SWCA is positioned vertically on the left side of the page. It consists of the letters 'S', 'W', 'C', and 'A' stacked vertically in a large, light blue, serif font.

County Road 255 Roadway Improvement Project, Williamson County, Texas

TEXAS ANTIQUITIES PERMIT NO. 30858

JANUARY 2024

PREPARED FOR
HNTB Corporation

PREPARED BY
SWCA Environmental Consultants

COUNTY ROAD 255 ROADWAY IMPROVEMENT PROJECT, WILLIAMSON COUNTY, TEXAS

Prepared for

HNTB Corporation

101 East Old Settlers Boulevard, Suite 100
Round Rock, Texas 78664

Prepared by

Abigail Riggle, B.A., Caila Giglio, B.A., and Mitch Ford, M.S.

Principal Investigator

John D Lowe, M.A., RPA

SWCA Environmental Consultants

4407 Monterey Oaks Boulevard, Building 1, Suite 110
Austin, Texas 78749
www.swca.com

SWCA Project No. 61059.02

Texas Antiquities Permit No. 30858

SWCA Cultural Resources Report No. 23-140

January 2024

ABSTRACT

On behalf of HNTB Corporation (HNTB) and Williamson County, SWCA Environmental Consultants (SWCA) conducted a cultural resources investigation for the County Road 255 Roadway Improvement Project (project) located in the City of Georgetown in Williamson County, Texas. This project consists of the expansion of a two-lane rural asphalt road to a four-lane divided highway and would extend the existing road 0.5-mile (0.8-kilometers [km]) north-south to connect with Ronald Reagan Boulevard at the southern terminus of the project area. The current project area is approximately 2.9 miles (4.7 km) in length and encompasses 55.5 acres (22.5 hectares [ha]). The project is proposed to occur on an easement granted to Williamson County, a political subdivision of the State of Texas, and as such, the project will require review under the Antiquities Code of Texas (ACT). Therefore, all work for the project was conducted under Texas Antiquities Permit No. 30858, issued to John D. Lowe, M.A., RPA, and complied with the requirements of the ACT. Based on the current project understanding, no federal regulatory compliance is anticipated, therefore Section 106 of the National Historic Preservation Act of 1966 is not applicable at this time.

A background literature and records review indicated that two previous cultural resources surveys intersect the proposed project area. Three previously recorded archaeological sites and 27 potential historic-age structures are located within 0.6 mile (1.0 km) of the project area, none of which are located within the project area.

On February 10, April 20–21, May 5, and June 6, 2023, SWCA conducted an intensive pedestrian survey supplemented by shovel test excavations of the entire 55.5-acre (22.5-ha) project area, excluding several small areas where shovel testing was prohibited due to intensive disturbance, or lack of right of entry. SWCA excavated a total of 92 shovel tests within the project area, all of which were negative for buried cultural deposits. One new archaeological site 41WM1510, was recorded in the project area. This site consists of an isolated historic-aged ca. 1925 well feature with no associated cultural materials.

In August 2023, SWCA completed supplementary archival research for site 41WM1510 at the request of the THC (THC Tracking #202311692). A site history detailing the chronology and deed research was added (see **Site History**). A chain of title was also developed for the Williamson County Central Appraisal District (CAD) parcel R408127 historically associated with the site. Archival research confirmed the site does not possess significance and does not retain sufficient integrity to be eligible for the National Register of Historic Places (NRHP). Site 41WM1510 is recommended not eligible as a State Antiquities Landmark (SAL) due to lack of buried deposits, associated cultural materials, and temporally diagnostic elements (see **Eligibility and Management Recommendations**). SWCA requests concurrence from the THC on this recommendation.

In accordance with the ACT, SWCA made a reasonable and good faith effort to identify cultural resources within the project area. No properties were identified within the project area that may meet the criteria for designation as a SAL according to 13 Texas Administrative Code 26.10; therefore, SWCA recommends that no additional cultural resources investigations are warranted within the project area, as currently defined. All records and photographs generated during fieldwork will be curated at the University of Texas at San Antonio Center for Archaeological Research, per the requirements of the ACT.

This page intentionally left blank.

CONTENTS

Abstract.....	i
Introduction.....	1
Project Personnel.....	1
Project Description	1
Environmental Setting.....	4
Geology and Soils	4
Cultural Setting.....	7
Paleoindian Period.....	7
Archaic Period.....	7
Early Archaic	8
Middle Archaic	9
Late Archaic.....	9
The End of the Archaic and the Beginning of the Late Prehistoric.....	10
Late Prehistoric Period	11
Historic Period.....	11
Background Review and Survey Methods.....	13
Background Review	13
Historical Map Review	16
Field Methods.....	16
SAL Criteria for Evaluation	18
Field Survey Results.....	18
Site 41WM1510 (Field ID: CR01-FS01).....	24
Site Description	24
Features	24
Material Identified.....	24
Subsurface Investigations.....	24
Site Context	28
Summary and Recommendations.....	36
References Cited.....	37

Appendices

Appendix A. Shovel Test Data

Figures

Figure 1. Project area map.	2
Figure 2. Project area aerial map.	3
Figure 3. Project area geology map.	5
Figure 4. Project area soils map.	6
Figure 5. Previously recorded cultural resources within the study area.....	15
Figure 6. Location of potential historical structures within the study area.....	17
Figure 7a. Cultural resources survey results map, page 1.....	19
Figure 7b. Cultural resources survey results map, page 2.....	20
Figure 7c. Cultural resources survey results map, page 3.....	21
Figure 8. Drainage ditch on parcel R010299, view facing south.....	22
Figure 9. Concrete plant near the southern terminus of the project area, view facing south.	22
Figure 10. Shovel test BKM017 within the project area, plan view.	23
Figure 11. Overview of site 41WM1510 from edge of new road easement, view facing east.	23
Figure 12. Map of site 41WM1510.....	25
Figure 13. West façade of well, view facing east.	26
Figure 14. Detail of eastern wall collapsing, view facing south.	26
Figure 15. Plan view of historic well interior.	27
Figure 16. Map of agricultural complex associated with site 41WM1510.	29
Figure 17. Oblique view of the extant zones along CR 254; view facing southeast (Bing 2023). The main farmhouse is in the top left of the image.....	30
Figure 18. Oblique view of the non-extant domestic work zone along CR 255; view facing north (Bing 2023). The subject well (Resource 4) is in the top right corner of the image.....	30
Figure 19. Domestic working zone with main house (Resource 1A); view facing south (Google Street View 2011).	31
Figure 20. Main House (Resource 1A); view facing south from CR 254 (Google Street View 2011).	31
Figure 21. Historical aerial image of the Kaufman agricultural complex (USGS 1963). Domestic work zones are highlighted in blue and agricultural work zones are highlighted in red. The approximate subject parcel boundary is highlighted in yellow.	32

Tables

Table 1. Project Area Soils	4
Table 2. Shovel Tests at Site 41WM1510.....	27
Table 3. Chain of Title for Parcel R408127.....	34

INTRODUCTION

On behalf of HNTB Corporation (HNTB) and Williamson County, SWCA Environmental Consultants (SWCA) conducted a cultural resources investigation for the County Road (CR) 255 Roadway Improvement Project (project) located in the City of Georgetown in Williamson County, Texas (Figure 1). The proposed project area is approximately 2.9 miles (4.7 kilometers [km]) in length and encompasses 55.5 acres (22.5 hectares [ha]) (Figure 2). Because the project occurs on an easement granted to Williamson County, a political subdivision of the State of Texas, it is subject to review and approval by the Texas Historical Commission (THC) under the Antiquities Code of Texas (ACT). No federal funding or involvement is anticipated at this time; therefore Section 106 of the National Historic Preservation Act (NHPA) is not applicable to this project.

Archaeological investigations were performed to comply with the ACT under Texas Antiquities Permit No. 30858. All investigations were conducted in accordance with THC and Council of Texas Archeologists (CTA) standards. SWCA conducted an intensive pedestrian survey augmented with shovel testing of the 55.5 acres (22.5-ha) project area. The goals of the survey were to: 1) identify prehistoric and historic archaeological sites in the project areas; 2) establish vertical and horizontal site boundaries, as appropriate, regarding the project areas; and 3) evaluate the significance and eligibility of any site according to eligibility criteria for the National Register of Historic Places (NRHP) and as a State Antiquities Landmark (SAL).

Project Personnel

John D. Lowe, M.A., RPA, served as Principal Investigator and Project Manager for the duration of the project, overseeing overall logistics and organization, as well as managing reporting and agency consultation. Pedestrian surveys were conducted by three crews of archaeologists over several days of fieldwork spanning from February through June of 2023. Fieldwork was conducted by Kyle Goles and Lori Decker on February 10, 2023, Benjamin Morton and Angela Yates on April 20–21, 2023, Caila Giglio and Brittany Bailey on May 5, 2023, and Caila Giglio on June 6, 2023. Abigail Riggle, B.A. and Caila Giglio B.A. co-authored the report, while Jayme Fontenot and Robert Fritz produced all field and report maps for the project. Neisa Smith provided technical editing and document preparation. Architectural historian Mitch Ford, M.S. completed archival research, developed a site history narrative for the report, and contributed to NRHP eligibility recommendations for the surveyed site (41WM1510).

Project Description

The CR 255 Roadway Improvement Project is located within the city limits of Georgetown and extends from CR 254 at the northern terminus to Ronald Reagan Boulevard at the southern terminus, for a length of approximately 2.9 miles (4.7 km) and a total footprint encompassing 55.5 acres (22.5 ha). The project consists of the expansion of a two-lane asphalt road to a four-lane divided highway and an extension of the pre-existing roadway 0.5 mile (0.8 km) south to connect with Ronald Reagan Boulevard. The width of the proposed right-of-way (ROW) is not expected to exceed 180 feet (54.9 meters [m]), and the construction impacts are mostly at or above ground surface, with limited areas where impacts will generally not exceed 5.0 feet (1.5 m) in depth. The project is proposed to occur on an easement acquired by Williamson County, a political subdivision of the State of Texas, and as such, the project will require review under the ACT. Aerial imagery shows the project area is currently comprised of agricultural fields and rural residential properties, and the existing CR 255 roadway and ROW occupy most of the project area. The project area is depicted on the *Florence and Leander NE Texas*, U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps (USGS 2023a) (see Figures 1 and 2).

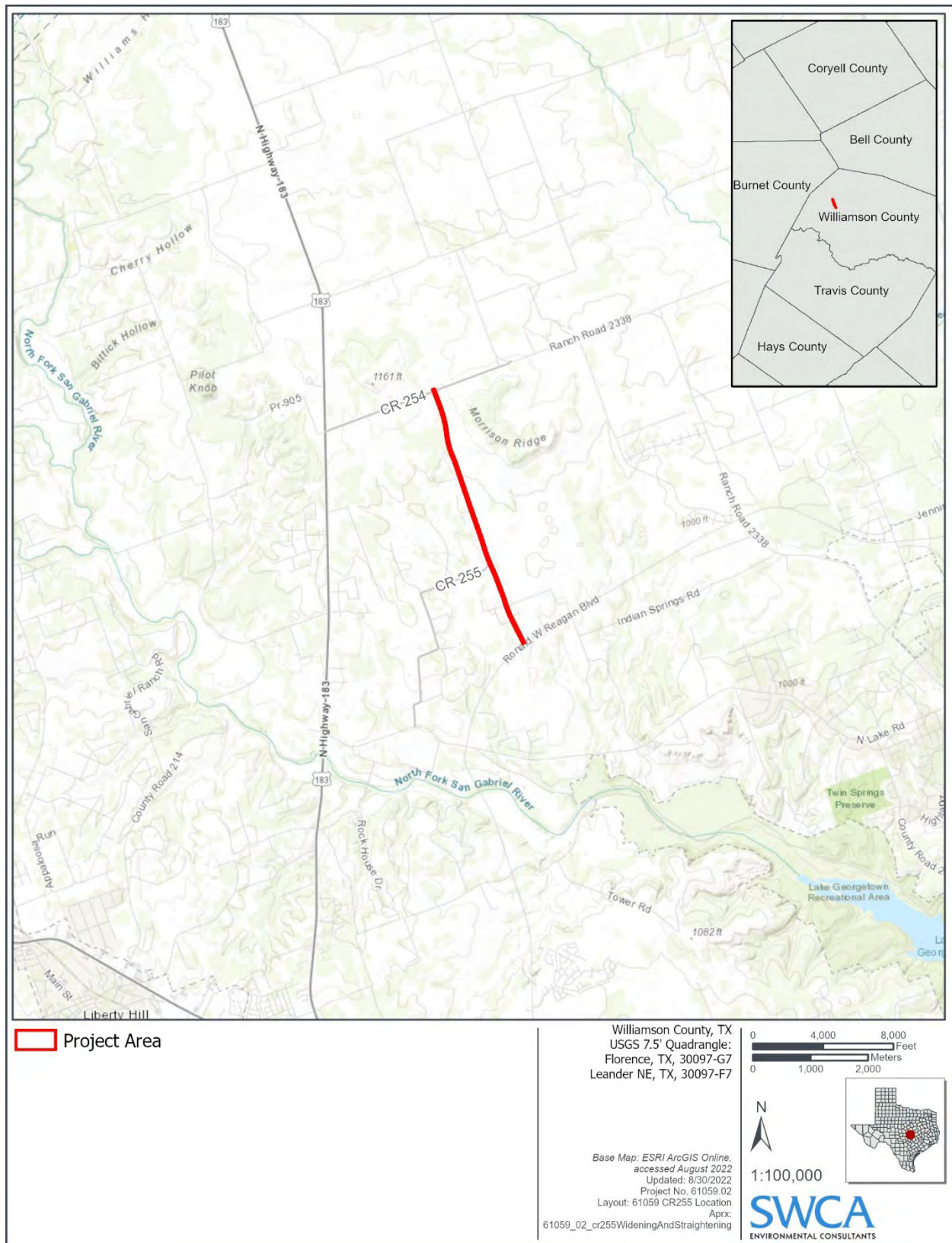


Figure 1. Project area map.

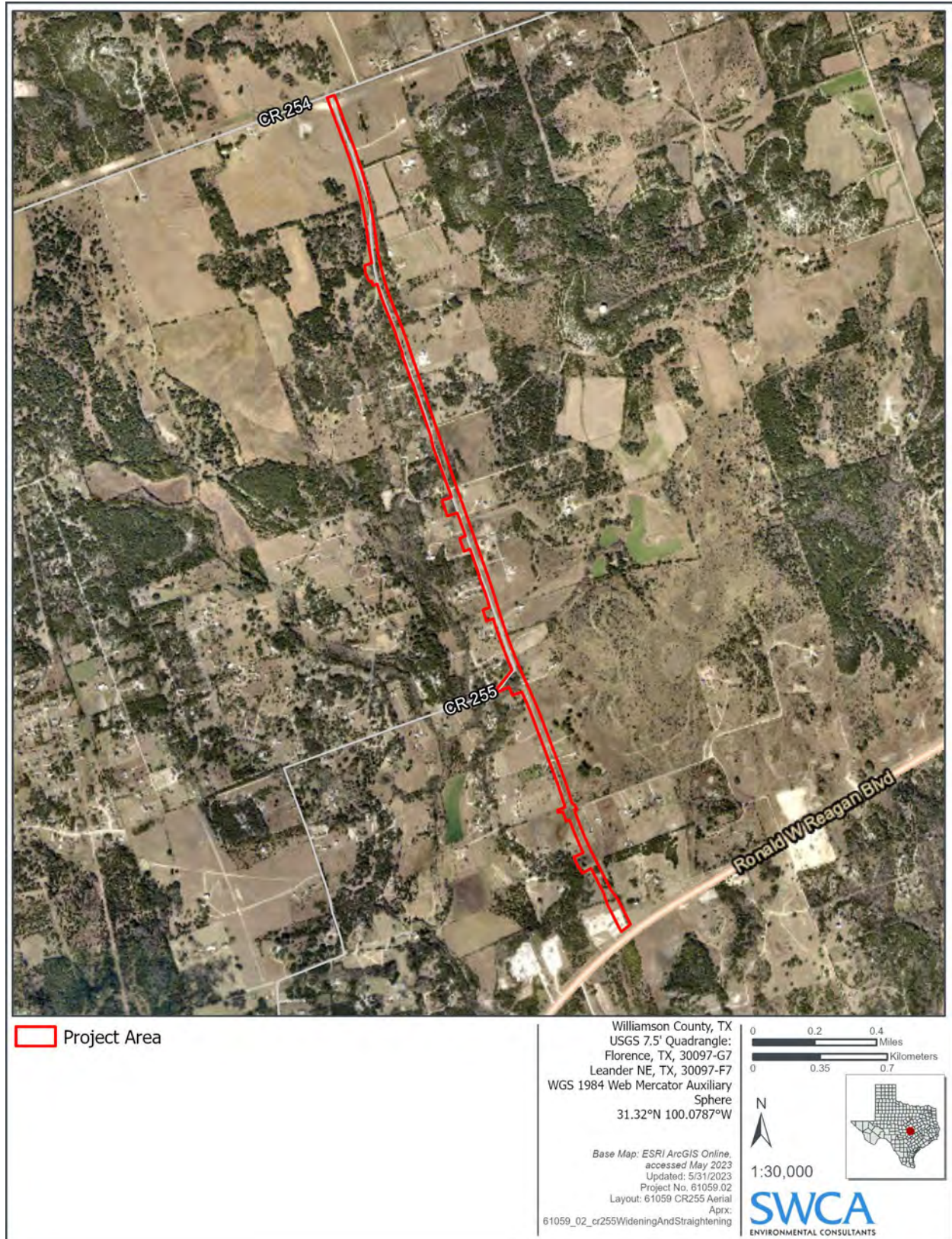


Figure 2. Project area aerial map.

ENVIRONMENTAL SETTING

The project area is situated within the Edwards Plateau ecoregion (Texas Parks and Wildlife Department 2023). The Edwards Plateau, also known as the Texas Hill Country, is formed by stony hills and steep canyons carved out by many springs that host an abundance of faunal and floral species. Soils of the Edwards Plateau are generally shallow, underlain by limestone formations honeycombed with thousands of karst geological formations, including large underground lakes known as aquifers. A healthy mixture of open grasslands and wooded savannah makes the Texas Hill Country ideal for the ranching industry.

Geology and Soils

The recorded surface geology within the project area predominantly consists of Cretaceous-age marl formations, including Cedar Park, Bee Cave Marl, Keys Valley Marl, and the Upper Glen Rose Limestone formation (Figure 3) (Barnes 1974; USGS 2023b). These formations typically consist of soft, white marl, an unconsolidated sedimentary rock or soil consisting of clay and lime, and often contain mega fossils. Five soil types were identified as underlying the proposed project area (Natural Resources Conservation Service [NRCS] 2023) (Table 1; see Figure 3).

Five soil types were identified as underlying the proposed project area (NRCS 2023) (see Table 1; Figure 4). None of these soils occupy a majority of the project area.

Table 1. Project Area Soils

Symbol	Soil Name	Acreage (Hectares)	Percentage of Project Area
FaB	Fairlie clay, 1 to 2 percent slopes	19.1 (7.7)	34.4
DoC	Doss silty clay, moist, 1 to 5 percent slopes	13.2 (5.3)	23.8
EaD	Eckrant cobbly clay, 1 to 8 percent slopes	12.0 (4.8)	21.6
DnB	Denton silty clay, 1 to 3 percent slopes	8.5 (3.4)	15.2
BktD	Brackett association, 1 to 8 percent slopes	2.7 (1.1)	5.0
Total		55.5 (22.3)	100%

Source: USGS (2023b).

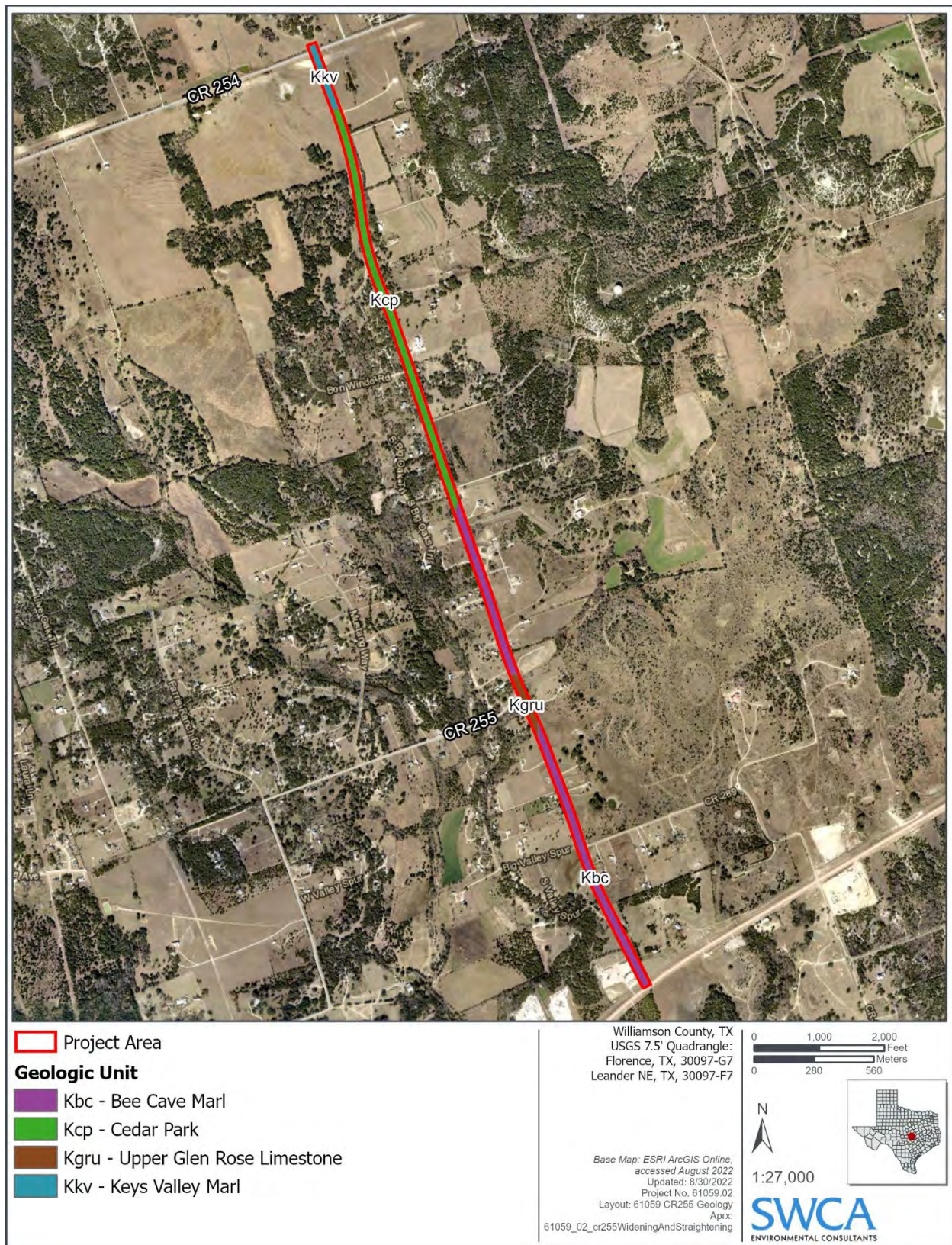


Figure 3. Project area geology map.

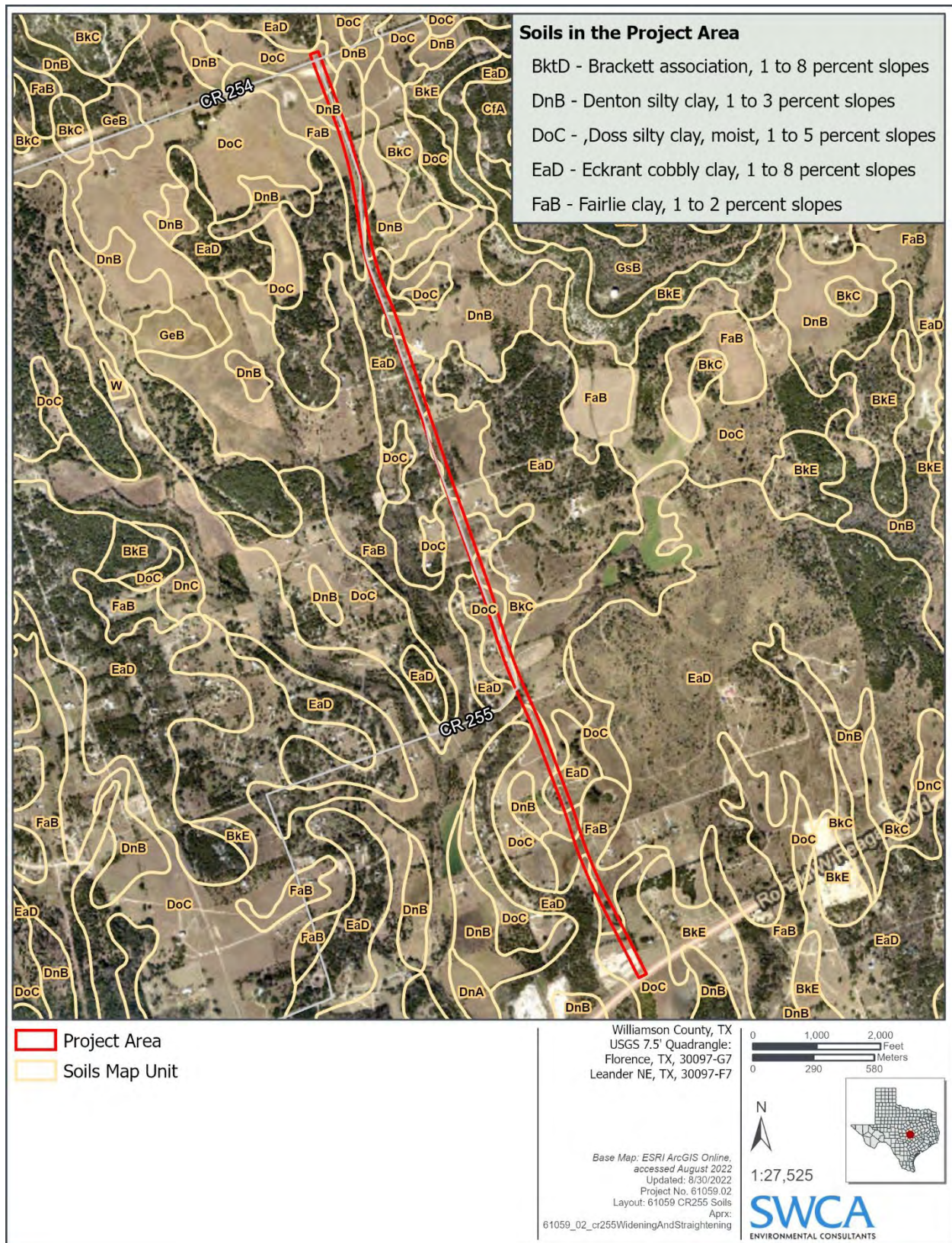


Figure 4. Project area soils map.

CULTURAL SETTING

Williamson County is on the eastern edge of the Edwards Plateau near the eastern margins of the Central Texas archaeological region, as defined by Collins (2004), Prewitt (1981, 1985), Suhm (1960), and other researchers. The Central Texas archaeological region is an artificial construct, and its boundaries are somewhat arbitrary (Collins 2004:102). As Collins (2004:103) points out, it is unlikely that any group in the past 11,000 years had their key resources, geographic range, or political sphere conform to these boundaries. It is worth noting that Pertulla (2004) extends the boundaries of Central Texas much farther east than many researchers. Nevertheless, situated as it is on the Edwards Plateau's margins, the sites identified within the project area share many traits in common with "classic" Central Texas sites (i.e., those above the Balcones Escarpment).

As noted above, the project area is near the eastern edge of the Central Texas archaeological region. Its occupants likely ranged west, deeper into the Edwards Plateau, and east onto the rolling Blackland Prairie. Inhabitants of the area, therefore, were influenced by cultural developments taking place in Central Texas and in the east.

Regardless of the intensity or nature of influences from off the plateau, developed chronologies from Central Texas are relied upon to summarize the cultural history of the area. Following standard chronological divisions, the prehistoric cultural sequence is divided into three periods: Paleoindian, Archaic, and Late Prehistoric. The Archaic period is commonly subdivided into three subperiods (Early, Middle, and Late), although, as this report addresses, various labels have been applied to the last few centuries of the Archaic.

Paleoindian Period

The Paleoindian period, which includes the earliest known peoples in the area, began during the close of the Pleistocene. The presence of Paleoindian artifacts and sites, dating from about 11,500 to 8800 B.P., are not considered uncommon in Central Texas (Collins 2004). Two of the more important Paleoindian sites in Texas are near the project area: the Wilson-Leonard site (41WM235) on Brushy Creek in southern Williamson County and the Gault site (41BL323) in adjacent Bell County.

Diagnostic artifacts of the period include lanceolate-shaped and fluted projectile points such as Clovis, Folsom, and Plainview. These projectile points were hafted onto wooden spears and often used to hunt big game such as mammoth, mastodon, bison, camel, and horse (Black 1989; Bousman et al. 2004). Recent research has demonstrated that Paleoindian people relied on a more diverse subsistence base than previously thought, exploiting a variety of plants and small fauna in addition to the larger animals (Bousman et al. 2004). Paleoindian lifeways gradually transitioned to a more Archaic-style adaptation (increasing reliance on plants and smaller game, better-defined and smaller group territories, and regional diversification in projectile point styles) as the big game died off and the climate warmed following the end of the Pleistocene ice age (Bousman et al. 2004).

Archaic Period

As the Paleoindian period came to an end, humans began to harvest local floral and faunal resources more intensively. Material culture became more regionally diversified, and the use of burned rock middens and ovens became widespread. This period is known as the Archaic period and dates from approximately 8800 to 1200 B.P. in Central Texas (Collins 2004; Johnson and Goode 1994).

Early Archaic

The Early Archaic is commonly dated to ca. 8800 to 6000 B.P. (Collins 2004:119). Research suggests that Early Archaic people became increasingly reliant on local resources, and residential mobility decreased (Prewitt 1981:73; Suhm et al. 1954:18). Early Archaic populations utilized base camps for longer periods, perhaps seasonally, and hunted a diverse array of small (e.g., snakes, turtles, rodents, rabbits), medium (e.g., opossums and raccoons), and large (e.g., deer and antelope) game; fished local rivers; and cooked wild plant bulbs in earth ovens. It is likely that the reduction in residential mobility was related to a variety of factors, including diminished bison populations, population increase, tribal territoriality issues, and climatic change. By the start of the Early Archaic, well-established resident populations lived in every biogeographical region of Texas.

Collins (2004:120) and McKinney (1981) observe that a large number of Early Archaic sites are documented along the eastern and southern margins of the Edwards Plateau. They argue that if the current understanding of Early Archaic site distribution reflects prehistoric land use, then the Early Archaic was a time period when people were living in the better-watered parts of the Edwards Plateau. With very low population densities across the state at the beginning of the Archaic, it makes sense that the environmentally desirable zones, such as the well-watered ecotone along the margins of the Edwards Plateau, would be the first areas to have been more heavily settled.

During the Early Archaic, projectile points became more regionally diversified, and stemmed forms replaced the lanceolate points of the Paleoindian period. This technological shift may have been due, in part, to the development of a more localized, broad-based hunting and gathering economy that necessitated differing point types for different game (Johnson and Goode 1994; Story 1985). Early Archaic populations supplemented their hunting diet with a diverse assemblage of processed plant foods. This is most evident through the use of hot rock cooking technologies, which become commonplace at Early Archaic sites. Early Archaic burned rock features are most often small- to medium-sized hearths, with minimal evidence of reuse. However, at a few Early Archaic sites (e.g., Wilson-Leonard and Loeve), larger earth ovens have been documented (Collins et al. 1998; Prewitt 1982); these are believed to be the precursors to burned rock middens.

A burned rock midden is a large, dense feature of burned rocks and ash-stained soil that accumulates from use and reuse as a thermal cooking feature (Black et al. 1997; Mahoney et al. 2003; Suhm 1960). The number of burned rock middens increased throughout the Archaic period, and it seems clear that their technological roots lie in the first earth ovens of the Early Archaic (Black et al. 1997; Collins et al. 1998; Decker et al. 2000). Burned rock midden technology appears to have first developed in the eastern plateau around 8,500 to 8,000 years ago and gradually spread into the western plateau ca. 6,500 to 5,000 years ago (Decker et al. 2000:301). These large features vary greatly in size and form but share the common functional purpose of serving as an earth oven or similar cooking device (Black et al. 1997; Weir 1976).

Work completed on the Gatlin site, 41KR621, in southern Central Texas highlighted the complexity and diversity in the Early Archaic settlement system noted by previous researchers (Houk et al. 2008). As Johnson (1991:159) states, “people acquired different foods at different suitable places,” meaning that certain sites were visited repeatedly on a seasonal basis. Johnson (1991:160) speculated that people in the eastern part of Central Texas may not have had large base camps, instead traveling from site to site in small groups; the Gatlin site data for the Early Archaic period supports this hypothesis. In fact, based on a study conducted as part of the Gatlin site analysis, only the Wilson-Leonard site was classified as an Early Archaic base camp out of 16 well-documented Early Archaic components in Central Texas. The other sites all represent short-term, specialized activity sites (Houk et al. 2008).

Middle Archaic

The Middle Archaic is commonly dated to ca. 6000 to 4000 B.P. (Collins 2004:120). During the beginning of the Middle Archaic, from approximately 5750 to 5250 B.P., Johnson and Goode (1994:73) contend that a brief warm and dry period arose. Hudler (2000) also documents a major climatic shift towards warmer and drier conditions ca. 5300 B.P., followed by a very brief wet interval. Johnson and Goode (1994:73) also believe this dry period was followed by a short period of climatic amelioration between 5250 to 4600 B.P. with moderately wet and cool conditions.

The Middle Archaic is marked by a significant increase in archaeological sites on the Edwards Plateau. It is difficult to determine if this increase is due to a larger, denser population or an increase in residential mobility (Turpin 2004). In either case, there is abundant evidence that settlement and subsistence became more regionally specialized during this time. Burned rock hearths, scatters, and concentrations are common at Middle Archaic sites; however, none of these features is more pronounced than the burned rock midden, the use of which proliferated during the Middle Archaic (Black et al. 1997; Prewitt 1981; Shafer 1988). There is widespread evidence supporting an increased reliance on the processing of geophytes and succulent plant bulbs such as sotol, yucca, and lechuguilla in burned rock middens (Dering 1999). Three distinct types of burned rock middens documented during the Middle Archaic: 1) sheet middens, 2) dome middens, and 3) annular middens (Mahoney et al. 2003). Sheet middens are loose accumulations of displaced and mixed burned rocks, usually derived from several burned rock features. The rock displacement may be caused by natural or cultural processes, including erosion, flooding, feature maintenance, and/or reuse. Dome middens are round, dome-shaped accumulations of burned rock that can be several feet thick. Dome middens form through repeated feature use and maintenance, thus resulting in a massive, dense accumulation of burned rock. Annular middens (also called crescent, ring, or donut middens) are circular or semicircular-shaped accumulations of burned rock with a centralized depression. Like dome middens, they may be several feet thick.

Early Triangular dart points appear in the beginning of the Middle Archaic subperiod, around 5300 B.P. , at the Gatlin site (Houk et al. 2008). This unstemmed type co-occurs with Bell and Andice points, which are basally notched, stemmed point forms (Mahoney et al. 2003; Sorrow et al. 1967). Wyckoff's (1995) research suggests that Bell and Andice points (also known as Calf Creek points) are intrinsically linked to bison hunting. Their appearance at the beginning of the Middle Archaic is presumably related to the return of bison to the area ca. 5000 B.P. Nolan and La Jita points, which have square to rectangular stems with weak, rounded, or abrupt shoulders, appear in the Central Texas archaeological record ca. 4800 B.P. and persist into the beginning of the Late Archaic (Houk et al. 2008).

Late Archaic

The Late Archaic began around ca. 4000 B.P. and lasted until ca. 1200 B.P., ending when the bow and arrow were introduced into Central Texas (Collins 2004:121). Late Archaic sites are more numerous than earlier Archaic period sites (Black 1989; Collins 2004), and some researchers argue that population increased during the Late Archaic (Johnson and Goode 1994; Prewitt 1981; Weir 1976). Increasingly complex cultural manifestations are characterized in the Late Archaic archaeological record, and increased population size may have contributed to this complexity (Johnson and Goode 1994).

Territoriality issues may have also been more commonplace in the Late Archaic. This argument is somewhat supported by the development of more formal cemeteries in many areas of Texas (Hall 1981; Lukowski 1987; Taylor and Highley 1995). Burials from these cemeteries often contain grave goods such as marine shell ornaments (from the Texas coast), boatstones (from Arkansas), and corner tang knives (from the Edwards Plateau). The presence of these items ultimately suggests that plateau populations participated in some form of a trade system during the Late Archaic (Hall 1981).

Compared to previous subperiods, an extremely diverse assemblage of projectile point forms was utilized during the Late Archaic. Pedernales, Kinney, and Tortugas points appeared at the beginning of the period. Pedernales points have bifurcated stems and a narrow to broad, often leaf-shaped blade (Turner and Hester 1999). Montell, Lange, Marshall, Williams, Marcos, Castroville, and Shumla points appear slightly later and, for the most part, are all broad-bladed points that generally have expanding stems and prominent, barbed shoulders. Many of these early Late Archaic points were apparently used for bison hunting (Dibble and Lorrain 1968).

Hot rock cooking technologies developed in previous periods continued to be employed during the Late Archaic and burned rock middens are a very common Late Archaic site feature. Many of the burned rock middens that formed during the Middle Archaic continued to be used by Late Archaic peoples (Black et al. 1997).

The End of the Archaic and the Beginning of the Late Prehistoric

As Collins (2004:122) notes, “diverse and comparatively complex archaeological manifestations toward the end of the Late Archaic attest to the emergence of types of human conduct without precedent in Texas.” Various labels, including Transitional Archaic (Johnson et al. 1962; Turner and Hester 1999), Terminal Archaic (Black 1989), and Late Archaic II (Johnson and Goode 1994), have been applied to the end of the Archaic period. While the names differ, these competing schemes generally begin after Marcos points appear in Central Texas, encompass the Fairland-Ensor-Frio point style intervals, and end with the Darl point type. The succeeding Late Prehistoric period began ca. 1200 B.P. with the introduction of the bow and arrow into Central Texas. The first widespread arrow point type was Scallorn, and it is commonly associated with the Austin phase/interval, or Late Prehistoric I (Collins 2004; Johnson and Goode 1994). Bone-tempered ceramics are also indicative of the Late Prehistoric period, specifically the Toyah phase/interval, as will subsequently be discussed.

By the early part of the Late Archaic period, Central Texas was occupied by broad-spectrum foragers specializing in the resources available within specific ranges or territories. Arnn (2007:274–275) argues that the stabilization of climatic patterns during the Late Archaic allowed area-specific cultural material to emerge throughout the region. For example, the intensification in plant processing, evidenced by increased accumulation of rock oven features and burned rock middens, suggests an increasing reliance on a resource that is essentially fixed on the landscape (Arnn 2007:277).

Late Archaic groups did not exist in isolation, and the eventual spread of most Late Archaic point styles, particularly the later style types, as well as exotic materials such as marine shell and perhaps religious ideas throughout the state, suggests their participating in a “vast web of social relations” (Arnn 2007:277). Decorated bone ornaments, Gulf whelk shells, and atlatl weights of exotic stone are among the new types of materials to appear during the Late Archaic (Johnson and Goode 1994). Exotic materials are recovered from domestic contexts and burials, suggesting they were a pervasive component in the life of Late Archaic peoples (Arnn 2007:277).

The end of the Archaic, then, was an interesting time in Central Texas, one that is difficult to understand. Arnn (2007:278–279) argues “that the Late Archaic Period may be viewed as a precursor (in terms of technology, subsistence, and settlement practices) to similar technologies and practices observed during the Late Prehistoric.” Framing the research within that context, one of continuity rather than change, may be a useful approach for investigating the transition from the Archaic to the Late Prehistoric. As is discussed elsewhere, Johnson and Goode (1994:40) characterize the termination of the Late Archaic as

the most difficult and complex of all the period boundaries, noting that it may have ended either 400 years later with the Toyah phase or even 400 years earlier, when small dart point types like Darl appeared.

As noted above, the end of the Archaic period is chronologically marked by the appearance of a variety of small, side- and corner-notched dart point types, including Fairland, Frio, Ensor, Ellis, and Edgewood (Turner and Hester 1999). Johnson and Goode (1994:37) point to social interaction with the eastern United States as a possible source for these new point types. These projectiles may have been part of a package of new cultural items related to the spreading of Eastern religious ideas as far as the Edwards Plateau—these included the exotic items noted above, such as marine shells and atlatl weights (Johnson and Goode 1994:37).

An important cultural trait of the Late Archaic is the appearance of formal cemeteries off the Edwards Plateau—on the plateau, sinkholes continued to be used as repositories for the dead. Cemeteries, where many of the previously mentioned exotic items have been found, suggest that groups were tied to specific territories. Cemeteries were more common in the early Late Prehistoric, and many individuals buried in them show clear evidence of violent deaths (Johnson and Goode 1994:40). Prewitt (1982:Table 4) provides an exhaustive, if somewhat dated, list of cemeteries and burials in eastern Central Texas, and notes many incidences of Scallorn arrow points either with a skeleton or clearly imbedded in the skeleton. The Loeve-Fox site (41WM230) contained an Austin phase cemetery where warfare was “suggested by the direct association of Scallorn arrow points with fatal positions in several skeletons” (Prewitt 1982:12).

Late Prehistoric Period

Introduction of the bow and arrow and, later, ceramics into Central Texas, marked the Late Prehistoric period. Population densities dropped considerably from their Late Archaic peak (Prewitt 1985:217). Subsistence strategies did not differ greatly from the preceding period, although bison again became an important economic resource during the late part of the Late Prehistoric period (Prewitt 1981:74). Use of rock and earth ovens for plant food processing and the subsequent development of burned rock middens continued throughout the Late Prehistoric period (Black et al. 1997; Kleinbach et al. 1995:795). Horticulture came into play very late in the region but was of minor importance to overall subsistence strategies (Collins 2004:122).

In Central Texas, the Late Prehistoric period generally is associated with the Austin and Toyah phases (Jelks 1962; Prewitt 1981:82–84). Austin and Toyah phase horizon markers and Scallorn-Edwards and Perdiz arrow points, respectively, are distributed across most of the state. Violence and conflict often marked the introduction of Scallorn and Edwards arrow points into Central Texas—many excavated burials contain these point tips in contexts indicating they were the cause of death (Prewitt 1981:83). Subsistence strategies and technologies, other than arrow points, did not change much from the preceding Late Archaic period. Prewitt’s (1981) use of the term “Neoarchaic” recognizes this continuity. In fact, Johnson and Goode (1994:39–40) and Collins (2004:122) state that the break between the Austin and Toyah phases could easily and appropriately represent the break between the Late Archaic and the Late Prehistoric.

Historic Period

By 1630, the Austin area was inhabited by the Jumano, Tonkawa, Lipan Apache, and Comanche during the beginning of the Spanish colonial period in Texas.¹ The Spanish established three missions at Barton Springs in 1730 (Webb 1952). During the 1740s, four missions were established northwest of Austin in

¹ See Newcomb (2002) for detailed discussions of Central Texas Native American groups.

Milam County, but no missions were established in Williamson County (Plocheck 2006). The lack of missions contributed to an endurance of Indigenous people in Greater Austin into the 1860s, although Anglo migration during the nineteenth century pressured Indigenous groups in the region throughout the nineteenth century.

After Mexico gained independence from Spain in 1821, the Mexican government issued land grants to attract Anglos from the United States to populate the northern Mexican state of Coahuila y Tejas. At this time, Virginia native Stephen Fuller Austin (1793–1836) established a colony along the lower Brazos and Colorado Rivers (Barker 2021; Webb 1952). Austin’s colony, known as the “Old Three Hundred Colony,” was home to 300 families (Barker 2021). The Central Texas colony was successful in advancing European settlement further west. Prior to the Texas Revolution, most of the settlement was south of Bastrop and the old La Bahía Road (Webb 1952).

During the Texas Revolution (1835–1836), the area continued to be inhabited by Tonkawa, Lipan Apache, and Comanche (Barker et al. 2021). After the war, new conflicts with the Indigenous groups ensued between the growing population of Texan settlers. One of these instances is the 1839 Battle of Brushy Creek between the Comanche and the Texas Rangers occurring near the town of Taylor. This battle resulted in numerous deaths and contributed in the displacement of Indigenous people in the area (Webb 1952).

In 1839, the town of Waterloo, south of present-day Williamson County on the Colorado River, was renamed Austin in honor of Stephen F. Austin, and was designated the capital of the Republic of Texas (Barker 2021; Webb 1952). Chartered in 1848, Williamson County was named in honor of Robert M. Williamson, a local leader and veteran of the decisive Battle of San Jacinto (Webb 1952).

During the mid-nineteenth century, Williamson County grew in population and economic prosperity largely because of agricultural production. Enslaved labor of people of color supported agricultural operations. In 1850, the enslaved population in the county totaled 127 (Campbell 1989: 266). By 1864, less than 15 years later, the number of enslaved people had multiplied almost ten-fold, with an enslaved population of 1,074 (Campbell 1989:266).

The county struggled during the Reconstruction era, but cattle drives along the Chisolm Trail and the advent of railroads contributed to economic growth (Odintz 2021). Like much of Texas, cattle ranching became a primary agricultural operation. Texas University, later named Southwestern University, was founded in Georgetown in 1873. This was the first successful Methodist College in Texas, and it brought several new facets to the county population. Following World War II, Williamson County experienced an increase in population growth. Due to its proximity to Austin, the county quickly became home to numerous large high-tech industries towards the end of the twentieth century. Suburban growth continues throughout the southern half of the county, whereas the northern half continues to rely on agribusiness.

BACKGROUND REVIEW AND SURVEY METHODS

Background Review

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the THC and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic or prehistoric archaeological sites located in or within 0.6 mile (1.0 km) of the project area. In addition to identifying previously recorded archeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under the purview of the ACT or NHPA; therefore, all previous work conducted in an area may not be available. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area.

The review includes the 55.5 acres (22.5-ha) project area and an additional 0.6-mile (1.0-km) radius around the project components (i.e., study area) (Figure 5). The review used the Atlas online database (THC 2023a) to identify previously conducted surveys and known sites within the study area. The review also consulted historical topographic maps available through the USGS Historical Topographic Map Explorer (USGS 2023a), the Texas Historic Overlay (Foster et al. 2006), and modern aerial imagery to identify land use practices that may indicate the potential for or presence of cultural resources within the project area.

The background literature review determined that two previous cultural resources surveys intersect the proposed project area (see Figure 5). The survey intersecting the southern terminus of the project area was conducted in 2007 by SWCA under Texas Antiquities Permit No. 4381 for the purpose of widening and improving Ronald Reagan Boulevard; no new cultural materials were observed. The second survey is located near the northern terminus of the project area. This survey was conducted in 2015 by ACI Consultants under Texas Antiquities Permit No. 7495 for the purpose of constructing an elevated storage tank for potable water for the city of Georgetown. No cultural resources were observed during this investigation (see Figure 5; THC 2023a).

A review of the study area determined there are three archaeological sites (i.e., 41WM248, 41WM436, and 41WM1139) located within 0.6 mile (1.0 km) of the project area, none of which are immediately adjacent to the project area. Previously recorded site 41WM248 is located 0.3 mile (0.5 km) west of the southern terminus of the project area and 0.2 mile (0.3 km) north of Ronald Reagan Boulevard. This site appears to lie on the northern periphery of a modern cement plant and has likely been significantly impacted by the plant's activities. The site form for site 41WM248 on the Atlas is incomplete and does not include any detailed information about the site. No additional information is available regarding this site (THC 2023a).

Previously recorded site 41WM436 is located 1.4 miles (2.3 km) north of Ronald Reagan Boulevard and is situated in the central portion of the project area. The site was recorded in 1980 as a large prehistoric open campsite consisting of three burned rock middens and an associated artifact scatter of burned rock, chert flakes, cores, and bifacial implements. No temporally diagnostic material was noted; however, the site form indicated that the middens appeared to show signs of looting. No additional information is available regarding this site (THC 2023a).

Previously recorded site 41WM1139 is located 0.6 mile (1.0 km) east of the northern terminus of the project area and 0.2 mile (0.3 km) south of CR 254. Site 41WM1139 is a multi-component site consisting of both a prehistoric and historic-age component and was recorded in 2005 by Horizon Environmental

Services during a survey of a proposed Lower Colorado River Authority transmission line. The prehistoric component was described as a lithic quarry of unknown affiliation, while the historic-age component consisted of a diffuse, surficial twentieth century refuse scatter. Artifacts observed included biface fragments, lithic flakes, brown crockery, English transfer ware (turn of the twentieth century), green glass, and solarized purple glass. In 2005 the THC determined that site 41WM1139 was not eligible for listing on the NRHP (THC 2023a).

An SWCA Architectural Historian evaluated the study area for historic properties using the THC Texas Historic Sites Atlas and the Texas Department of Transportation (TxDOT) Historic Resources Aggregator (THC 2023b, TxDOT 2023). No properties or historic districts that are listed in or are eligible for the NRHP are within the study area. No SALs, RTHLs, OTHMs, or local landmarks are present within the study area. The historian also assessed historical resources and landscapes. No neighborhood surveys or other known historic resources surveys have taken place in the study area. No Texas Department of Agriculture Family Land Heritage Centennial Farms honorees were found in the study area (Texas Department of Agriculture 2023). There is one freedom colony, Rocky Hollow, approximately 2.5 miles east of the study area, but the historically Black community is not adjacent to the project location (Texas Freedom Colonies Project 2023). No other known communities are adjacent to the project location.

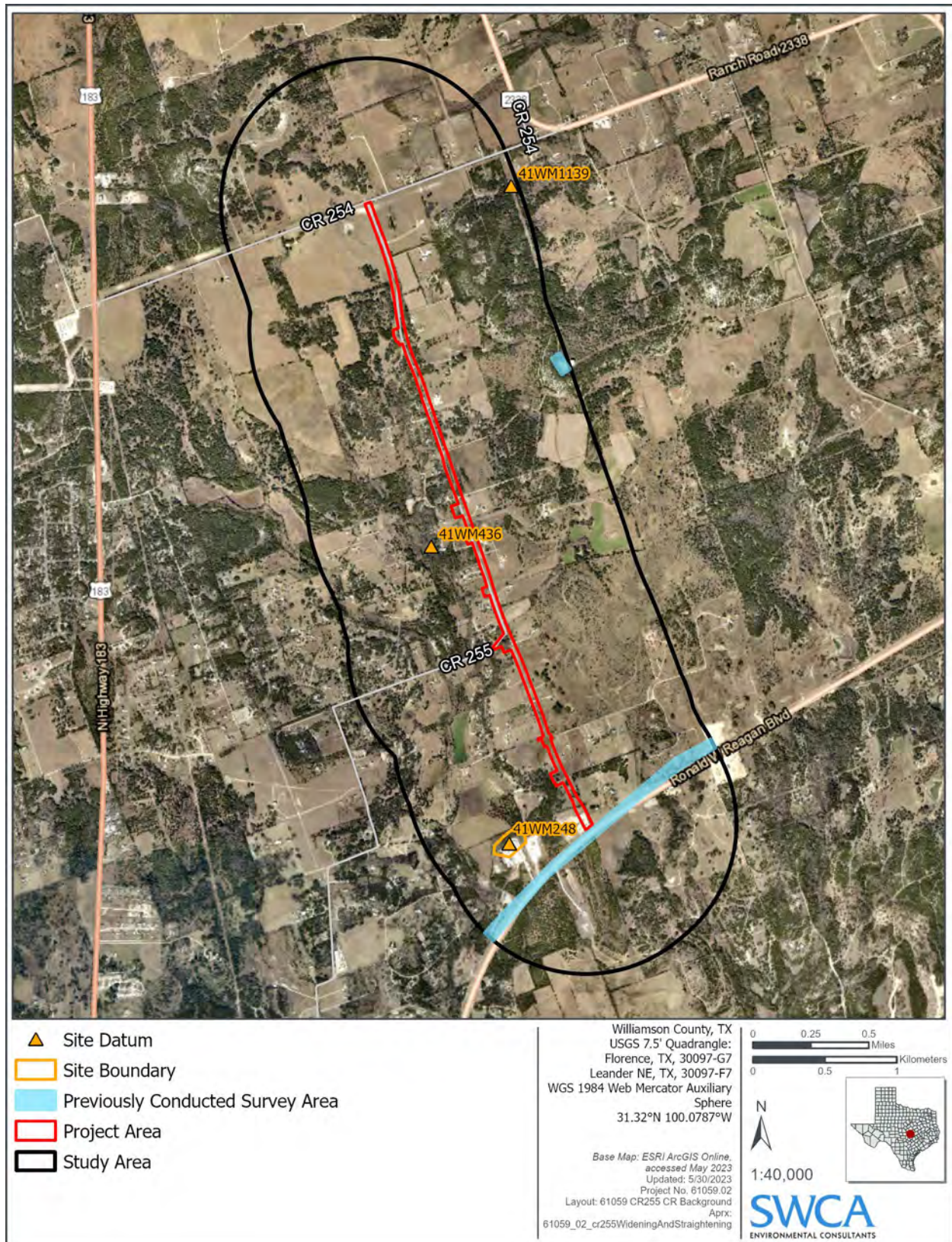


Figure 5. Previously recorded cultural resources within the study area.

Historical Map Review

The historical map review identified 27 potentially historic-age structures within the study area, none of which intersect within the project area. Five of these structures lie immediately adjacent to (within 300 feet [91.4 m]) the project area. All structures are depicted on the 1962 *Leander NE* and 1964 *Florence* USGS topographic quadrangle maps, most of which are restricted to the periphery of the cultural resources study area (Figure 6; Foster et al., 2006; USGS 2023a). Current aerial imagery indicates that some of these structures are extant, including four structures that are located within 300 feet (91.4 m) of the project area.

Field Methods

SWCA's investigations consisted of an intensive pedestrian survey augmented with shovel testing throughout the proposed project area. Archaeologists examined the ground surface and substantial exposures for cultural resources. SWCA did not conduct shovel testing in areas with impervious substrates (i.e., asphalt, concrete, compact gravel, and/or caliche), within 16 feet (5 m) of any paved/graveled road edges, within 16 feet (5 m) of any identified/marked buried utility markers, or where evidence of extensive ground surface disturbance was observed. Shovel tests typically consisted of an approximately 12-inch (30-centimeter [cm]) diameter hole excavated to a depth of 2.6 feet (80 cm) unless soil characteristics or bedrock precluded reaching that depth. Shovel tests were excavated in approximately 8-inch (20-cm) arbitrary levels to culturally sterile deposits, bedrock, water table, or impenetrable compact soils, whichever came first.

The THC and CTA standards for a cultural resources survey require a minimum of one shovel test for every 328 feet (100 m) of project length within a 100-foot (30-m) -wide corridor. Due to the proposed corridor extending to 150 feet (46 m) in width, as well as the addition of proposed driveways, the project area required a minimum of 94 shovel tests for a project of this size. SWCA ultimately excavated 92 shovel tests, due to extensive drainage ditches, a concrete plant in the southern terminus of the project area, and right of entry being denied for several parcels. Aboveground resources were photographed, measured, and explored as much as possible with consideration to land access constraints to make recommendations for proper resource management.

Archaeologists screened the matrix through ¼-inch mesh. The location of each shovel test was plotted using a handheld submeter-accurate GPS receiver and was recorded on appropriate project forms. SWCA conducted a non-collection survey; any artifacts encountered were tabulated, analyzed, and documented in the field, but not collected. Following the review and acceptance of the final cultural resources report, all records and photographs will be curated with the Center for Archaeological Research at the University of Texas at San Antonio, per requirements of the ACT, in accordance with the CTA guidelines. The cultural resources investigation was conducted under ACT Permit No. 30858.

SWCA explored archaeological sites as much as possible with consideration to land access constraints. All discovered sites were assessed regarding their potential significance in order that recommendations could be made for proper management (i.e., avoidance, non-avoidance, or further work). In compliance with the Texas Antiquities Code, sites were evaluated for eligibility as SALs. SWCA completed appropriate Texas Archaeological TexSite Forms for each site discovered during the investigations. Additionally, SWCA produced a detailed plan map of each site and plotted locations on USGS 7.5-minute quadrangle maps and relevant project maps.

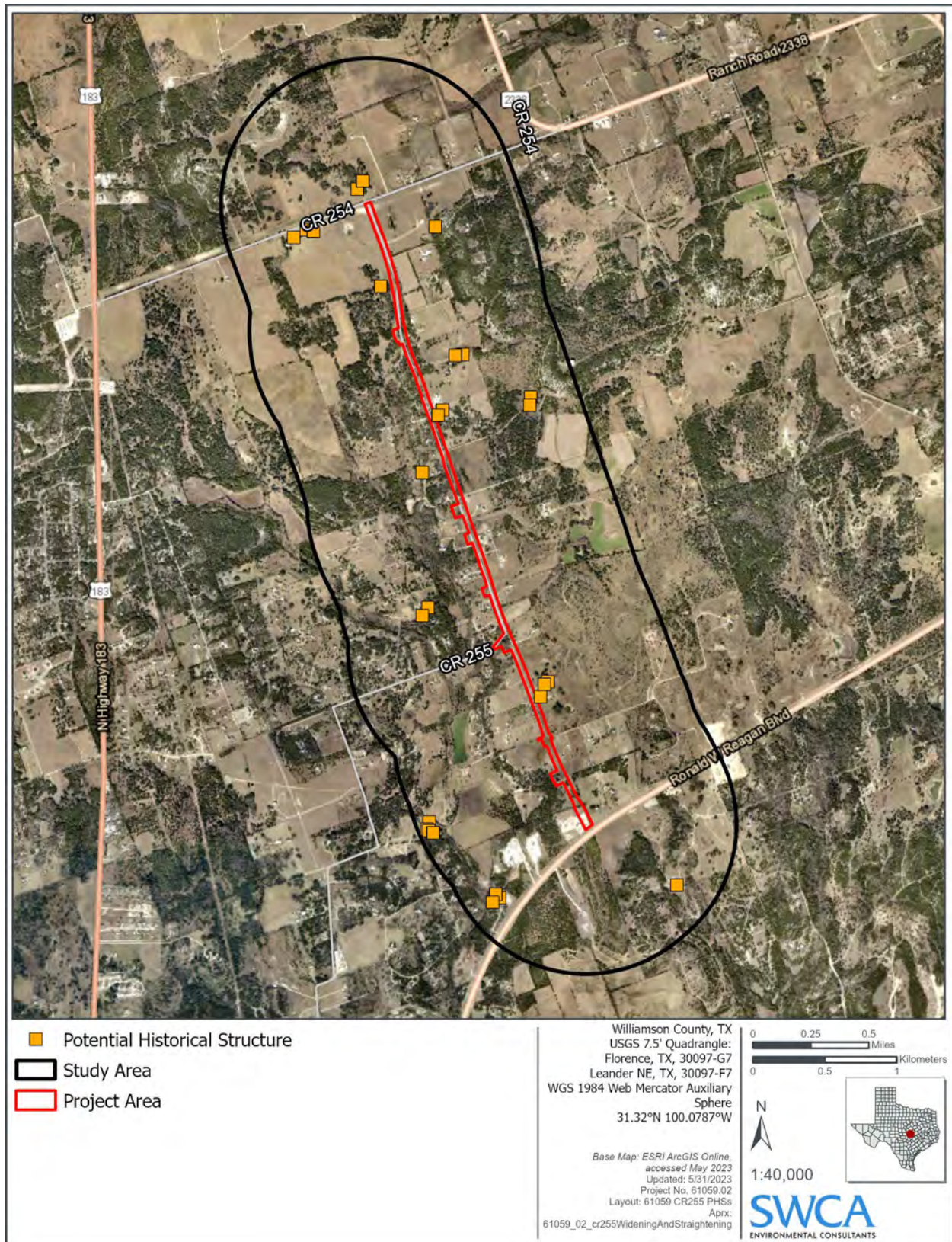


Figure 6. Location of potential historical structures within the study area.

SAL Criteria for Evaluation

Additional evaluations were made under the Texas Administrative Code (TAC) Title 13 Rule 26.10 to determine SAL eligibility. The Antiquities Code of Texas criteria are:

The commission shall use one or more of the following criteria when assessing the appropriateness of official landmark designation and/or the need for further investigations under the permit process:

- A. the site has the potential to contribute to a better understanding of the prehistory and/or history of Texas by the addition of new and important information;
- B. the site's archeological deposits and the artifacts within the site are preserved and intact, thereby supporting the research potential or preservation interests of the site;
- C. the site possesses unique or rare attributes concerning Texas prehistory and/or history;
- D. the study of the site offers the opportunity to test theories and methods of preservation, thereby contributing to new scientific knowledge; and
- E. there is a high likelihood that vandalism and relic collecting has occurred or could occur, and official landmark designation is needed to ensure maximum legal protection, or alternatively, further investigations are needed to mitigate the effects of vandalism and relic collecting when the site cannot be protected.

Field Survey Results

On February 10, April 20–21, May 5, and June 6, 2023, SWCA archaeologists conducted an intensive archaeological survey of the 55.5-acre (22.5-ha) project area (Figures 7a–7c). The pedestrian survey consisted of walking the project area in systematic transects spaced no more than 98.4 feet (30 m) apart, and the subsurface explorations consisted of shovel tests excavated in 328-foot (100-m) intervals along the survey transects. The project area is located in a semi-rural setting, with multiple observed disturbances, including drainage features, paved areas, pipeline corridors, and transmission line corridors (Figures 8–9). One 0.2-mile-long (0.3 km) parcel in the center of the project area (i.e., R010299) was not shovel tested because a large drainage ditch extended throughout the parcel (see Figure 8). Other small areas were not tested due to access issues.

The subsurface investigations consisted of 92 shovel test excavations (i.e., ALY001–ALY018, BAB001–BAB007, BKM001–BKM022, CRG001–CRG004, CRG001a–CRG006a, KMG001–KMG016, and LSD001–LSD019) conducted throughout the project area (see Figures 7a–7c; Appendix A). The shovel test results varied widely throughout the project area and often encountered disturbed soils and fill (Figure 10; see Appendix A). Shovel tests were terminated due to bedrock, sterile subsoil, root impasses, or depth between 2–31 inches (5–80 cm) below surface. All shovel tests were negative for cultural materials.

During the survey, SWCA archaeologists recorded one new archaeological site, 41WM1510 (Figure 11). Site 41WM1510 consists of a historic-age bored well and is discussed in detail in the following section.

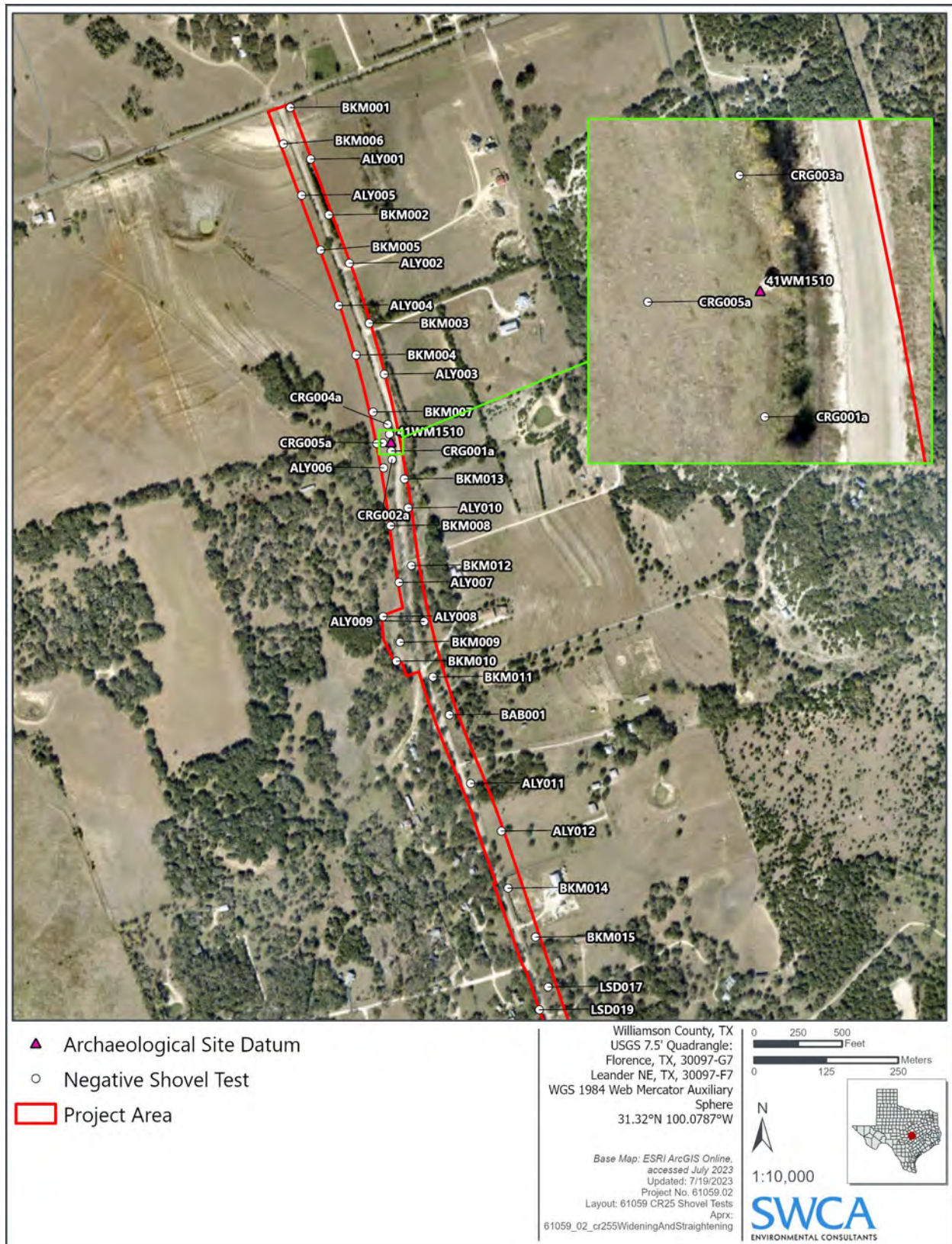


Figure 7a. Cultural resources survey results map, page 1.

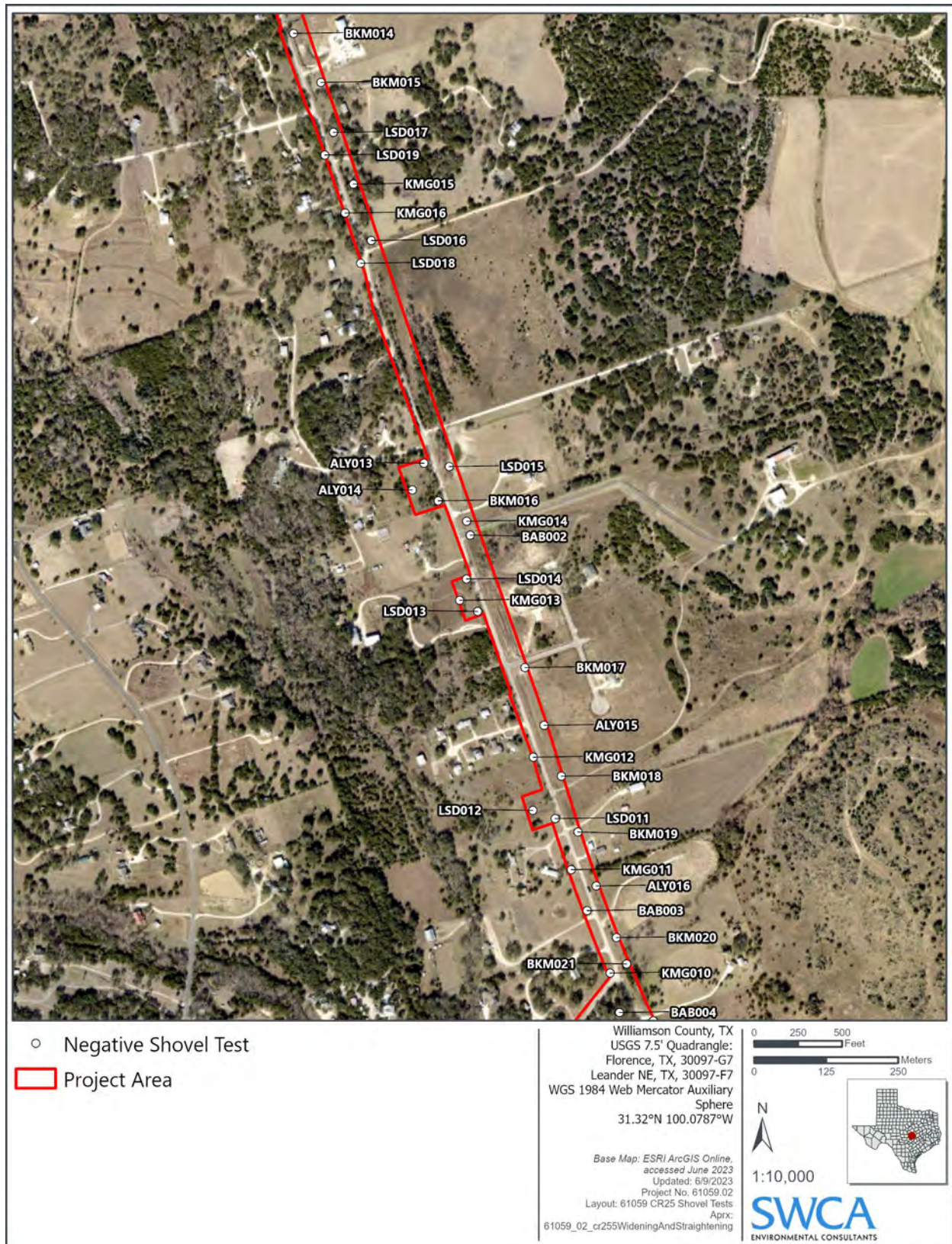


Figure 7b. Cultural resources survey results map, page 2.

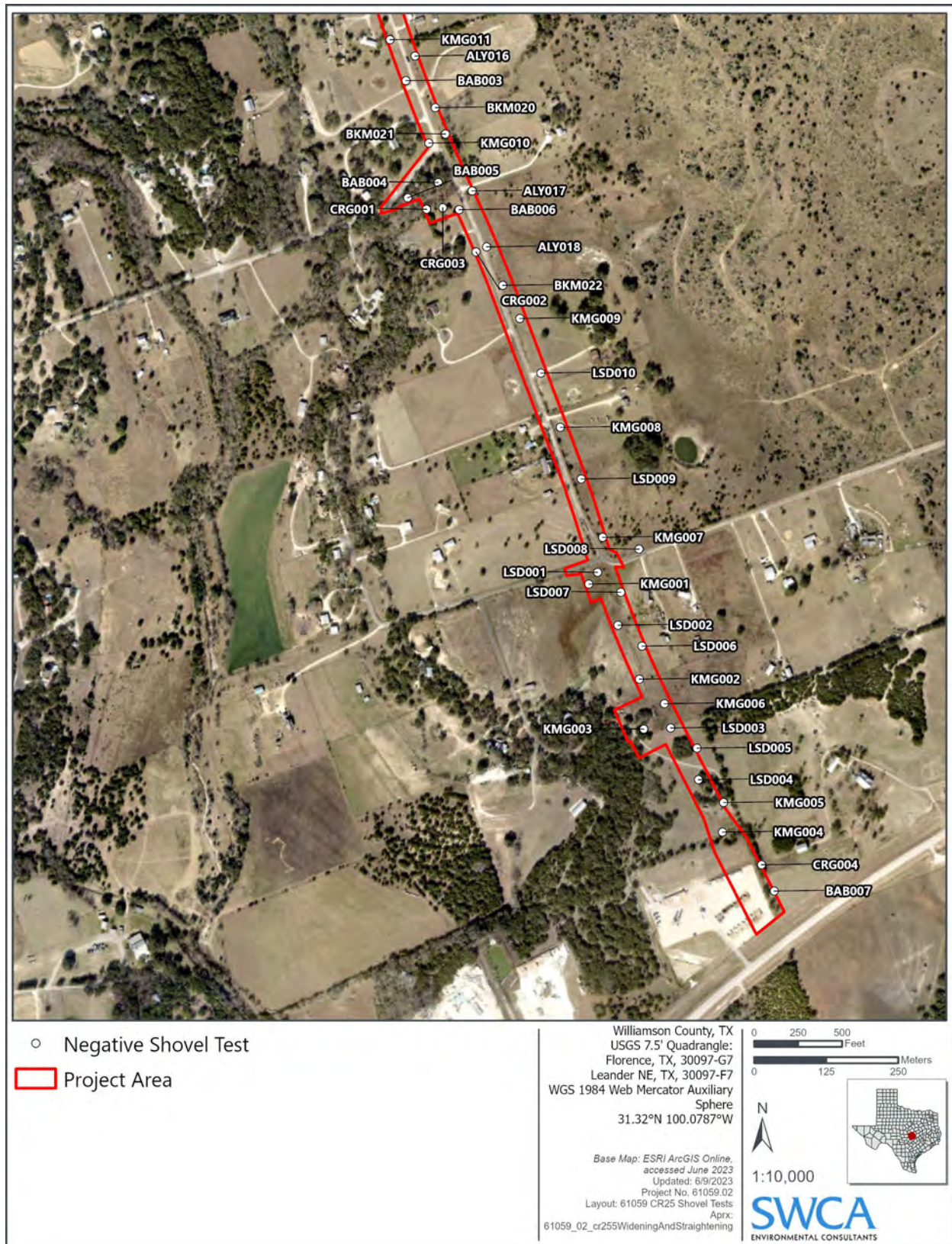


Figure 7c. Cultural resources survey results map, page 3.



Figure 8. Drainage ditch on parcel R010299, view facing south.



Figure 9. Concrete plant near the southern terminus of the project area, view facing south.



Figure 10. Shovel test BKM017 within the project area, plan view.



Figure 11. Overview of site 41WM1510 from edge of new road easement, view facing east.

Site 41WM1510 (Field ID: CR01-FS01)

County: Williamson County

Elevation: 1,018 feet (310 m)

Landowner: Williamson County

Cultural Affiliation and Age: Euro American (late nineteenth to mid-twentieth century)

Site Type: Historic-age Bored Well

NRHP Eligibility Recommendation: Not Eligible for the NRHP

Management Recommendations: No further work or avoidance

SITE DESCRIPTION

Site 41WM1510 is a historic-age bored well located 29 feet (9 m) west of CR 255. SWCA archaeologists recorded site 41WM1510 on July 6, 2023. The site consists of only a historic bored well and is situated within a rangeland in a setting that was formerly utilized as a pasture. The site boundary surrounding the well measures approximately 5 feet (1.5 m) north to south and 5 feet (1.4 m) east to west (Figure 12).

Vegetation throughout the site consisted of grass, weeds, and tall poison ivy (Figure 13). Ground surface visibility is poor across the site, ranging between 0–40 percent. Site 41WM1510 has been impacted by natural and artificial disturbances, including erosion, cattle grazing, ranching activities, and land clearing activities. The site is estimated to be less than 25 percent intact.

FEATURES

One historical structure (Feature 12) was identified at the site. The bored well measures approximately 70 inches (1.78 m) north-south by 60 inches (1.52 m) east-west. The well is constructed with limestone field stone with cement mortar and concrete finish (Figure 13). The arrangement of masonry on the well evokes a giraffe-pattern, reminiscent of the geometric shapes and warm colors on a giraffe pelt. The resource shows some signs of deterioration, especially on its east elevation which is collapsing (Figure 14). The well ranges from approximately 34 to 39 inches (0.86 to 0.99 m) above the ground surface. The top of the well is concrete, with walls averaging 11 inches (0.28 m) in thickness (Figure 15). The depth of the well is approximately 10 feet (3.05 m) from the top of the exterior walls to the bottom of the well (see Figure 15). No evidence of a supportive resource (i.e., wellhouse, pumphouse, windmill, etc.) was observed on the subject parcel.

MATERIAL IDENTIFIED

No artifacts were identified on site 41WM1510.

SUBSURFACE INVESTIGATIONS

SWCA excavated six shovel tests (i.e., shovel tests CRG001a–CRG006a) within and around the site to further delineate the vertical and horizontal boundaries of the site. No shovel tests were positive for buried cultural materials. Shovel tests featured soils with one stratum that was typically black (10YR 2/1) or a very dark brown (10YR 2/2), terminating in predominantly sterile subsoil (Table 2).

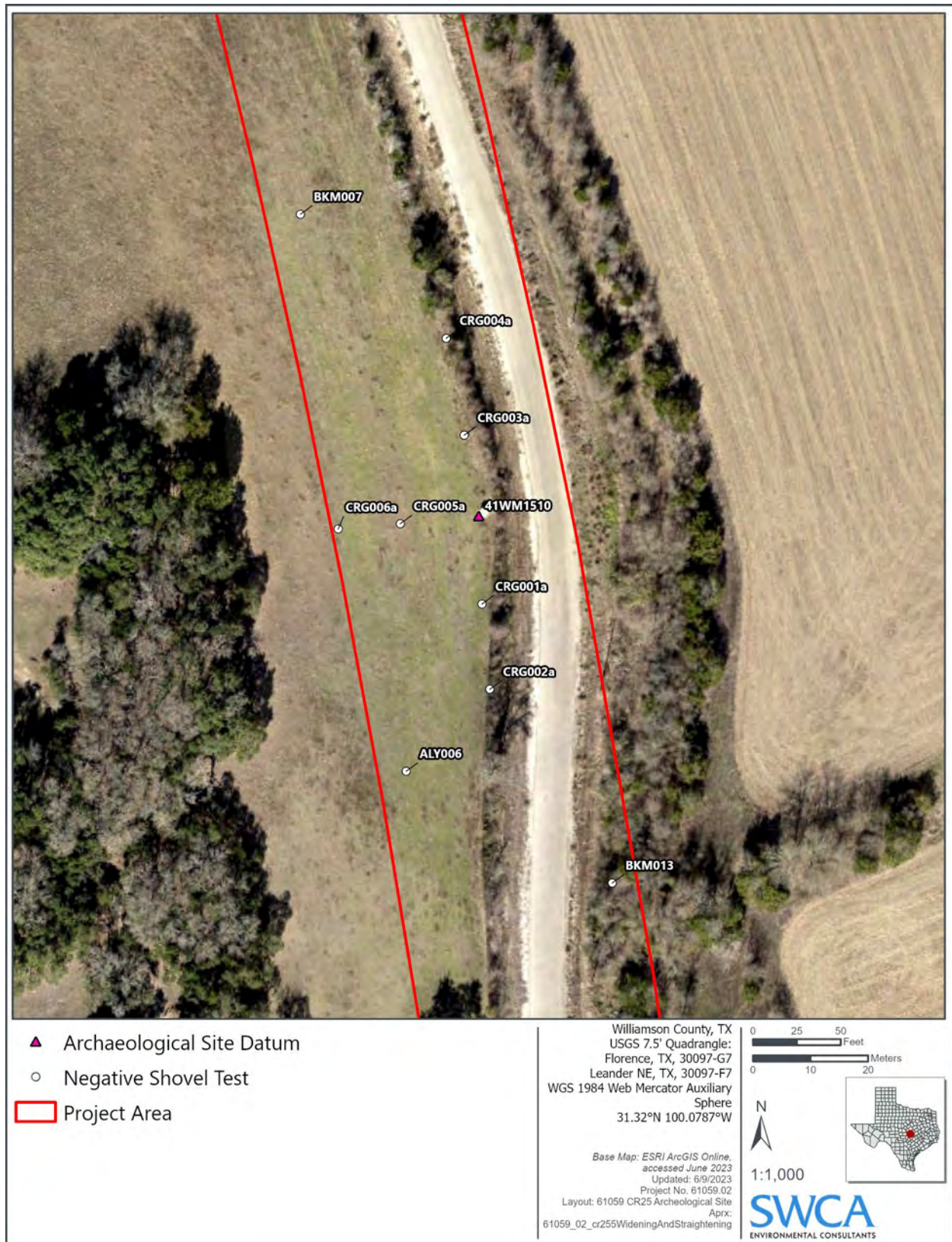


Figure 12. Map of site 41WM1510



Figure 13. West façade of well, view facing east.



Figure 14. Detail of eastern wall collapsing, view facing south.



Figure 15. Plan view of historic well interior.

Table 2. Shovel Tests at Site 41WM1510

ST No.	Level	Depth (cmbs)	Result*	Munsell	Soil Texture	Description/ Comments	Reason for Termination
CRG001a	1	0-40	N	10YR 2/1	Clay	10% conglomerate nodules (.1cm to 1cm in diameter) with CaCO ₃ and small pebbles	Sterile Subsoil
CRG002a	1	0-35	N	10YR 2/1	Clay	Very compact soil at 30cmbs. 10% conglomerate nodules (.5cm to 2cm in diameter) with CaCO ₃ and small pebbles	Sterile Subsoil
CRG003a	1	0-40	N	10YR 2/2	Clay	Small grass roots 0-10cmbs <2%, 5% small pebbles and CaCO ₃ nodules	Sterile Subsoil
CRG004a	1	0-35	N	10YR 2/2	Clay	Iron oxides are visible in soil. 10% small grass roots 0-5cmbs, soil is very compact at ending depth	Sterile Subsoil
CRG005a	1	0-30	N	7.5YR 4/1	Clay	Soil is very dry and compact, <2% small grass roots 0-5 cmbs	Basal Clay
CRG006a	1	0-40	N	10YR 2/1	Clay	<2% iron oxides observed throughout soil, small pebbles, and large rocks <2%	Basal Clay

* N=Negative

SITE CONTEXT

Built Environment

Site 41WM1510 sits in the ROW of CR 255 but is historically associated with the 258.72-acre Williamson CAD Parcel R408127 at 1223 CR 254 (Figure 16). The parcel is southwest of the intersection of CRs 255 and 254. The subject property is an agricultural complex with one historical domestic work zone (Figure 17), one historical agricultural work zone, and one nonhistoric-age domestic zone (Moore et al. 2013). The property has 20 resources (6 historic-age and 14 nonhistoric-age), including the historic-age well. A general historic-age cutoff date of 1978 was used (45 years from 2023). Evaluation of the NRHP eligibility was limited to the well (Resource 4) and associated agricultural complex.

Historic-age resources on the parcel include a farmhouse (Resource 1A) on a separate parcel (R462946) from the agricultural parcel (R408127), two agricultural outbuildings (Resources 2 and 3), a stone well (Resource 4), and two livestock tanks (Resources 5–6). Nonhistoric-age resources include a two-car garage (Resource 1B) associated with the main house, a side-gable roof dwelling of no particular style (Resource 1C) on a separate parcel (R010305) within the complex, a large outbuilding (Resource 1D), three agricultural outbuildings (Resources 1E, 1I–J), two metal loafing sheds (Resources 1G and 1M), two metal cisterns (Resources 1G and 1K), another side-gable roof dwelling of no particular style (Resource 1H) on a separate parcel (R539880) within the complex, and three livestock tanks (Resources 1L, 1N–O). The historic-age resources are described in detail below.

Farmhouse (Resource 1A)

The main farmhouse is a ca. 1945 Minimal Ranch style house (Figures 19–20). The tan brick dwelling is three bays wide by 2 ½ bays depth. It has a U-Plan with a central integrated porch within the U, flanked by one front-gable bay on either side.

Outbuildings (Resources 2–3)

The two historic-age ca. 1950 outbuildings have metal walls and roofs. Resource 2 is the larger of the two, featuring open stalls on its south elevation.

Well (Resource 4)

A historic-age ca. 1925 well stands in the southeast corner of the parcel adjacent to CR 255. The structure is away from the extant domestic and agricultural work zones. The well is a remnant of the former domestic work zone to the west of the structure (Figure 18).

Livestock Tanks (Resources 5–6)

Two historic-age ca. 1950 livestock tanks are present on the property. Resource 5 is a small livestock tank adjacent to CR 254. Resource 6 is a larger circular livestock tank with a berm along its south and east elevations. Resource 5 appears overgrown, whereas Resource 6 remains actively used.

Landscape features of the agricultural complex include two historic-age terraced fields. Woodland areas divide the terraced areas. Circulation networks are minimal, except for one remnant in the southeast corner of the parcel that serviced a former domestic work zone. Resources 1A and 1C have a nonhistoric-age kitchen garden in their respective domestic work zones.

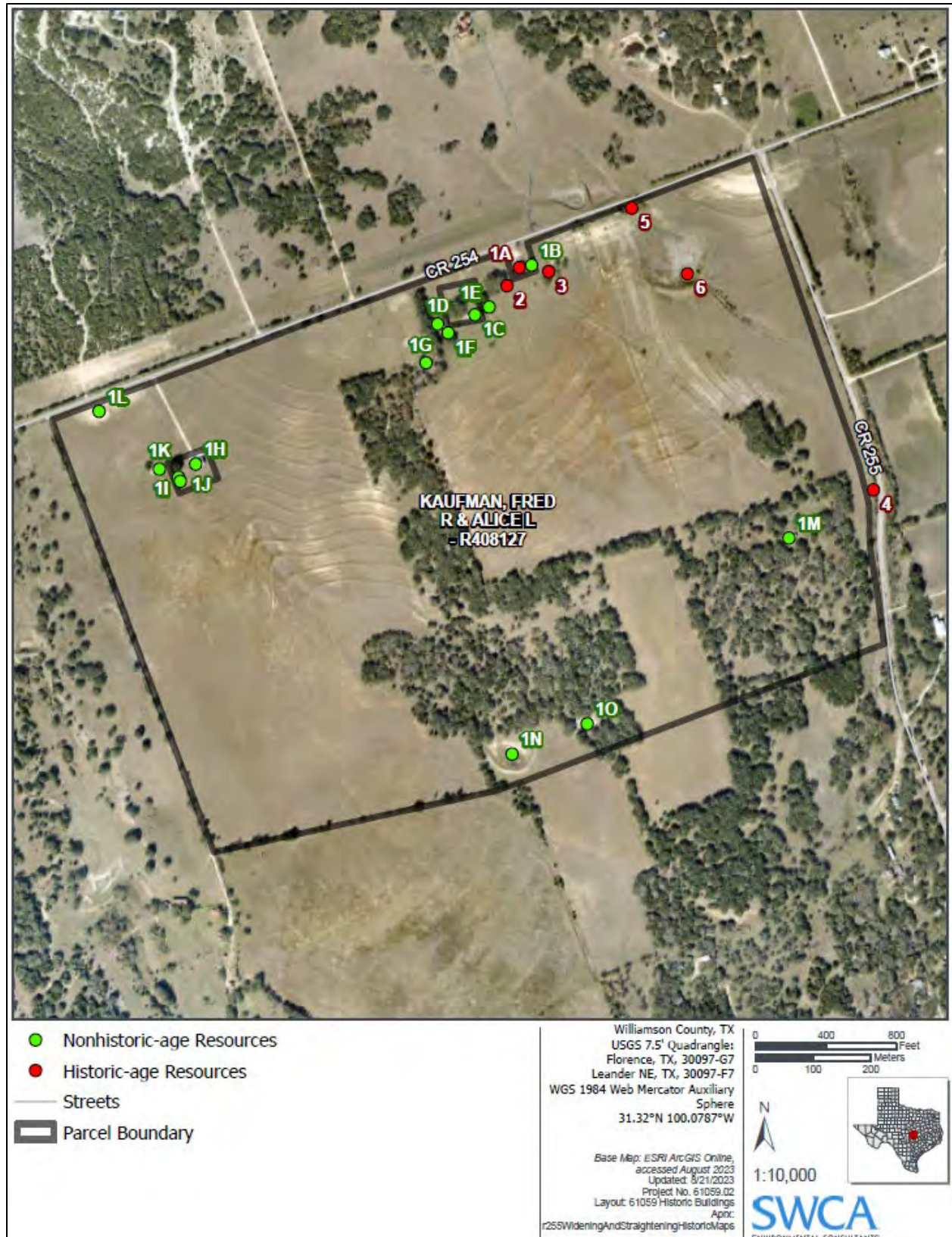


Figure 16. Map of agricultural complex associated with site 41WM1510.



Figure 17. Oblique view of the extant zones along CR 254; view facing southeast (Bing 2023). The main farmhouse is in the top left of the image.



Figure 18. Oblique view of the non-extant domestic work zone along CR 255; view facing north (Bing 2023). The subject well (Resource 4) is in the top right corner of the image.



Figure 19. Domestic working zone with main house (Resource 1A); view facing south (Google Street View 2011).



Figure 20. Main House (Resource 1A); view facing south from CR 254 (Google Street View 2011).

Historical Zones

The subject property originally had two domestic work zones: the extant zone accessed from CR 254 and a non-extant zone west of CR 255 which included the well feature (Figure 21) (USGS 1963). Wells are a common resource found in domestic work zones (Moore et al. 2013, pp. 5.2, 5.16). The structures are often accompanied with a pumphouse, wellhouse, or windmill. None of these associated resources are extant in the site area. By 1963, the farm had two terraced fields and one livestock tank (USGS 1963).

The placement of the well immediately next to CR 255 suggests the well was built prior to the construction of the county road. CR 255 first appears on topographic maps in 1954 (USGS 1954). Although wells are placed near a residence, they may be setback to avoid septic drainage fields (Moore et al. 2013, pp. 5.2, 5.16). In the 1963 aerial image, the well is difficult to see but is likely in the tree line along CR 255.



Figure 21. Historical aerial image of the Kaufman agricultural complex (USGS 1963). Domestic work zones are highlighted in blue and agricultural work zones are highlighted in red. The approximate subject parcel boundary is highlighted in yellow.

Site History

The earliest owners of the subject parcel likely did not live on the property. In 1849, the State of Texas granted a first-class headright certificate of a league amounting to 4,428 acres to Texas Revolutionary veteran and Methodist Reverend James B. Northcross (ca. 1802–1836) for his service to the Republic (Table 3) (Find A Grave 2004a; Texas General Land Office 1849; The Alamo 2023). First-class headrights were bestowed to early Texians who arrived prior to the signing of the Texas Declaration of Independence in 1836. Born in Virginia, Northcross moved to Texas around 1830 as a widower (The Alamo 2023). Northcross died in the 1836 Battle of the Alamo, leaving behind his wife of one year, Sarah Parrent Jenkins, one son named James C. Northcross, and three stepchildren bore by Jenkins (Ancestry 2023a). Sarah died in 1840, nine years prior to the issuance of the Northcross survey in Williamson County, making James C. Northcross as the primary heir to the land grant (Ancestry 2023a).

In 1878, an order was issued by the General Land Office to divide the Northcross league in half, allotting the western portion to the heirs of Bartholomew Manlove (1775–1855) and the eastern portion to the heirs of James B. Northcross (Williamson County Clerk 1878). Manlove, an owner of enslaved people, was the first mayor of Bastrop where he lived throughout the 1850s (Adams 2022; *The Austin American* 1962; U.S. Census Office 1850). Although the land was meant to be held for James C. Northcross as he was a minor, the heirship became complicated as he died in 1852 (Ancestry 2023a; Williamson County Clerk 1942). Most, if not all, of the subject parcel is in the western portion of the league, which was primarily owned by Manlove per the court order. Between 1851 and 1871, two large tracts of land totaling over 750 acres were sold by Manlove and John Holland Jenkins, the administrator of the Northcross estate (Williamson County Clerk 1851; 1871). William Morrison purchased both these tracts but did not make any improvements on the land.

In 1881, farmers Jesse T. and Susan (Morrison) Long purchased land from Morrison and an additional 32 acres from F.H. Wilson (U.S. Census Office 1880; Williamson County Clerk 1881). Improvements were likely made to the land at this time based on the sale price. Between 1887 and 1889, a “part of league” including the subject parcel was transacted four times. In 1887, the Longs sold to farmers Joseph S. and Fredona (Bullion) Morrison, who owned the property for a little over two years (Find A Grave 2010; Williamson County Clerk 1887). In 1889, the Morrisons sold the property to George Irvine, who sold it again a few months later to R.W. Smith (Williamson County Clerk 1889a–b). Smith owned the property for a little over two years until 1891 when he sold the land to William W. Dimmit (Williamson County Clerk 1891).

Five land transactions occurred during the 1890s. In 1891, the parcel amounted to 215 acres, when Dimmit sold the property to J.M. Stephens for \$250 (Williamson County Clerk 1891). The low sales price suggests this vestige of the parcel did not have any improvements on it at this time. Stephens made some improvements to the land prior to selling the property in 1893 to Benjamin Levi Ray (Find A Grave 2006; Williamson County Clerk 1893). Ray sold the land the following year to John Wiley McQueen (Williamson County Clerk 1894a). McQueen sold the land a few months later to brothers Lafayette G. and David Preston Pool (Ancestry 2023b; Williamson County Clerk 1894b). The Pool brothers owned the property for the remainder of 1894, likely making improvements to the land given the increased sale price (Williamson County Clerk 1894c).

In late 1894, the Pool brothers sold the property to George Henry and Laura Farris (U.S. Census Bureau 1910; Williamson County Clerk 1894c). The Farris family were the first individuals to own the property for a substantial amount of time lasting almost a century. In 1937, the property was inherited by Clint Ruble Farris, son of George and Laura, and his wife Wilma Wright (Williamson County Clerk 1937). Wilma purchased an additional 99 acres in 1954, expanding the property to its current configuration (Williamson County Clerk 1954). Following the death of Wilma in 1991, Fred R. and Alice Kaufman,

descendants of the Farris family, inherited the property (Williamson County Clerk 1993). The Kaufmans subsequently subdivided the property twice with two residential lots in 2005 (Williamson County Clerk 2005a–b).

Table 3. Chain of Title for Parcel R408127

LEGAL DESCRIPTION: AW0478 JAMES NORTHCROSS SURVEY, 268.725 ACRES						
Grantor	Grantee	Date	Instrument	Volume/Page or Number	Consideration	Acreage
Kaufman, Fred R. and Alice	Nuckels, Janice and Tom (R462946)	8/11/2005	Deed	2015071564	\$0	-1.0
Kaufman, Fred R. and Alice	Haskin, Michael P. and Judy Lee (R462946)	1/30/2005	Deed	2005007548	\$10.00	-0.5194
Est. of Farris, Wilma	Kaufman, Fred R. and Alice	6/11/1993	Deed	2319/884	\$100,000.00	271.72
Wade, Neva J., Thomas T., Larry R.	Farris, Wilma	3/20/1954	Deed	394/600	\$9,100.00	+99
Farris, Myrtle (Est. of C.R. Farris)	Farris, C.R.	3/24/1937	Deed	286/140	\$1,200.00	230
Pool, Lafayette G., David Preston, and Jacoba	Farris, G.H.	12/6/1894	Deed	70/415	\$2,000.00	215
McQueen, J.W.	Pool, Lafayette G., David Preston,	4/3/1894	Deed	71/184	\$1,920.00	215
Ray, B.L.	McQueen, J.W.	2/5/1894	Deed	71/102	\$1,200.00	215
Stephens, J.M.	Ray, B.L.	8/11/1893	Deed	66/14	\$1,600.00	215
Dimmit, W.W.	Stephens, J.M.	3/30/1891	Deed	57/230	\$250.00	215
Smith, R.W.	Dimmit, W.W.	11/23/1889	Deed	51/48	\$2,000.00	"Part of League"
Irvine, George	Smith, R.W.	11/25/1889	Deed	51/57	\$2,000.00	"Part of League"
Morrison, J.S. and Fredona	Irvine, George	3/25/1889	Deed	48/377	\$2,500.00	"Part of League"
Long, J.T. and Susan	Morrison, J.S. and Fredona	1/11/1887	Deed	41/571	\$2,800.00	"Part of League"
Wilson F.H.	Long, J.T. and Susan	2/16/1881	Deed	25/486	\$275.00	+32
Morrison, William	Long, J.T. and Susan	1/5/1881	Deed	25/336	\$1.00	60
Jenkins, John H.	Morrison, William	7/3/1871	Deed	13/198	\$332.25	+333.25
Manlove, Bartholomew	Morrison, William	8/16/1851	Deed	2/391	\$212.50	425
Northcross, James	Manlove, Bartholomew (West) / Heirs of James Northcross (East)	3/18/1878	Order	19/544	N/A	4,428
State of Texas	Northcross, James	7/5/1849	Certificate	No. 241 Ab478	N/A	4,428

Site Interpretation and Summary

Site 41WM1510 (Resource 4) is a ca. 1925 bored well made of limestone and concrete. The resource was recorded as an isolated feature; however, the well is approximately 350 feet (106 m) from the remains of a nonextant dwelling (see Figure 21). The ruins are in a clearing next to a nonhistoric-age loafing shed (Resource 1M), approximately 510 feet (155.5 m) southwest of the well. Both the ruins and the nonhistoric-age loafing shed are outside of the project area. The associated agricultural complex along CR 254 is also outside of the project area, 2,246 feet (685 m) northwest of the well.

The historical agricultural complex associated with the well feature dates to the early- to mid-twentieth century. Deed research determined the Farris family as the primary owners during this period, ranging from the 1894 Pool-Farris transaction to the death of Wilma Farris in 1991. The property value history also indicates the well did not exist on the property prior to 1891. Therefore, the domestic working zone that contained a nonextant dwelling and the extant well was built between ca. 1895 and ca. 1950. The construction of the well with smooth concrete void of stone aggregate supports the construction being towards the later end of this period (ca. 1925–1950).

The Farris family were farmers who depended on the property for their livelihood. George Farris (1858–1935) farmed the property from 1900 to his death in 1935 (U.S. Census Bureau 1900). Following the inheritance of the property by Clint Farris (1900–1973) in 1937, the family continued to expand the property and make improvements to the land (Ancestry 2023c). The common soil conservation practice of terracing was applied to the property during the mid-twentieth century. Livestock tanks were also constructed to provide a sustainable water source for lamb and cattle ranching activities. Clint Farris was active in the Williamson County farming community, participating in the Williamson County Agricultural Conservation Association, Williamson County Soil Conservation Board, and Farmers Home Administration (*The Austin American* 1930; 1940; 1949). Farris also participated in the Williamson County committees for AAA, defense bonds, and production marketing (*Austin American Statesman* 1942; *The Austin American* 1947; 1952b; *The Taylor Daily Press* 1942). Wilma Farris was a member of the Liberty Hill Elementary School staff, assisting with grades one through three (*The Austin American* 1952a; 1957). The couple never had children together (Find A Grave 2004b).

Eligibility and Management Recommendations

Although Section 106 of the NHPA is not applicable to this project at this time, the site was evaluated by an Architectural Historian who meets the Secretary of the Interior (SOI) Professional Qualifications (36 CFR Part 61) for its historical association with the adjacent agricultural complex. Although the well retains integrity of location, setting, feeling, design, and materials, the resource does not retain integrity of workmanship nor association. The well is in a deteriorated state and is no longer in use by the agricultural complex. The former dwelling associated with the well is also not extant, further diminishing associative value of the resource. Integrity of the agricultural complex is also hampered. Nonhistoric-age resources outnumber historic-age resources on the property. The historic-age resources of the main house and outbuildings (1A, 2–3) have undergone various material alterations that inhibit their architectural integrity. The overall design and systems of the agricultural complex (terracing, livestock tanks, arrangement of resources) follow common practices of Central Texas farms. Individuals associated with the property and its resources were not found to be significant. Early owners associated with the property, like the Northcross family and Manlove, did not reside on the property. Subsequent property owners were not found to be significant and did not make notable contributions to the land during their ownership. The Farris family were the primary occupants. The Farris family, including George, Laura, and Clint Farris, were common farmers who did not participate in innovative agricultural operations. Even though soil conservation was an important practice, the activity was common throughout the state by the middle of the twentieth century. Although Clint Farris participated in community organizations and governmental

committees, his contributions did not exceed the member level. Wilma Farris likely contributed to the development of the farm, evident through her role in the additional land purchase, however this alone is not enough to merit significance. Although not associated with the farm, Wilma's contributions to Liberty Hill Elementary School were not noteworthy. As a result, the agricultural complex does not retain sufficient significance and is recommended not eligible for the NRHP.

Site 41WM1510 is a ca. 1925 well of common construction type associated with the historical Farris farm. Shovel tests around the isolated feature resulted in no surficial or subsurface deposits. Therefore, the site is unlikely to yield information that will refine our understanding of past lifeways in this region. Therefore, SWCA recommends site 41WM1510 as not eligible for the SAL under all Criteria. The site is also recommended not eligible for the NRHP because of its lack of significance and diminished integrity. No further work or avoidance is recommended.

SUMMARY AND RECOMMENDATIONS

On behalf of HNTB and Williamson County, SWCA conducted a cultural resources survey for the CR 255 Roadway Improvement Project located within the city limits of Georgetown, Williamson County, Texas. The proposed project expansion is approximately 2.9 miles (4.7 km) in length and encompasses 55.5 acres (22.5 ha) of an easement granted to Williamson County, a political subdivision of the State of Texas. Work was conducted under Texas Antiquities Permit No. 30858 and complied with requirements of the ACT. Based on the current project understanding, no federal regulatory compliance is anticipated.

SWCA conducted pedestrian surveys, augmented with shovel testing, within the entire 55.5 acres (22.5 ha) project area over several days of fieldwork between February 10 and June 6, 2023. SWCA excavated a total of 92 shovel tests within the project area, all of which were negative for subsurface cultural deposits. During the survey, SWCA archaeologists recorded one new archaeological site, 41WM1510. Site 41WM1510 consists of a partially collapsing isolated fieldstone well, likely dating to the late nineteenth century to mid-twentieth century. No cultural materials were identified associated with the well. As such, the site is unlikely to yield information that will refine our understanding of past lifeways in this region. Therefore, SWCA recommends site 41WM1510 as not eligible for the SAL under all Criteria. SWCA also recommends the site not eligible for the NRHP. No further work or avoidance is recommended.

In accordance with the ACT, SWCA made a reasonable and good faith effort to identify cultural resources within the project area. No archaeological sites were identified that meet the criteria for designation as an SAL, per 13 Texas Administrative Code 26.12; therefore, SWCA recommends that no additional cultural resources investigations are warranted within the project area, as currently defined. All records and photographs generated during fieldwork will be curated at the University of Texas at San Antonio Center for Archaeological Research, per the requirements of the ACT.

REFERENCES CITED

Adams, Marjorie

- 2022 “Manlove, James Bartholomew (1775–1855).” Texas State Historical Association. Available at: <https://www.tshaonline.org/handbook/entries/manlove-bartholomew>. Accessed August 2023.

Alamo, The

- 2023 “Northcross, James.” Available at: <https://www.thealamo.org/remember/battle-and-revolution/defenders/james-northcross>. Accessed August 2023.

Ancestry

- 2023a “Biography [of Sarah Jenkins Northcross].” Uploaded by Simone Fitzgibbon. Ancestry Subscription Service. Available at: Ancestry.com. Accessed August 2023.
- 2023b “Joseph Petty Pool.” Ancestry Subscription Service. Available at: Ancestry.com. Accessed August 2023.
- 2023c “George Henry Farris.” Ancestry Subscription Service. Available at: Ancestry.com. Accessed August 2023.

Arnn, J. W.

- 2007 *Transformation and Persistence of Indigenous Cultural Identity During the Early Colonial and Late Prehistoric Periods in Texas*. Ph.D. dissertation, Department of Anthropology, University of Kentucky, Lexington.

Austin American, The

- 1962 “Historic Home: Second Medallion is Given Bastrop.” August 24, 1962. Page 17. Available at: <https://www.newspapers.com/image/384898376/?terms=%22Bartholomew%20manlove%22&match=1>. Accessed August 2023.
- 1930 “Williamson Farmers Elect Committeemen.” December 17, 1940. Page 5. Available at: <https://www.newspapers.com/image/358440940/?terms=%22Clint%20Farris%22&match=1>. Accessed August 2023.
- 1940 “4 Williamson Members Named to Soil Board.” February 12, 1942. Page 8. Available at: <https://www.newspapers.com/image/386109457/?terms=%22Clint%20Farris%22&match=2>. Accessed August 2023.
- 1942 “AAA Men Set At Georgetown.” April 9, 1942. Page 3. Available at: <https://www.newspapers.com/image/386109819/?terms=%22Clint%20Farris%22&match=1>. Accessed August 2023.
- 1947 “Committees for '48 Elected by Williamson County ACA.” December 21, 1947. Page 8. Available at: <https://www.newspapers.com/image/386368359/?terms=%22Clint%20Farris%22&match=1>. Accessed August 2023.
- 1949 “Williamson FHA Farmers to Meet.” February 17, 1949. Page 13. Available at: <https://www.newspapers.com/image/89148492/?terms=%22Clint%20Farris%22&match=1>. Accessed August 2023.

- 1952a “Liberty Hill has 2 Faculty Vacancies.” August 22, 1952. Section A. Page 16. Available at: <https://www.newspapers.com/image/385864729/?terms=%22Clint%20Farris%22&match=1>. Accessed August 2023.
- 1952b “Travis P.M.A. Heads are Reelected.” September 12, 1952. Section B. Page 11. Available at: <https://www.newspapers.com/image/385904645/?terms=%22Clint%20Farris%22&match=1>. Accessed August 2023.
- 1957 “Liberty Hill’s Faculty Told.” September 2, 1957. Page 4. Available at: <https://www.newspapers.com/image/386148553/?terms=%22wilma%20Farris%22&match=1>. Accessed August 2023.

Austin American-Statesman

- 1942 “Williamson Bond Groups Named.” Page 9. Available at: <https://www.newspapers.com/image/356035896/?terms=%22Clint%20Farris%22&match=1>. Accessed August 2023.

Barnes, Virgil E.

- 1974 Geologic Atlas of Texas, Austin Sheet. Bureau of Economic Geology, The University of Texas at Austin.

Barker, Eugene C. and James W. Pohl. Revised by Mary L. Scheer.

- 2021 “Texas Revolution.” Texas State Historical Association. Available at: <https://www.tshaonline.org/handbook/entries/texas-revolution>. Accessed August 17, 2023.

Black, S. L.

- 1989 Central Texas Plateau Prairie. In *From the Gulf to the Rio Grande: Human Adaptation in Central, South, and Lower Pecos Texas*, by Thomas R. Hester, Stephen L. Black, D. Gentry Steele, Ben W. Olive, Anne A. Fox, Karl J. Reinhard, and Leland C. Bement, pp. 17–38. Research Series No. 33. Arkansas Archeological Survey, Fayetteville.

Black, S. L., L. W. Ellis, D. G. Creel, and G. T. Goode

- 1997 *Hot Rock Cooking on the Greater Edwards Plateau: Four Burned Rock Midden Sites in West Central Texas*, Studies in Archeology 22. Texas Archeological Research Laboratory, The University of Texas at Austin. Archeology Studies Program, Report 2. Environmental Affairs Department, Texas Department of Transportation, Austin.

Bousman, C. B., B. W. Baker, and A. C. Kerr

- 2004 Paleoindian Archeology in Texas. In *Prehistory of Texas*, edited by Timothy K. Pertulla, pp.15–97. Texas A&M University Press. College Station, Texas.

Campbell, R. B.

- 1989 *An Empire for Slavery: The Peculiar Institution in Texas, 1821-1865*. Louisiana State University Press, Baton Rouge.

Collins, M. B.

- 2004 Archeology in Central Texas. In *Prehistory of Texas*, edited by Timothy K. Pertulla, pp.101–126. Texas A&M University Press. College Station, Texas.

Collins, M. B., J. Guy, and S. W. Dial

- 1998 The Archaic Period, 8800 to 1300 B.P. In *Wilson-Leonard: An 11,000-Year Archeological Record of Hunter-Gatherers in Central Texas*, Volume I, edited and assembled by M. B. Collins, pp. 211–270. Studies in Archeology 31. Texas Archeological Research Laboratory, University of Texas at Austin. Archeology Studies Program, Report 10. Environmental Affairs Division, Texas Department of Transportation.

Decker, S., S. L. Black, and T. Gustavson

- 2000 *The Woodrow Heard Site, 41UV88 A Holocene Terrace Site in the Western Balcones Canyonlands of Southwestern Texas*. Studies in Archeology 33. Texas Archeological Research Laboratory, The University of Texas, Austin, Texas.

Dering, P.

- 1999 Earth-Oven Plant Processing in Archaic Period Economies: An Example from a Semi-arid Savannah in South-Central North America. *American Antiquity* 64(4):659–674.

Dibble, D. S., and D. Lorrain

- 1968 *Bonfire Shelter: A Stratified Bison Kill Site, Val Verde County, Texas*. Miscellaneous Papers No. 1. Texas Memorial Museum, The University of Texas at Austin.

Find A Grave

- 2004a “Rev James B Northcross.” Memorial ID: 8822511. Available at: https://www.findagrave.com/memorial/8822511/james-b-northcross?_gl=1*98kdze*_gcl_au*MTk4Mjk5MDU3MC4xNjkwMzAzMjY2*_ga*NzU5MjE0NTE4LjE2OTAzMMDyNjQ.*_ga_4QT8FMEX30*ZjMyYzNlZGYtMjIjMi00YTEyLTk3NmQtNDc4MTFjYWVmMDIwLjIwLjEuMTY5Mjc4NDY1Ny43LjAuMA. Accessed August 2023.
- 2004b “Clint Rubble Farris.” Memorial ID: 10165867. Available at: <https://www.findagrave.com/memorial/10165867/clint-rubble-farris>. Accessed August 2023.
- 2006 “Benjamin Levi ‘Ben’ Ray.” Memorial ID: 13627739. Available at: https://www.findagrave.com/memorial/13627739/benjamin-levi-ray?_gl=1*pff2k5*_gcl_au*MTk4Mjk5MDU3MC4xNjkwMzAzMjY2*_ga*NzU5MjE0NTE4LjE2OTAzMMDyNjQ.*_ga_4QT8FMEX30*ZjMyYzNlZGYtMjIjMi00YTEyLTk3NmQtNDc4MTFjYWVmMDIwLjIwLjEuMTY5Mjc4OTMxNC40Ny4wLjA. Accessed August 2023.
- 2010 “Fredona Bullion Morrison.” Memorial ID: 57171449. Available at: https://www.findagrave.com/memorial/57171449/fredona-morrison?_gl=1*17b9rsg*_gcl_au*MTk4Mjk5MDU3MC4xNjkwMzAzMjY2*_ga*NzU5MjE0NTE4LjE2OTAzMMDyNjQ.*_ga_4QT8FMEX30*ZjMyYzNlZGYtMjIjMi00YTEyLTk3NmQtNDc4MTFjYWVmMDIwLjIwLjEuMTY5Mjc4NzQwMS41OS4wLjA. Accessed August 2023.

Foster, T. R., T. Summerville, and T. Brown

- 2006 *The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas*. Prepared for the Texas Department of Transportation by PBS&J, Austin.

Hall, G. D.

- 1981 *Allen’s Creek: A Study in the Prehistory of the Lower Brazos River Valley, Texas*. Research Report 61. Texas Archeological Research Laboratory, The University of Texas at Austin.

Historic Aerials

- 2023 Historic Aerials. Available at: <https://www.historicaerials.com/viewer>. Accessed June 2023.

Houk, B. A., K. A. Miller, and E. A. Oksanen

- 2008 *The Gatlin Site (41KR621): Investigating Archaic Lifeways on the Southern Edwards Plateau of Central Texas*. SWCA Cultural Resource Report No. 08-149, SWCA Environmental Consultants, Austin, Texas.

Hudler, D. B.

- 2000 Modeling Paleolandscapes in Central Texas. Unpublished Ph.D. dissertation. Department of Anthropology. University of Texas, Austin, Texas.

Jelks, E. B.

- 1962 *The Kyle Site: A Stratified Central Texas Aspect Site in Hill County, Texas*. University of Texas Archaeology Series, No. 5.

Johnson, L., Jr.

- 1991 *Early Archaic Life at the Sleeper Archeological Site, 41BC65 of the Texas Hill County, Blanco County, Texas*. Report No. 39, Publications in Archeology, Texas State Department of Highways and Public Transportation, Highway Design Division, Austin.

Johnson, L., Jr., D. A. Suhm, and C. D. Tunnell

- 1962 Salvage Archeology of Canyon Reservoir: The Wunderlich, Footbridge, and Oblate Sites. *Texas Memorial Museum Bulletin No. 5*, The University of Texas at Austin.

Johnson, L., Jr., and G. T. Goode

- 1994 A New Try at Dating and Characterizing Holocene Climates, as Well as Archeological Periods, on the Eastern Edwards Plateau. *Bulletin of the Texas Archeological Society* 65:1–51.

Kleinbach, K., G. Mehalchick, J. T. Abbott, and J. M. Quigg

- 1995 Other Analyses. In *NRHP Significance Testing of 57 Prehistoric Archeological Sites on Fort Hood, Texas*, Volume II, edited by James T. Abbott and W. Nicholas Trierweiler, pp. 765–842. Archeological Resource Management Series, Research Report No. 34. United States Army Fort Hood.

Lukowski, P. D.

- 1987 *Archaeological Investigations Along the Leona River Watershed, Uvalde County, Texas*. Archaeological Survey Report No. 132, Center for Archaeological Research, University of Texas at San Antonio.

Mahoney, R. B., S. A. Tomka, R. P. Mauldin, H. J. Shafer, L.C. Nordt, R. D. Greaves, and R. R. Galdeano

- 2003 *Data Recovery Excavations at 41MM340: A Late Archaic Site along Little River in Milam County, Texas*. Archaeological Survey Report, No. 340, Center for Archaeological Research, University of Texas at San Antonio and Texas Department of Transportation, Environmental Affairs Division, Archeology Studies Program, Report 54. San Antonio.

McKinney, W. W.

- 1981 Early Holocene Adaptations in Central and Southern Texas: The Problem of the Paleoindian-Archaic Transition. *Bulletin of the Texas Archeological Society* 52:91–120.

Moore, David W. Jr, Martha Freeman, and Maryellen Russo

- 2013 *Agricultural Theme Study for Central Texas*. Report No. 2013-01. Texas Department of Transportation, Environmental Affairs Division, Historical Studies Branch. Austin, Texas.

Natural Resources Conservation Service (NRCS)

- 2023 Web Soil Survey. Available at: <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>. Accessed May 2023.

Newcomb, W. W., Jr.

- 2002 *The Indians of Texas*. University of Texas Press, Austin.

Odintz, Mark

- 2021 "Williamson County." Texas State Historical Association. Available at: <https://www.tshaonline.org/handbook/entr41illiamsonmson-county>. Accessed August 17, 2023.

Perttula, T. K. (editor)

- 2004 *The Prehistory of Texas*. Texas A&M University Press, College Station.

Plochek, Robert

- 2006 "The Spanish Missions in Texas." Texas Almanac. Available at: <https://www.texasalmanac.com/articles/the-spanish-missions-in-texas>. Accessed August 17, 2023.

Prewitt, E. R.

- 1981 Cultural Chronology in Central Texas. *Bulletin of the Texas Archeological Society* 52:65–89.
- 1982 *Archeological Investigations at the Loeve-Fox Site, Williamson County, Texas*. Reprints in Archeology Number 1. Prewitt & Associates, Austin.
- 1985 From Circleville to Toyah: Comments on Central Texas Chronology. *Bulletin of the Texas Archeological Society* 54:201–238.

Shafer, H. J.

- 1988 The Prehistoric Legacy of the Lower Pecos Region of Texas. *Bulletin of the Texas Archeological Society* 59:23–52.

Sorrow, W. M., H. J. Shafer, and R. E. Ross

- 1967 *Excavations at Stillhouse Hollow Reservoir*. Papers of the Texas Archeological Salvage Project 11. The University of Texas at Austin, Austin.

Story, D. A.

- 1985 Adaptive Strategies of Archaic Cultures of the West Gulf Coastal Plain. In *Prehistoric Food Production in North America*, edited by R. I. Ford, pp. 19–56. Anthropological Papers 75. Museum of Anthropology, University of Michigan, Ann Arbor.

Suhm, D. A.

- 1960 A Review of Central Texas Archeology. *Bulletin of the Texas Archeological Society* 29:63–107.

Suhm, D. A., A. D. Krieger, and E. B. Jelks

- 1954 An Introductory Handbook of Texas Archeology. *Bulletin of the Texas Archeological Society* 25.

Taylor, A. J., and C. L. Highley

- 1995 *Archeological Investigations at the Loma Sandia Site (41LK28): A Prehistoric Cemetery and Campsite in Lone Oak County, Texas*. Studies in Archeology 20, Texas Archeological Research Laboratory, The University of Texas at Austin.

Taylor Daily Press, The

- 1942 “Stern Reelected Head of AAA Committeemen.” November 15, 1942. Page 6. Available at: <https://www.newspapers.com/image/50752820/?terms=%22clint%20farris%22&match=1>. Accessed August 2023.

Texas Department of Agriculture

- 2023 Family Land Heritage Program. All publications from 1974 to 2022. Available at: <https://www.texasagriculture.gov/News-Events/Family-Land-Heritage>. Accessed August 2023.

Texas Department of Transportation (TxDOT)

- 2023 TxDOT Historic Resources Aggregator. TxDOT Division of Environmental Affairs. Austin, Texas. Available at: <https://txdot.maps.arcgis.com/apps/webappviewer/index.html?id=e13ba0aa78bf4548a8e98758177a8dd5>. Accessed August 2023.

Texas Freedom Colonies Project

- 2023 Texas Freedom Colonies Atlas. Available at: <https://www.thetexasfreedomcoloniesproject.com/atlas>. Accessed August 18, 2023.

Texas General Land Office (GLO)

- 1849 Certificate # 241 (Abstract 478). Austin, Texas.

Texas Historical Commission (THC)

- 2023a Texas Archeological Sites Atlas restricted database, Texas Historical Commission. Available at: <https://atlas.thc.texas.gov/>. Accessed May 2023.

- 2023b Texas Historic Sites Atlas, Texas Historical Commission. Available at: <https://atlas.thc.state.tx.us/Map>. Accessed August 2023.

Texas Parks and Wildlife Department

- 2023 Texas Ecoregions. Available at: <https://tpwd.texas.gov/education/hunter-education/online-course/wildlife-conservation/texas-ecoregions>. Accessed May 2023.

Turner, E. S., and T. R. Hester

- 1999 *A Field Guide to Stone Artifacts of Texas Indians*. Third Edition. Texas Monthly Field Guide Series. Gulf Publishing Company, Houston, Texas.

Turpin, S. A.

- 2004 The Lower Pecos River Region of Texas and Northern Mexico. In *The Prehistory of Texas*. Edited by T. K. Pertulla, pp. 266–280. Texas A&M University Press, College Station.

U.S. Census Bureau

- 1900 "Austin." Washington, DC. Accessed via Ancestry Subscription Service. Accessed August 2023.

U.S. Census Office

- 1850 "Austin." Washington, DC. Accessed via Ancestry Subscription Service. Accessed August 2023.
- 1880 "Austin." Washington, DC. Accessed via Ancestry Subscription Service. Accessed August 2023.

U.S. Geological Survey (USGS)

- 1954 "Austin." Topographic Map. Scale 1:250,000. Washington, DC. Available at: <https://ngmdb.usgs.gov/topoview/viewer/#12/30.6983/-97.8649>. Accessed August 2023.
- 1963 Aerial image. February 3, 1963. USGS Earth Explorer. Available at: <https://earthexplorer.usgs.gov/>. Accessed August 2023.
- 2023a The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: <http://ngmdb.usgs.gov/maps/TopoView/>. Accessed May 2023.
- 2023b Texas Geology Web Map Viewer. Available at: <https://txpub.usgs.gov/txgeology/>. Accessed May 2023.

Webb, W. P. (Ed.)

- 1952 *The Handbook of Texas*. 2 Vols. Texas State Historical Association, Austin.

Weir, F. A.

- 1976 The Central Texas Archaic. Ph.D. dissertation, Department of Anthropology, Washington State University, Pullman.

Williamson Central Appraisal District (CAD)

- 1995 "Property Search." Available at: <https://search.wcad.org/>. Accessed August 17, 2023.

Williamson County Clerk

- 1851 Deed: 2/391. Williamson County Clerk. Georgetown, Texas.
- 1871 Deed: 13/198. Williamson County Clerk. Georgetown, Texas.
- 1878 Court Order: 19/544. Williamson County Clerk. Georgetown, Texas.
- 1881 Deed: 25/336. Williamson County Clerk. Georgetown, Texas.
- 1881 Deed: 25/486. Williamson County Clerk. Georgetown, Texas.
- 1887 Deed: 41/571. Williamson County Clerk. Georgetown, Texas.
- 1889a Deed: 48/377. Williamson County Clerk. Georgetown, Texas.
- 1889b Deed: 51/57. Williamson County Clerk. Georgetown, Texas.
- 1889c Deed: 51/48. Williamson County Clerk. Georgetown, Texas.

- 1891 Deed: 57/230. Williamson County Clerk. Georgetown, Texas.
- 1893 Deed: 66/14. Williamson County Clerk. Georgetown, Texas.
- 1894a Deed: 71/102. Williamson County Clerk. Georgetown, Texas.
- 1894b Deed: 71/184. Williamson County Clerk. Georgetown, Texas.
- 1894c Deed: 71/415. Williamson County Clerk. Georgetown, Texas.
- 1937 Deed: 286/140. Williamson County Clerk. Georgetown, Texas.
- 1942 Affidavit 312/418. Williamson County Clerk. Georgetown, Texas.
- 1954 Deed: 394/600. Williamson County Clerk. Georgetown, Texas.
- 1993 Deed: 2319/884. Williamson County Clerk. Georgetown, Texas.
- 2005a Deed #2005007548. Williamson County Clerk. Georgetown, Texas.
- 2005a Deed #2015071564. Williamson County Clerk. Georgetown, Texas.

Wyckoff, D. G.

- 1995 A Summary of the Calf Creek Horizon in Oklahoma. *Bulletin of the Oklahoma Anthropological Society* 43:179–210.

APPENDIX A

Shovel Test Data

Table A-1. Shovel Test Data

ST No.	Level	Depth (cmbs)	Soil Texture	Munsell	Result *	Description/Comments	Reason for Termination
ALY 001	1	0–22	Clay Loam	10YR 4/2	N	At least 25 percent gravel and pebbles-subangular, mostly limestone.	–
ALY 001	2	22–45	Clay Loam	10YR 5/4	N	Higher clay content than Level 1. 30 to 40 percent limestone gravels.	Sterile subsoil
ALY 002	1	0–30	Clay	10YR 2/1	N	Sticky clay with <1 percent limestone subangular pebbles. Root mat max depth about 10 cmbs.	–
ALY 002	2	0–45	Clay	10YR 3/1	N	Very sticky and compact.	Sterile subsoil
ALY 003	1	0–25	Clay Loam	10YR 3/2	N	At least 15 percent rootlets and roots. A few snail shells- <1 percent.	Root impasse
ALY 004	1	0–33	Clay	10YR 2/1	N	Sticky, friable to firm. Root mat to about 5 cmbs. About 2 to 3 percent subang/subround gravel and pebbles.	–
ALY 004	2	33–50	Clay	10YR 3/1	N	Very sticky and firmer than level 1. 1–2 percent subangular limestone gravels and small pebbles.	Sterile subsoil
ALY 005	1	0–20	Clay Loam	10YR 3/2	N	5 percent or less limestone gravels. Root mat 0–5 cmbs.	–
ALY 005	2	20–35	Clay	10YR 4/3	N	10 percent limestone gravels and pebbles, mostly gravel.	Sterile subsoil
ALY 006	1	0–50	Clay	10YR 3/1	N	Moist (rained last night), very sticky clay, more compact with depth. One cobble and 1 to 2 percent gravels and pebbles - subround, subangular. Root mat base is 5 to 10 cmbs.	Root impasse
ALY 007	1	0–36	Clay Loam	10YR 3/1	N	15–20 percent rootlets and roots. 3–5 percent limestone gravel, pebble, cobbles. Sticky, moist slightly friable soil.	Root impasse
ALY 008	1	0–25	Clay Loam	10YR 3/1	N	20 percent rootlets and roots, including 5 cm thick root mat.	–
ALY 008	2	25–45	Clay	10YR 3/1	N	Increased stickiness and more compact with depth.	Sterile subsoil
ALY 009	1	0–22	Clay	10YR 2/1	N	5 percent rootlets, 5 percent limestone cobbles and pebbles, limestone bedrock at depth.	Bedrock
ALY 010	1	0–20	Clay Loam	10YR 3/1	N	10 percent rootlets and 1 percent limestone pebbles. Moist, sticky soil.	–
ALY 010	2	20–36	Clay	10YR 3/1	N	Moist, very sticky soil with pockets of degraded limestone (bedrock)	Sterile subsoil
ALY 011	1	0–26	Clay Loam	10YR 3/2	N	5 percent rootlets. 10 to 20 percent limestone cobbles and pebbles, subangular.	Bedrock
ALY 012	1	0–22	Clay Loam	7.5YR 3/2	N	5 percent limestone gravel, pebbles, cobble-subangular.	–
ALY 012	2	22–40	Clay Loam	10YR 3/1	N	15 percent rootlets, 1–2 percent pebbles and cobble- chert and limestone, subrounded and subangular.	Bedrock
ALY 013	1	0–20	Clay Loam	10YR 2/1	N	10 percent rootlets and small roots, including 5 cm thick root mat.	–
ALY 013	2	20–40	Clay	10YR 3/1	N	Very sticky. 5 percent rootlets.	Sterile subsoil
ALY 014	1	0–23	Clay Loam	10YR 2/1	N	Root mat down to 7 cmbs.	–
ALY 014	2	23–44	Clay	10YR 4/1	N	Sticky, compact soil.	Sterile subsoil
ALY 015	1	0–20	Clay Loam	10YR 2/1	N	Root mat to 8 cmbs. A few limestone cobbles, small to large.	–
ALY 015	2	20–40	Clay	10YR 3/1	N	Sticky, compact.	Sterile subsoil
ALY 016	1	0–21	Clay Loam	10YR 3/2	N	Root mat max depth is about 10 cmbs, a few limestone pebbles.	–
ALY 016	2	21–33	Clay Loam	10YR 4/3	N	2 percent limestone pebbles, subangular.	Bedrock

ST No.	Level	Depth (cmbs)	Soil Texture	Munsell	Result *	Description/Comments	Reason for Termination
ALY 017	1	0–26	Clay Loam	10YR 2/1	N	Root mat 0–8 cmbs.	–
ALY 017	2	26–41	Clay	10YR 2/2	N	Sticky, more compact than level 1.	Sterile subsoil
ALY 018	1	0–20	Clay Loam	2.5Y 4/2	N	Over 75 percent limestone gravels mostly with a few limestone pebbles and small cobbles, subangular and angular.	Bedrock
BAB 001	1	0–30	Silty Clay	10YR 5/3	N	10% gravels terminated at limestone bedrock, some 3% shell.	–
BAB 001	2	30–45	Clay Loam	10YR 3/4	N	Soil is loamy with soft consistency, some 3% shell and shell fragments, insect burrows present.	Bedrock
BAB 002	1	0–50	Silty Clay	10YR 3/4	N	Soil is water saturated with high clay content, 20% roots, 10% rootlets.	–
BAB 002	2	50–80	Sandy Clay	10YR 4/1	N	Mottling of light brown 10YR 7/3. Mussel shells and small roots observed.	Depth
BAB 003	1	0–40	Clay	10YR 5/1	N	Few gravels.	–
BAB 003	2	40–50	Clay Loam	7.5YR 4/1	N	Common rootlets, few gravels.	Sterile subsoil
BAB 004	1	0–26	Clay Loam	10YR 2/1	N	Root mat 0–8 cmbs.	–
BAB 004	2	26–41	Clay	10YR 2/2	N	Sticky, more compact than level 1.	Sterile subsoil
BAB 005	1	0–25	Sandy Clay	10YR 4/4	N	Limestone bedrock. <2% small rocks, <2% small roots.	Bedrock
BAB 006	1	0–40	Sandy Clay	10YR 4/4	N	Limestone bedrock. <5% small roots.	Bedrock
BAB 007	1	0–20	Sandy Clay	10YR 4/4	N	<2% rootlets, limestone observed throughout.	Bedrock
BKM 001	1	0–30	Clay Loam	10YR 6/2	N	Few gravels.	–
BKM 001	2	30–40	Clay Loam	10YR 6/6	N	Few gravels.	Sterile subsoil
BKM 002	1	0–30	Clay	10YR 3/2	N	Few rootlets.	–
BKM 002	2	30–40	Clay	10YR 2/2	N	Few rootlets and roots.	Sterile subsoil
BKM 003	1	0–40	Clay Loam	10YR 5/3	N	Moderate roots.	–
BKM 003	2	40–45	Clay	10YR 4/2	N	Common roots, impasse at 45 cmbs.	Root impasse
BKM 004	1	0–30	Clay	7.5YR 4/1	N	Few rootlets and pebbles.	–
BKM 004	2	30–40	Clay	10YR 5/3	N	Few pebbles.	Sterile subsoil
BKM 005	1	0–30	Clay	7.5YR 4/1	N	Few rootlets and pebbles.	–
BKM 005	2	30–40	Clay	10YR 5/3	N	Few pebbles.	Sterile subsoil
BKM 006	1	0–35	Clay Loam	7.5YR 6/4	N	Common gravels and pebbles. Impasse at 35 cmbs.	Rock impasse
BKM 007	1	0–35	Clay	10YR 5/3	N	Common pebbles.	–
BKM 007	2	35–45	Clay	7.5YR 4/1	N	Common rootlets, pebbles, reddish mottles at depth.	Sterile subsoil
BKM 008	1	0–30	Clay	10YR 5/3	N	Common pebbles.	–
BKM 008	2	30–40	Clay	7.5YR 4/1	N	Common rootlets, pebbles, reddish mottle at depth.	Sterile subsoil
BKM 009	1	0–35	Clay	7.5YR 4/1	N	Abundant rootlets and roots. Impasse at 35 cmbs.	Root impasse
BKM 010	1	0–35	Clay	10YR 5/3	N	Common pebbles.	–

ST No.	Level	Depth (cmbs)	Soil Texture	Munsell	Result *	Description/Comments	Reason for Termination
BKM 010	2	35–40	Clay	7.5YR 4/1	N	Common rootlets, pebbles, reddish mottle at depth.	Sterile subsoil
BKM 011	1	0–20	Clay	7.5YR 4/2	N	Common roots and gravels, large rocks. Impasse at 20 cmbs.	Rock impasse
BKM 012	1	0–30	Clay	7.5YR 4/2	N	Moderate roots and pebbles.	–
BKM 012	2	30–40	Clay	10YR 4/1	N	Few rootlets and pebbles.	Sterile subsoil
BKM 013	1	0–40	Clay Loam	7.5YR 4/2	N	Abundant roots, few pebbles. Impasse at 40 cmbs.	Root impasse
BKM 014	1	0–20	Clay Loam	7.5YR 5/3	N	Abundant gravels, large rocks. Impasse at 20 cmbs.	Rock impasse
BKM 015	1	0–30	Clay Loam	7.5YR 5/2	N	Common rootlets and gravels, pebbles.	–
BKM 015	2	30–35	Clay	10YR 5/2	N	Common pebbles.	Sterile subsoil
BKM 016	1	0–40	Clay Loam	7.5YR 4/1	N	Common roots, gravels, pebbles. Large root impasse at 40 cmbs.	Root impasse
BKM 017	1	0–20	Clay Loam	7.5YR 4/2	N	Abundant white and orange mottles, common gravels and pebbles, disturbed soil.	Disturbance
BKM 018	1	0–35	Clay Loam	7.5YR 6/6	N	Abundant gravels and pebbles, possible fill soil.	–
BKM 018	2	35–45	Clay	10YR 4/1	N	Common gravels and pebbles.	Sterile subsoil
BKM 019	1	0–30	Clay	10YR 4/1	N	Common gravels and pebbles.	–
BKM 019	2	30–40	Clay Loam	7.5YR 6/6	N	Abundant gravels and pebbles, possible fill soil.	Sterile subsoil
BKM 020	1	0–40	Clay	10YR 5/1	N	Few gravels.	–
BKM 020	2	40–50	Clay Loam	7.5YR 4/1	N	Common rootlets, few gravels.	Sterile subsoil
BKM 021	1	0–30	Clay Loam	7.5YR 4/1	N	Common rootlets, few gravels.	–
BKM 021	2	0–40	Clay	10YR 5/1	N	Few gravels.	Sterile subsoil
BKM 022	1	0–30	Clay Loam	7.5YR 4/1	N	Common rootlets, few gravels.	–
BKM 022	2	30–40	Clay	10YR 5/1	N	Few gravels.	Sterile subsoil
CRG 001	1	0–25	Sandy Clay	10YR 4/4	N	Limestone bedrock. <2% small rocks, <2% small roots.	Bedrock
CRG 002	1	0–50	Sandy Clay	10YR 4/4	N	10% small roots, limestone at bottom depth.	Bedrock
CRG 003	1	0–40	Sandy Clay	10YR 4/4	N	Limestone bedrock. <5% small roots.	Bedrock
CRG 004	1	0–20	Sandy Clay	10YR 4/4	N	<2% rootlets, limestone observed throughout.	Bedrock
CRG 001a	1	0–40	Clay	10YR 2/1	N	10% conglomerate nodules (.1cm to 1cm in diameter) with CaCO ₃ and small pebbles	Sterile Subsoil
CRG 002a	1	0–35	Clay	10YR 2/1	N	Very compact soil at 30cmbs. 10% conglomerate nodules (.5cm to 2cm in diameter) with CaCO ₃ and small pebbles	Sterile Subsoil
CRG 003a	1	0–40	Clay	10YR 2/2	N	Small grass roots 0–10cmbs <2%, 5% small pebbles and CaCO ₃ nodules	Sterile Subsoil
CRG 004a	1	0–35	Clay	10YR 2/2	N	Iron oxides are visible in soil. 10% small grass roots 0–5cmbs, soil is very compact at ending depth	Sterile Subsoil
CRG 005a	1	0–30	Clay	7.5YR 4/1	N	Soil is very dry and compact, <2% small grass roots 0–5 cmbs	Basal Clay
CRG 006a	1	0–40	Clay	10YR 2/1	N	<2% iron oxides observed throughout soil, small pebbles, and large rocks <2%	Basal Clay

ST No.	Level	Depth (cmbs)	Soil Texture	Munsell	Result *	Description/Comments	Reason for Termination
KMG 001	1	0–25	Clay Loam	10YR 2/2	N	Dense moist clay loam. Very sticky. 2% rootlets. 20% limestone gravels.	Bedrock
KMG 002	1	0–15	Clay Loam	10YR 2/2	N	Dense moist clay loam. Very sticky. 2% rootlets. 25% limestone gravels.	Bedrock
KMG 003	1	0–25	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 5% limestone gravels.	Bedrock
KMG 004	1	0–45	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 2% limestone gravels.	Bedrock
KMG 005	1	0–15	Clay Loam	10YR 2/2	N	Dense moist clay loam. Very sticky. 2% rootlets. 20% limestone gravels.	Bedrock
KMG 006	1	0–35	Clay Loam	10YR 2/2	N	Dense moist clay loam. Very sticky. 2% rootlets. 2% limestone gravels.	Bedrock
KMG 007	1	0–25	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. <5% rootlets. 2% limestone gravels.	–
KMG 007	2	25–35	Clay Loam	5YR 6/2	N	Dense moist clay loam. Very sticky. <5% rootlets. 1% limestone gravels.	Root impasse
KMG 008	1	0–10	Clay Loam	10YR 3/2	N	Dense moist clay loam. Very sticky. 1% rootlets. 10% limestone gravels.	Bedrock
KMG 009	1	0–45	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 1% rootlets. 2% limestone gravels. Small fragments of shell.	Bedrock
KMG 010	1	0–10	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 10% limestone gravels.	Bedrock
KMG 011	1	0–25	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 10% limestone gravels.	Bedrock
KMG 012	1	0–35	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 5% limestone gravels.	Bedrock
KMG 013	1	0–30	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. <5% limestone gravels.	Bedrock
KMG 014	1	0–20	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 10% limestone gravels.	Bedrock
KMG 015	1	0–20	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 5% limestone gravels.	Bedrock
KMG 016	1	0–10	Clay Loam	10YR 2/1	N	Dense moist clay loam. Very sticky. 2% rootlets. 20% limestone gravels.	Bedrock
LSD 001	1	0–25	Silty Clay	10YR 2/1	N	2 cobbles. Grass surface.	Bedrock
LSD 002	1	0–10	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 003	1	0–10	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 004	1	0–10	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 005	1	0–10	Silty Clay	10YR 2/1	N	Gravel surface.	Bedrock
LSD 006	1	0–15	Silty Clay	10YR 2/1	N	Cultivated yard.	Bedrock
LSD 007	1	0–10	Silty Clay	10YR 2/1	N	Bedrock visible on surface.	Bedrock
LSD 008	1	0–25	Silty Clay	10YR 2/1	N	Mottled with 10YR 5/4.	Bedrock
LSD 009	1	0–10	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 010	1	0–10	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 011	1	0–15	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 012	1	0–10	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 013	1	0–30	Silty Clay	10YR 2/1	N	Roots within top 5 cmbs.	Bedrock
LSD 014	1	0–30	Silty Clay	10YR 2/1	N	None.	Bedrock

ST No.	Level	Depth (cmbs)	Soil Texture	Munsell	Result *	Description/Comments	Reason for Termination
LSD 015	1	0–5	Silty Clay	10YR 2/1	N	None.	Water table
LSD 016	1	0–10	Silty Clay	10YR 2/1	N	None.	Bedrock
LSD 017	1	0–15	Silty Clay	10YR 2/2	N	None.	Bedrock
LSD 018	1	0–5	Silty Clay	10YR 2/1	N	Exposed bedrock area, gravels.	Bedrock
LSD 019	1	0–30	Silty Clay	10YR 2/1	N	Biomass mix in top 5 cmbs. Grass surface.	Bedrock

* N = Negative; cmbs = centimeters below surface

Commissioners Court - Regular Session**34.****Meeting Date:** 07/02/2024

23IFB67 Corridor C - SH 29 Bypass - Change Order #2 (Jonah Water Line Meter)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$9,568.50 for Project 23IFB67 Corridor C - SH 29 (Capital Excavation) P: 459 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for additional work related to maintaining an existing Jonah water service that was identified during the relocation of the new Jonah water line along CR 106 but was not accounted for in the plans. Per RFI 2, Jonah stated to maintain the existing service and provided revised plan sheets and additional quantities for this work.

This Change Order results in an increase of \$9,568.50 to the Contract amount, for an adjusted Contract total of \$30,556,617.53. The original Contract amount was \$30,540,848.03. As a result of this and previous Change Orders, \$15,769.50 has been added to the Contract, resulting in a .05% increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

Fiscal Impact

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

Attachments

23IFB67-CorridorC-SH29-CO#2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 12:57 PM

Started On: 06/19/2024 08:36 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contractor: Capital Excavation NTP Required: ☐ Yes ☒ No

Project Name: Corridor C-SH 29 Bypass

Change Order Work Limits: Sta. 11+00 to Sta. 12+00 (Jonah Stations)

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 1B (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Work to be performed in accordance with Items: See attached.

New or revised plan sheet(s) are attached and numbered: 472 and 472A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

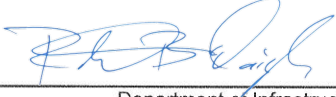
Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<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 _____</p> <p>By <u>joe chesney</u> <small>Digitally signed by joe chesney DN: cn=joe chesney, o=Capital Excavation, ou=Capital Excavation, email=joe.chesney@capitalexcavation.com, c=US</small></p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>0</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$9,568.50</u></p> <p>Original Contract Amount: <u>\$30,540,848.03</u></p> <p>Total Change Orders To-Date: <u>\$15,769.50</u></p> <p>Percent Change in Original Contract: <u>0.05%</u></p>
--	---

RECOMMENDED FOR EXECUTION:


Senior Construction Engineer Date 6/18/2024

RECOMMENDED FOR EXECUTION:


Department of Infrastructure Date 6/26/2024
Williamson County


Program Manager Date 6/26/2024

APPROVED:


Jonah Water Special Utility District Date 6.24.24

Presiding Officer of the
Williamson County Commissioners Court Date _____

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 22IFB67

TABLE A: Force Account Work and Materials Placed into Stock[illegible]

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
J107-19	CAP EXISTING 1.5" WATER LINE; INSTALLED	EA	\$640.00	2.00	\$1,280.00	2.00	4.00	\$2,560.00	\$1,280.00
J107-22	TRENCH SAFETY	LF	\$4.70	2,748.00	\$12,915.60	55.00	2,803.00	\$13,174.10	\$258.50
J107-26	2"C-900, DR-18 PVC PIPE;W/ TRACER WIRE; INSTALLED	LF	\$41.00	0.00	\$0.00	55.00	55.00	\$2,255.00	\$2,255.00
J107-27	2" GATE VALVE, BOX, AND MARKER; INSTALLED	EA	\$1,925.00	0.00	\$0.00	1.00	1.00	\$1,925.00	\$1,925.00
J107-28	CONNECT EXISTING 1.5" TO NEW 2"; INSTALLED	EA	\$3,850.00	0.00	\$0.00	1.00	1.00	\$3,850.00	\$3,850.00
TOTALS					\$14,195.60			\$23,764.10	\$9,568.50

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Corridor C- SH29 Bypass Williamson County Project No. 23IFB67 Change Order No. 2

Reason for Change

This Change Order compensates the Contractor for additional work related to maintaining an existing Jonah water service that was identified during the relocation of the new Jonah water line along CR 106 but was not accounted for in the plans. Per RFI 2, Jonah stated to maintain the existing service and provided revised plan sheets and additional quantities for this work.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J107-26	2" C-900, DR -18 PVC PIPE; W/ TRACER WIRE; INSTALLED	55	LF
J107-27	2" GATE VALVE, BOX, AND MARKER; INSTALLED	1	EA
J107-28	CONNECT EXISTING 1.5" TO NEW 2"; INSTALLED	1	EA

This Change Order results in an increase of \$9,568.50 to the Contract amount, for an adjusted Contract total of \$30,556,617.53. The original Contract amount was \$30,540,848.03. As a result of this and previous Change Orders, \$15,769.50 has been added to the Contract, resulting in a .05% increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Corridor C - SH 29 Bypass	Solicitation #:	23IFB67
Date awarded	8/22/2023		
Awarded Contract Amount		\$30,540,848.03	
			Percentage Change
Change order #1		\$6,201.00	0.02%
Change order #2		\$9,568.50	0.03%
Total changes to date		<hr/> \$15,769.50	<hr/> 0.05%
Adjusted contract amount		\$30,556,617.53	(Running totals here)



PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 4

Date: 5/9/2024

QuoteTo:

Project: SH 29 BYPASS (1059)

Capital Project #: 1059

Description: Jonah 2" Waterline

Item	Description	Quantity	Unit	Unit Price	Amount
CO	2" C-900, DR-18 PVC Pipe	55.00	LF	41.00	2,255.00
CO	2" Gate Valve	1.00	EA	1,925.00	1,925.00
CO	Connect Existing 1.5" to New 2"	1.00	EA	3,850.00	3,850.00
	Cap Existing 1.5" Waterline	2.00	EA	640.00	1,280.00
	Trench Safety	55.00	LF	4.70	258.50

GRAND TOTAL	9,568.50
-------------	----------

Scope: Additional 2" Jonah Waterline per RFI 2.

Capital Excavation Requests an additional : TIA day(s)



REQUEST FOR INFORMATION FORM

RFI NO.: 2 DATE: 10/6/23
PROJECT: 23IFB67 - SH 29 Bypass RESPONSE REQUESTED BY
DATE: 10/6/23
TO: Jonah Water: Miles Whitney, P.E.

REFERENCE: Jonah Plan Sheet #4 (also #472)

PROBLEM:

Jonah's staff have identified an existing meter, that was not acknowledged in the current plan set.

RECOMMENDED SOLUTION:

Jonah to provide updated plan sheets.

Miles Whitney, P.E.
Originator

N/A
Supervisor

RESPONSE:

See the revised sheet #4 and the added plan sheet 4.1 to the project plans, to maintain service to this existing meter.

Miles Whitney, P.E.
Responder

10/6/2023
Date

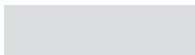
Sign, Date & Return to HNTB [via e-mail](#).

Mail original to: NA

HNTB Corporation
101 E. Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Attachments to RFI:

Cc:



Eddie R. Church

From: Miles Whitney <Miles@cayotecon.com>
Sent: Friday, October 6, 2023 10:34 AM
To: Eddie R. Church
Cc: 70326_CorridorC_SH29Bypass; Kyle McCoy; Steven Shull; Oscar Salazar-Bueno; rwalla@jonahwater.com; John Stanley
Subject: RE: Jonah - SH 29 Corridor C; Change Order Request
Attachments: Hwy 29 Coor C JWSUD Sht 4 4.1 9.19.23.pdf

Jonah's staff have identified an existing meter, that was not acknowledged on the current plans set. Please see the revised and add plan sheet 4 and the added plan sheet 4.1 to the project plans, to maintain service to this existing meter.

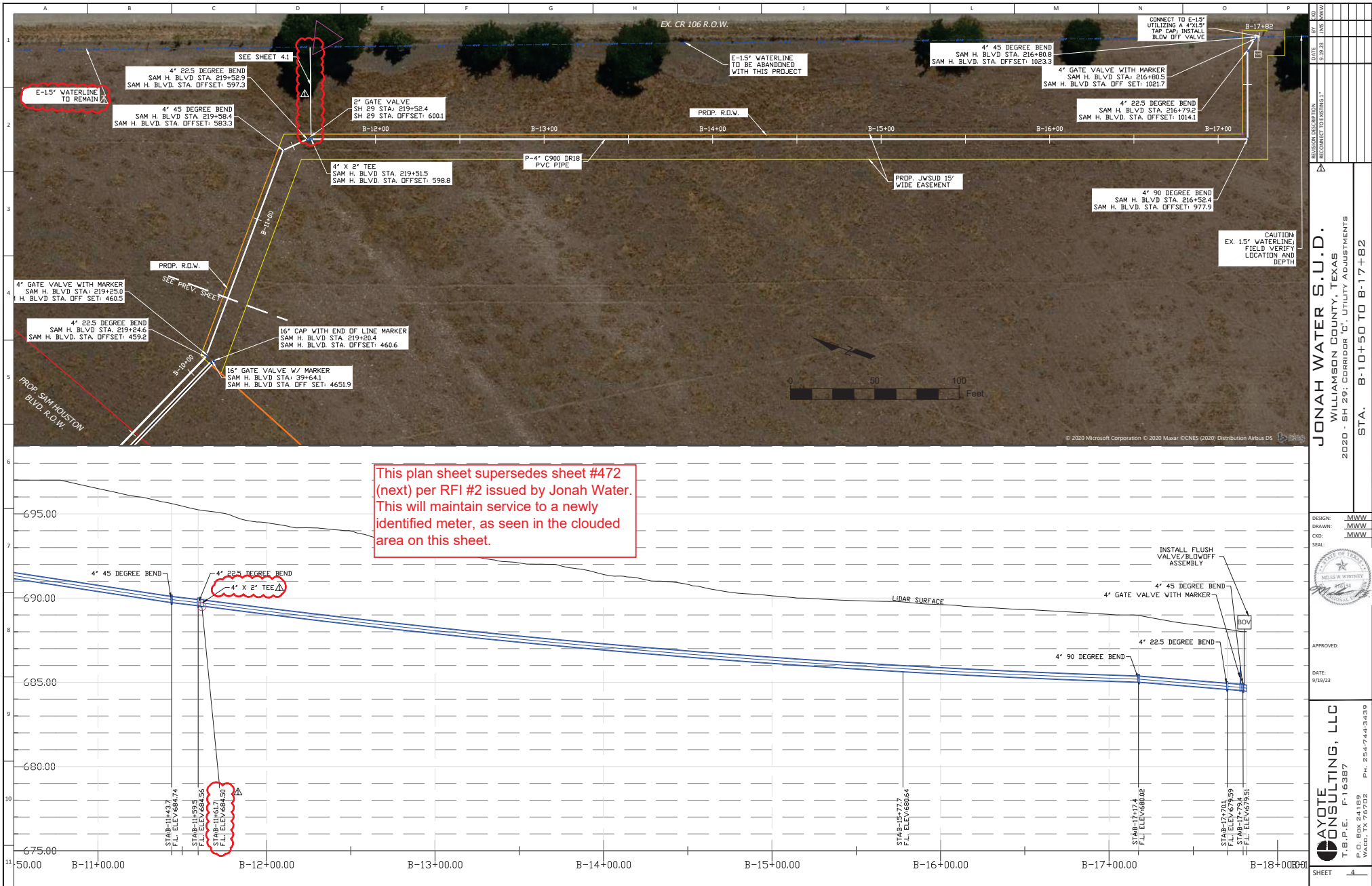
In the next phases of the roadway project with ultimate roadway is constructed then we will work to revise and completely relocate the service line out of the ROW.

Below are the Qty changes that these revised sheets include.

		Sheets				
Column1	Column2	Column10	Column11	Column19	Column20	Column21
Item No.	Item Description	4	4.1	Revised Project Totals	Original Project Qty.	Δ
4.1	2" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed		55	55	0	55
11.1	2" Gate Valve, Box, and Marker; Installed		1	1	0	1
15.1	Connect Existing 1.5" to New 2"; Installed		1	1	0	1
19	Cap Existing 1.5" Waterline; Installed	1	2	4	2	2
22	Trench Safety	732	55	2,803	2748	55

Sincerely,

Miles Whitney, P.E.



REVISION DESCRIPTION	DATE	BY
RECONNECT TO EXISTING 1"	9/19/23	MS/MWW

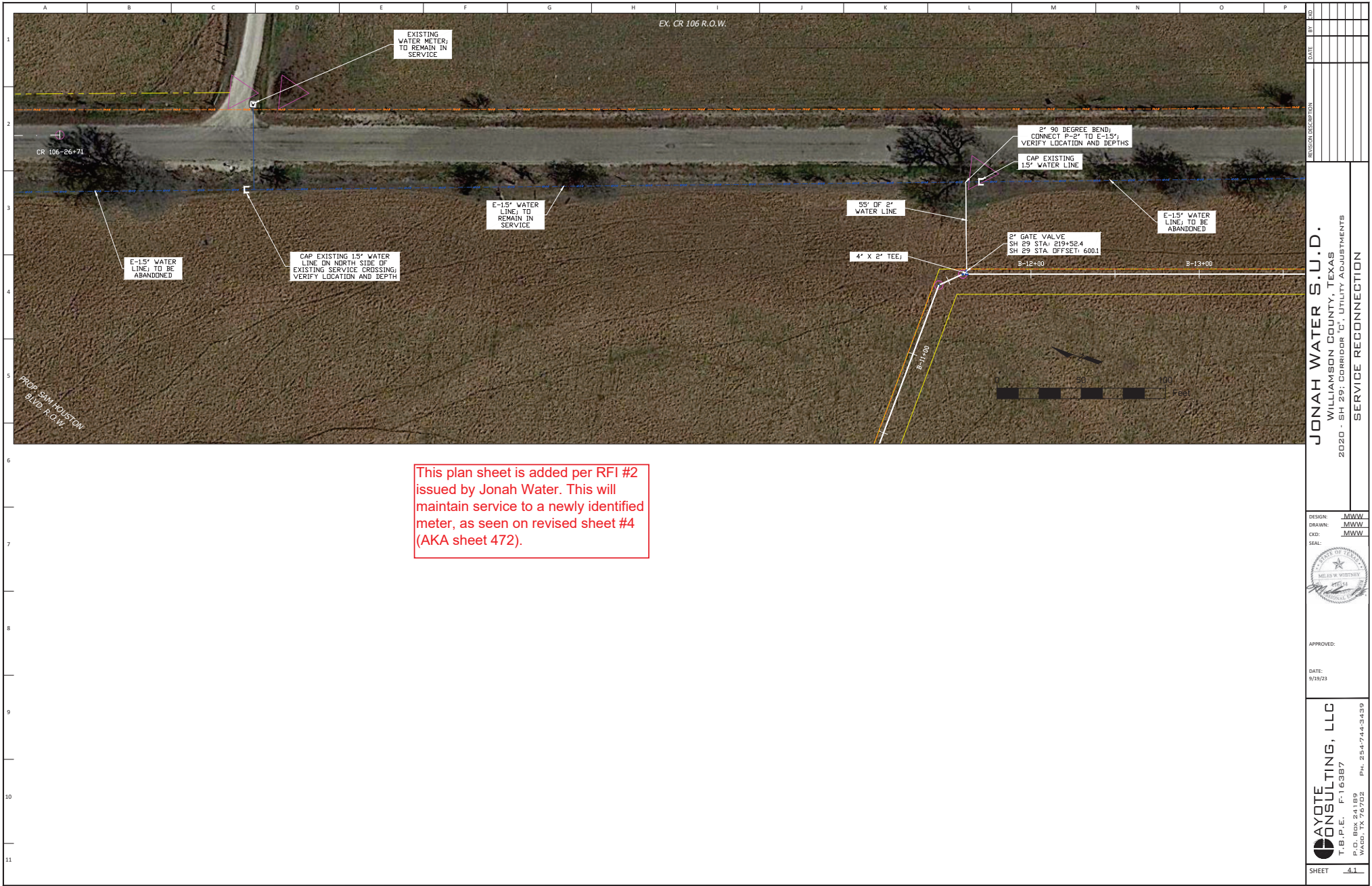
JONAH WATER S.U.D.
 WILLIAMSON COUNTY, TEXAS
 2020 - SH 29; CORRIDOR "C", UTILITY ADJUSTMENTS
 STA. B-10+50 TO B-17+82

DESIGN: MWW
 DRAWN: MWW
 CRO: MWW
 SEAL: [Professional Engineer Seal]

APPROVED: [Signature]
 DATE: 9/19/23

AYOTE CONSULTING, LLC
 T.B.P.E. F.16387
 P.O. BOX 24189
 WACO, TX 76702 PH. 254-744-3439

SHEET 4



This plan sheet is added per RFI #2 issued by Jonah Water. This will maintain service to a newly identified meter, as seen on revised sheet #4 (AKA sheet 472).

REVISION DESCRIPTION	
NO.	DATE

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2020 - SH 29; CORRIDOR "C", UTILITY ADJUSTMENTS
SERVICE RECONNECTION

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:
DATE: 9/19/23

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

Commissioners Court - Regular Session**35.****Meeting Date:** 07/02/2024

24IFB15 Liberty Hill Bypass - Change Order #3 (Liberty Hill Water Line)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$229,702.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 346 Funding Source: Road Bond.

Background

This Change Order allows the County's contractor to relocate an existing water line along Bagdad Road that is in conflict with the proposed Liberty Hill Bypass roadway construction. The City of Liberty Hill was scheduled to have this conflict cleared by October of 2024, but their project has now been delayed to the first quarter of 2025. In order to avoid this delay the water line work will be added to the Liberty Hill Bypass roadway project via Change Order to Williamson County's project. This will help avoid delays of the roadway construction. Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of \$229,702.00 to the Contract amount, for an adjusted Contract total of \$14,429,911.00. The original Contract amount was \$14,149,449.00. As a result of this and all Change Orders to-date, \$280,462.00 has been added to the Contract, resulting in an 1.98% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

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

Attachments

24IFB15-LHB_CO#3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:50 PM

Started On: 06/26/2024 04:29 PM

CHANGE ORDER NUMBER: 3

Presiding Officer of the Williamson County Commissioners Court _____ Date _____

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 24IFB15

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
COLH-01	FURN & INSTALL 6" C900, DR 18 WATER MAIN PVC (BLUE) AS PER PLANS & SPECS., COMPLETE IN PLACE:	LF	\$115.00	0.00	\$0.00	1,196.00	1,196.00	\$137,540.00	\$137,540.00
COLH-02	FURN & INSTALL 6" GATE VALVE w/VALVE BOX AS PER PLANS & SPECS., COMPLETE IN PLACE:	EA	\$2,750.00	0.00	\$0.00	2.00	2.00	\$5,500.00	\$5,500.00
COLH-03	FURNISH & INSTALL STANDARD FIRE HYDRANT ASSEMBLY AS PER PLANS & SPECS., COMPLETE IN PLACE:	EA	\$12,750.00	0.00	\$0.00	2.00	2.00	\$25,500.00	\$25,500.00
COLH-04	FURNISH & INSTALL 12"X6" CUT-IN-TEE	EA	\$7,550.00	0.00	\$0.00	2.00	2.00	\$15,100.00	\$15,100.00
COLH-05	FURNISH & INSTALL M.J. SSB CL-350 D.I. FITTINGS w/CEMENT MORTAR LINING AND RESTRAINTS GLANDS AS PER PLANS & SPECS., COMPLETE IN PLACE	LBS	\$30.00	0.00	\$0.00	160.00	160.00	\$4,800.00	\$4,800.00
COLH-06	FURNISH & INSTALL SILT FENCE FOR TEMPOARY EOSION CONTROL PER PLANS & SPECS., COMPLETE IN PLACE	LF	\$4.00	0.00	\$0.00	1,196.00	1,196.00	\$4,784.00	\$4,784.00
COLH-07	PROVIDE TRENCH & SHORING SAFETY AS REQ'D. AS PER PLANS & SPECS., COMPLETE IN PLACE	LF	\$2.50	0.00	\$0.00	1,196.00	1,196.00	\$2,990.00	\$2,990.00
COLH-08	PROVIDE CLEARING & CHIPPING AS REQ'D. AS PER PLANS & SPECS., COMPLETE IN PLACE	LF	\$12.00	0.00	\$0.00	1,196.00	1,196.00	\$14,352.00	\$14,352.00
COLH-09	FURNISH & INSTALL REVEGETATION IN AREAS DISTURBED BY CONSTRUCTION AS PER PLANS & SPECS., COMPLETE IN PLACE	LF	\$15.00	0.00	\$0.00	1,196.00	1,196.00	\$17,940.00	\$17,940.00
COLH-10	REMOVE SILT FENCING FOR TEMPORARY EROSION CONTROL PER PLANS & SPECS., COMPLETE IN PLACE	LF	\$1.00	0.00	\$0.00	1,196.00	1,196.00	\$1,196.00	\$1,196.00
TOTALS					\$0.00			\$229,702.00	\$229,702.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Liberty Hill Bypass Williamson County Project No. 24IFB15

Change Order No. 3

Reason for Change

This Change Order allows the County's contractor to relocate an existing water line along Bagdad Road that is in conflict with the proposed Liberty Hill Bypass roadway construction. The City of Liberty Hill was scheduled to have this conflict cleared by October of 2024, but their project has now been delayed to the first quarter of 2025. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. This will help avoid delays of the roadway construction.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
COLH-01	FURNISH & INSTALL 6" C900, DR-18 WATER MAIN PVC (BLUE) AS PER PLANS & SPECS., COMPLETE IN PLACE	1196	LF
COLH-02	FURNISH & INSTALL 6" GATE VALVE w/VALVE BOX PER PLANS & SPECS., COMPLETE IN PLACE	2	EA
COLH-03	FURNISH & INSTALL STANDARD FIRE HYDRANT ASSEMBLY AS PER PLANS & SPECS., COMPLETE IN PLACE:	2	EA
COLH-04	FURNISH & INSTALL 12"X6" CUT-IN-TEE	2	EA
COLH-05	FURNISH & INSTALL M.J. SSB CL-350 D.I. FITTINGS w/CEMENT MORTAR LINING AND RESTRAINTS GLANDS AS PER PLANS & SPECS., COMPLETE IN PLACE	160	LBS
COLH-06	FURNISH & INSTALL SILT FENCE FOR TEMPORARY EROSION CONTROL PER PLANS & SPECS., COMPLETE IN PLACE	1196	LF
COLH-07	PROVIDE TRENCH & SHORING SAFETY AS REQ'D. AS PER PLANS & SPECS., COMPLETE IN PLACE	1196	LF
COLH-08	PROVIDE CLEARING & CHIPPING AS REQ'D. AS PER PLANS & SPECS., COMPLETE IN PLACE	1196	LF
COLH-09	FURNISH & INSTALL REVEGETATION IN AREAS	1196	LF

	DISTURBED BY CONSTRUCTION AS PER PLANS & SPECS., COMPLETE IN PLACE		
COLH-10	REMOVE SILT FENCING FOR TEMPORARY EROSION CONTROL PER PLANS & SPECS., COMPLETE IN PLACE	1196	LF

This Change Order results in a net increase of \$229,702.00 to the Contract amount, for an adjusted Contract total of \$14,429,911.00. The original Contract amount was \$14,149,449.00. As a result of this and all Change Orders to-date, \$280,462.00 has been added to the Contract, resulting in an 1.98% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

JOB #23164 LIBERTY HILL BYPASS

CP 003 - COLH BAGDAD WATERLINE RELOCATION

5/29/2024

BID	TECH				UNIT	TOTAL
ITEM	SPEC	DESCRIPTION	QTY	UNIT	PRICE	PRICE

1	COLH-01	Furnish & Install 6" C900, DR-18 Water Main PVC (Blue) as per plans & specs., complete in place:	1,196	LF	\$115.00	\$137,540.00
2	COLH_02	Furnish & Install 6" Gate Valve w/Valve Box as per plans & specs., complete in place:	2	EA	\$2,750.00	\$5,500.00
3	COLH -03	Furnish & Install Standard Fire Hydrant Assembly as per plans & specs., complete in place:	2	EA	\$12,750.00	\$25,500.00
4	COLH-05	Furnish & Install M.J. SSB CL-350 D.I. Fittings w/Cement Mortar Lining and Restraints Glands as per plans & specs., complete in place	160	LBS	\$30.00	\$4,800.00
5	COLH-04	Furnish & Install 12"x6" Cut-In-Tee	2	EA	\$7,550.00	\$15,100.00
6	COLH-06	Furnish & Install Silt Fencing for temporary erosion control per plans & specs., complete in place:	1,196	LF	\$4.00	\$4,784.00
7	COLH-10	Remove Silt Fencing for temporary erosion control per plans & specs., complete in place:	1,196	LF	\$1.00	\$1,196.00
8	COLH -07	Provide Trench & Shoring Safety as req'd. as per plans & specs., complete in place:	1,196	LF	\$2.50	\$2,990.00
9	COLH -08	Provide Clearing & Chipping as req'd. as per plans & specs., complete in place:	1,196	LF	\$12.00	\$14,352.00
10	COLH-09	Furnish & Install Revegetation in areas Distrubed by Construction as per plans & specs., complete in place:	1,196	LF	\$15.00	\$17,940.00
						\$229,702.00

SUMMARY

TOTAL OF ALL CP ITEMS	\$229,702.00
TOTAL	\$229,702.00

Change Order Worksheet

Contract Name	Liberty Hill Bypass	Solicitation #	24IFB15	
Date awarded	12/12/2023			
Awarded Contract Amount		\$14,149,449.00		
			Percentage Change	
	Change order #1	\$29,260.00	0.21%	
	Change order #2	\$21,500.00	0.15%	
	Change order #3	\$229,702.00	1.62%	
	Total changes to date	<hr/> \$280,462.00	<hr/> 1.98%	(Running totals here)
	Adjusted contract amount	\$14,429,911.00		

SOUTH SAN GABRIEL FORCE MAIN PROJECT

City of Liberty Hill

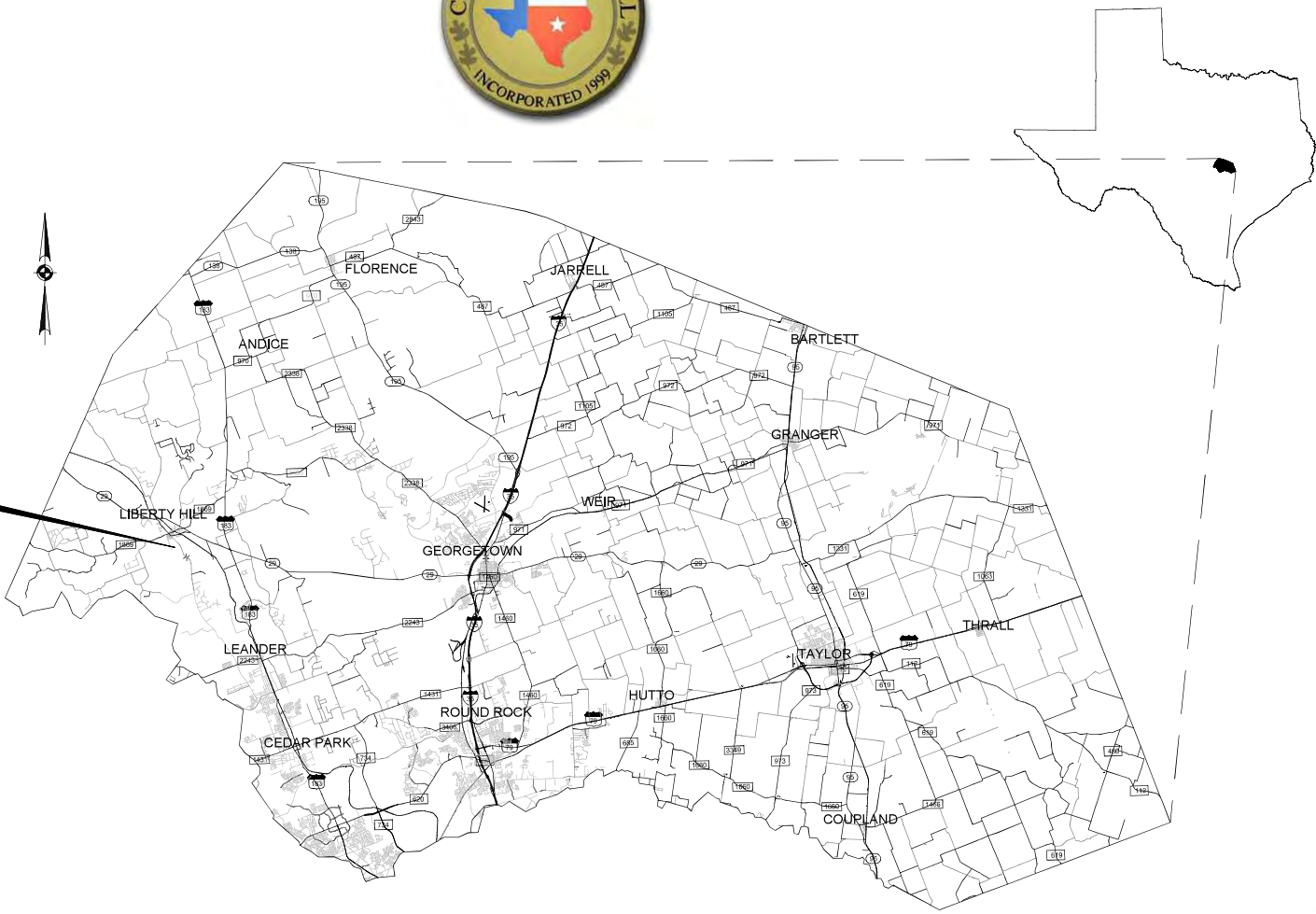
Williamson County, Texas

DISCONTINUED FOR CONSTRUCTION



Warning!
There are existing water pipelines, underground telephone cables and other above and below ground utilities in the vicinity of this project. The Contractor shall contact all appropriate companies prior to any construction in the area and determine if any conflicts exist. If so, the Contractor shall immediately contact the Engineer who shall revise the design as necessary.

PROJECT LOCATION:
30°39'35.33"N
97°55'36.50"W
Liberty Hill, TX 78642



Williamson County SCALE: 1"=4 MILES

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	OVERALL PLAN
4	FORCE MAIN PLAN AND PROFILE (1+00 TO 8+00)
5	FORCE MAIN PLAN AND PROFILE (8+00 TO 15+00)
6	FORCE MAIN PLAN AND PROFILE (15+00 TO 22+00)
7	FORCE MAIN PLAN AND PROFILE (22+00 TO 28+50)
8	FORCE MAIN PLAN AND PROFILE (28+50 TO 35+00)
9	FORCE MAIN PLAN AND PROFILE (35+00 TO 42+50)
10	FORCE MAIN PLAN AND PROFILE (42+50 TO 49+50)
11	FORCE MAIN PLAN AND PROFILE (49+50 TO 56+50)
12	FORCE MAIN PLAN AND PROFILE (56+50 TO 63+50)
13	FORCE MAIN PLAN AND PROFILE (63+50 TO 71+50)
14	FORCE MAIN PLAN AND PROFILE (71+50 TO END)
15	6" WATER LINE RELOCATION
16	STANDARD WW DETAILS 1 OF 3
17	STANDARD WW DETAILS 2 OF 3
18	STANDARD WW DETAILS 3 OF 3
19	STANDARD WATER DETAILS

Mayor & City Council

Mayor

Mayor Pro Tem

Council Member Place 1

Council Member Place 2

Council Member Place 3

Council Member Place 4

Council Member Place 5

Crystal Mancilla

Chris Pezold

Michael Helbing

Crystal Mancilla

Amanda Young

Angela Jones

City Manager

Public Works Manager

Paul Brandenburg

David Thomison



ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512,930,8412	TEXAS REGISTERED ENGINEERING FIRM F-181
SERVICES	WEB STEGERBIZZELL.COM	
	TBPLS FIRM No. 10003700	
	>>ENGINEERS >>PLANNERS >>SURVEYORS	

CIVIL REVIEW

SUBMITTED BY:

CURTIS R. STEGER, P.E.



DATE 4/16/24

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

GENERAL NOTES:

1.

All construction shall be in conformance with the current International Building Code, National Electrical Code, American Concrete Institute 318-05 Building Code Requirements for Structural Concrete, and American Water Works Association standards.
2.

Blasting is not allowed on this project.
3.

Any pavement, curbs, sidewalks, etc. damaged or removed during construction will be replaced by the contractor at the contractor's expense.
4.

Verify location of existing utilities prior to construction of the facilities proposed in this contract. Take care to avoid damage to existing utilities; repair any utility damaged in the course of construction of any part of this contract to its original operating condition immediately, with repair crews working 24 hours per day until damage is repaired. There shall be no separate pay for repair work.
5.

No burning of trees, brush, rubbish vegetation or other objectionable material will be allowed on the project site. All cleared and grubbed material shall be disposed of in a manner satisfactory to the owner and in conformance with all federal, state and local rules and regulations.
6.

Before beginning construction, notify the engineer of any discrepancies or conflicts found in drawings and/or field dimensions.
7.

Other construction contracts may be ongoing in the project area. Coordinate activities with others to insure minimal conflicts. Afford utility and other contractors reasonable opportunity for access and execution of work.
8.

Maintain drainage of the site during all phases of construction. Do not block drainage from adjacent areas nor add flow to adjacent areas.
9.

The finished grade elevations shown are intended to provide drainage away from the treatment plant facilities. Minor field changes may be necessary to provide adequate drainage. Grade uniformly between elevations shown to provide positive drainage.
10.

Adjust manhole covers, valve boxes, electrical manholes, etc. to finished grade. There shall be no separate pay for this adjustment.
11.

All disturbed areas are to be hydro-mulched after construction in accordance with specification on landscape plan. Final payment will not be made until ground cover has been re-established.
12.

On all structures which hold a liquid, contractor shall guarantee the structure to be leak-proof.
13.

Coordinates shown for structure locations are referenced to the outside edge of concrete or to the centerline of the structure.
14.

Contractor shall give 48 hours notice to the following persons prior to commencement of work:

a.

Jay Holmes - City of Liberty Hill

512-745-1222

b.

Sam Davis - Steger Bizzell

512-930-9412
15.

All excavation shall be unclassified regardless of material encountered.
16.

Contractor shall make subsurface investigations as deemed necessary. No additional payment will be made for water, sand, gravel or other unstable conditions encountered in excavations.
17.

Detour of traffic around work activities, maintenance of traffic control signs, and flagmen are the contractor's responsibility. No separate payment will be made.
18.

Contractor shall be responsible for restoring all fences (whether shown on the plans or not) in the work area to their original condition prior to completion of this contract.
19.

Contractor shall preserve all construction stakes, survey control stakes, marks, etc. Any construction stakes, survey control stakes, marks, etc. disturbed, destroyed or otherwise made unusable by the contractor or his employees or subcontractors shall be replaced at the contractor's expense.
20.

Contractor shall remove and replace any traffic or road signs encountered with the notification and approval of the appropriate authority (TxDOT, County, U.S. Army Corps of Engineers, etc.) No separate payment will be made.
21.

Contractor shall implement a trench and excavation system, program, and/or procedure for the proposed project. The implementation of this system, program and/or procedure shall provide for the adequate trench and excavation safety protection that complies with, as a minimum, OSHA standards for trench excavations. Specifically, the contractor and/or contractor's independently retained employee or safety consultant shall implement a trench and excavation safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.
22.

Contractor shall notify utilities having facilities in the area at least 48 hours prior to commencing construction. The utility companies may include, but are not limited to, electric, telephone, cable, gas, cable television, water, wastewater and storm sewer.
23.

Contractor shall not place fill or waste material on any private property without prior written permission from the property owner. The contractor shall remove all surplus material and dispose of it at a location which has the appropriate agency approval to review that type of material. Disposal of all surplus materials shall be in conformance with all federal, state and local regulations. No separate payment will be made.
24.

No excess excavated material shall be deposited in low areas or along natural drainage ways.
25.

If contractor places excess material in areas without written permission, the contractor shall be responsible for all damage resulting from such fill and shall remove said material at his own expense.
26.

Before completion of this project, all roadways, slopes, ditches and berms shall be restored to their original condition.
27.

Contractor shall provide all required sheeting and shoring to protect existing utilities and structures.
28.

The contractor shall maintain access to residential and business driveways at all times except when construction activities actually obstruct the driveways. The contractor shall notify residents and businesses of the need to close their driveways five (5) days prior to the actual date of closure.

29.

Dimensions provided for equipment anchorage, controlling clearances and unit piping shall be verified by the contractor through the specific equipment manufacturer prior to construction.
30.

The details designated as "typical details" apply in general to the drawings in all areas where conditions are similar to those described in the details.
31.

Site piping drawings indicate the invert elevations for gravity flow lines. Slope the pipe uniformly between elevations shown. No valleys or peaks permitted in gravity flow lines.
32.

All construction shall be in accordance with the City of Round Rock Standard Specifications Manual or as shown on the plans.
33.

The Contractor shall verify all depths and locations of existing utilities prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of the Engineer who shall be responsible for revising the plans as appropriate.
34.

Prior to any construction, the Engineer shall convene a preconstruction conference between the City of Liberty Hill, himself, the Contractor, other utility companies, any affected parties and any other entity the City or Engineer may require.
35.

The Contractor and the Engineer shall keep accurate records of all construction that deviates from the plans. The Engineer shall furnish the City of Liberty Hill accurate "As-Built" drawings following completion of all construction. These "As-Built" drawings shall meet with the satisfaction of the City Engineer prior to final acceptance.
36.

When construction is being carried out within easements, the Contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the Contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the City Engineer.
37.

Prior to any construction, the Contractor shall apply for and secure all proper permits from the appropriate authorities.
38.

If faults, caverns, or subsidence are discovered during construction, construction shall be halted to allow the features to be inspected by the design engineer or a geological or geotechnical engineer. Based on this inspection, revisions to the design may be required.

TEMPORARY EROSION AND SEDIMENTATION CONTROL

1.

Contractor shall use the temporary erosion and sedimentation control plans to prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of the U.S. Environmental Protection Agency as defined in 40 CFR 122.26, pursuant to section 402 of the U.S. Clean Water Act and pursuant to section 26.040 of the Texas Water Code
2.

Contractor shall install all temporary erosion and sedimentation controls prior to any other site work (clearing, grubbing, excavation, etc.)
3.

Placement of temporary erosion and sedimentation controls shall be in accordance with the erosion and sedimentation control plan.
4.

Any major variation in materials or locations of controls or fences from those shown on the plans will require a revision and must be approved by the engineer. Minor changes to be made as field revisions to the temporary erosion and sedimentation control plan may be required by the engineer during the course of construction to correct control inadequacies.
5.

Contractor is required to inspect the controls and fences at weekly intervals and after significant rainfall events to insure that they have not been substantially disturbed and are functioning properly. Contractor is responsible for maintenance of controls and shall immediately make any necessary repairs to damaged areas. Silt accumulation at controls shall be removed when the depth reaches six (6) inches.
6.

Prior to final acceptance, haul roads and waterway crossings constructed for temporary contractor access shall be removed, accumulated sediment removed from the waterway and the area restored to the original grade and re-vegetated. All land clearing debris shall be disposed of in approved spoil sites in accordance with federal, state and local regulations.
7.

All work must stop if a void in the rock substrate is discovered which is one square foot in total area or blows air from within the substrate and/or constantly receives water during any rain event. It shall be the responsibility of the contractor to immediately contact the engineer for further investigation and to determine any necessary course of action.
8.

In erodible areas left bare and unworm for four weeks or longer, a temporary grass or mulch cover shall be provided. If temporary seeding or mulch is impractical, temporary terraces or berms perpendicular to the slope shall be used.
9.

Limits of temporary staging, storage and spoil areas shall be located within approved sites. Temporary erosion and sedimentation control measures shall be places at each site. Each site is subject to approval by the engineer.
10.

Vehicles used for construction shall be inspected for tracking control. If necessary, wheels shall be manually scraped or washed (if water is available) before driving on any roadway.
11.

Contractor shall prevent blowing and movement of dust from exposed soil surfaces.
12.

All areas within the public right-of-way exposed during construction shall be re-vegetated as directed by the engineer. Re-vegetation of all exposed areas shall consist of hydro-mulching in accordance with landscape plan specifications.
13.

Contractor shall be responsible for the maintenance of each temporary erosion and sedimentation control measure, device and scheme being used on the project and shall provide additional silt fence for any off-site discharges of silted water from any excavation.
14.

Contractor shall be responsible for cleaning up and properly disposing of all spilled pollutants, including oil, paint, fuels, antifreeze, solvents, etc. Contractor shall keep accurate records (such as receipts, copies of analytical results, etc.) indicating proper disposal of spilled materials. Contractor shall be responsible for insuring that all discharges from the construction area are in compliance with all applicable regulations. No substance shall be dumped or leaked onto the ground or allowed to runoff from the construction site that might cause pollution.
15.

Equipment shall be cleaned in a manner that does not create any discharge of cleaning agents, paint, oil or other pollutants to a storm sewer or waterway.
16.

Any trash or debris must be contained on site and disposed of in a manner to prevent wind or rain from carrying it off-site into a storm drain or waterway.

PERMANENT EROSION CONTROL NOTES

1.

All disturbed areas shall be restored as noted below:

a.

A minimum of four inches of imported sandy loam topsoil or approved equal shall be placed in all drainage channels (except rock) and on all cleared areas.

b.

The seeding for permanent erosion control shall be applied over areas disturbed by construction as follows, unless specified elsewhere:

i.

From September 15 to March 1, seeding shall be with a combination of 1 pound per 1,000 square feet of un-hulled Bermuda and 7 pounds per 1,000 square feet of Winter Rye with a purity of 95% with 90% germination.

ii.

From March 2 to September 14, seeding shall be with hulled Bermuda at a rate of 3 pounds per 1,000 square feet with a purity of 95% with 85% germination.

c.

Fertilizer shall be slow release granular or pelleted type and shall have an analysis of 15-15-15 and shall be applied at the rate of 23 pounds per acre once at the time of planting and again once during the time of establishment.

d.

The planted area shall be irrigated or sprinkled in a manner that will not erode the top soil, but will sufficiently soak the soil to a depth of six inches. The irrigation shall occur at ten-day intervals during the first two months. Rainfall occurrences of 1/2 inch or more shall postpone the watering schedule for one week.

e.

Mulch type used shall be Mulch, applied at a rate of 1,500 pounds per acre.
- JOB SITE SAFETY
1.

Contractor shall be responsible for maintaining clearances required by the National Electrical Safety Code, Occupational Safety and Health Administration (OSHA) regulations and Texas State Law (Vernon's Annotated Texas Statutes, Article 1436 (c) pertaining to clearances when working in close proximity to overhead electrical lines and equipment. All cost incurred because of failing to comply with the required clearances will be charged to the contractor.

2.

All construction operations shall be accomplished in accordance with all applicable regulations of the United States Occupational Safety and Health Administration (OSHA) and in compliance with Texas House Bills 662 and 665.

3.

In accordance with the Laws of the State of Texas and the U. S. Occupational Safety and Health Administration regulations, all trenches over 5 feet in depth in either hard and compact or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected.

4.

In accordance with the U. S. Occupational Safety and Health Administration regulations, when persons are in trenches 4 feet deep or more, adequate means of exit, such as a ladder or steps, must be provided and located so as to require no more than 25 feet of lateral travel.

5.

Contractor is responsible for all trench safety plans.

6.

It is the intent of this project that personal gas detectors are required for wear by all personnel whose jobs require entering enclosed spaces (such as manholes and lift stations) capable of accumulations of hydrogen sulfide or other harmful gases. It shall be the responsibility of the Contractor to ensure these detectors are provided to the appropriate personnel during the construction of this project.
- WASTEWATER NOTES:
1.

Pipe material for gravity wastewater mains shall be Green PVC (ASTM D2241 or D3034, SDR-26) or, Ductile Iron (AWWA C-100, min. class 200).

2.

The Contractor shall contact the City Engineer at 512-930-9412 to coordinate utility tie-ins and notify him at least 48 hours prior to connecting to existing lines.

3.

All manholes shall be concrete with cast iron ring and cover. (See Manhole Detail Specifications). Tapping of fiberglass manholes shall not be allowed.

4.

The Contractor must obtain a bulk water permit or purchase and install a water meter for all water used during construction. A copy of this permit must be carried at all times by all who use water.

5.

Line flushing or any activity using a large quantity of water must be scheduled with the City Engineer, at telephone 512-930-9412.

6.

The Contractor, at his expense, shall perform quality testing for all wastewater pipe installed and pressure pipe hydrostatic testing of all water lines constructed and shall provide all equipment (including pumps and gauges), supplies and labor necessary to perform the tests. Quality and pressure testing shall be monitored by City of Liberty Hill personnel.

7.

The Contractor shall coordinate testing with the City of Liberty Hill Inspector and provide no less than 24 hours notice prior to performing sterilization, quality testing or pressure testing.

8.

Sand, as described in Specification item 510 pipe, shall not be used as bedding for water and wastewater lines. Acceptable bedding materials are pipe bedding stone, pea gravel and in lieu of sand, a naturally occurring or manufactured stone material conforming to ASTM C33 for stone quality and meeting the following gradation specification:
- | Sieve Size | Percent Retained By Weight |
|------------|----------------------------|
| 1/2" | 0 |
| 3/8" | 0-2 |
| #4 | 40-85 |
| #10 | 95-100 |
9.

The Contractor is hereby notified that connecting to, shutting down, or terminating existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
10.

All wastewater construction shall be in accordance with the Texas Commission on Environmental Quality (TCEQ) Regulations, 30 TAC Chapter 213 and 217, as applicable. Whenever TCEQ and City of Liberty Hill Specifications conflict, the more stringent shall apply.
- TRAFFIC MARKING NOTES:
1.

Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition.

2.

All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges and, the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.

3.

Contractor is responsible for all traffic control required for the project and will include all cost associated with traffic control in the base bid.
- SEQUENCE OF CONSTRUCTION
- Other contractors could be working on this site. Coordinate all activities with the activities of others.
1.

Call all affected parties at least 48 hours prior to beginning any construction to schedule a pre-construction conference and secure all required permits.

2.

Conduct a pre-construction conference with the City of Liberty Hill, the Engineer, and all affected utilities.

3.

Install temporary erosion controls prior to any clearing and grubbing. Notify the City Engineer at 512-930-9412 when installed.

4.

Install traffic controls.

5.

Locate all connection points to existing underground utilities. Notify the Engineer of any discrepancies.

6.

Install all utility mains & on-site piping.

7.

Insure that all underground utility installations are complete.

8.

Complete final site grading and re-vegetation.

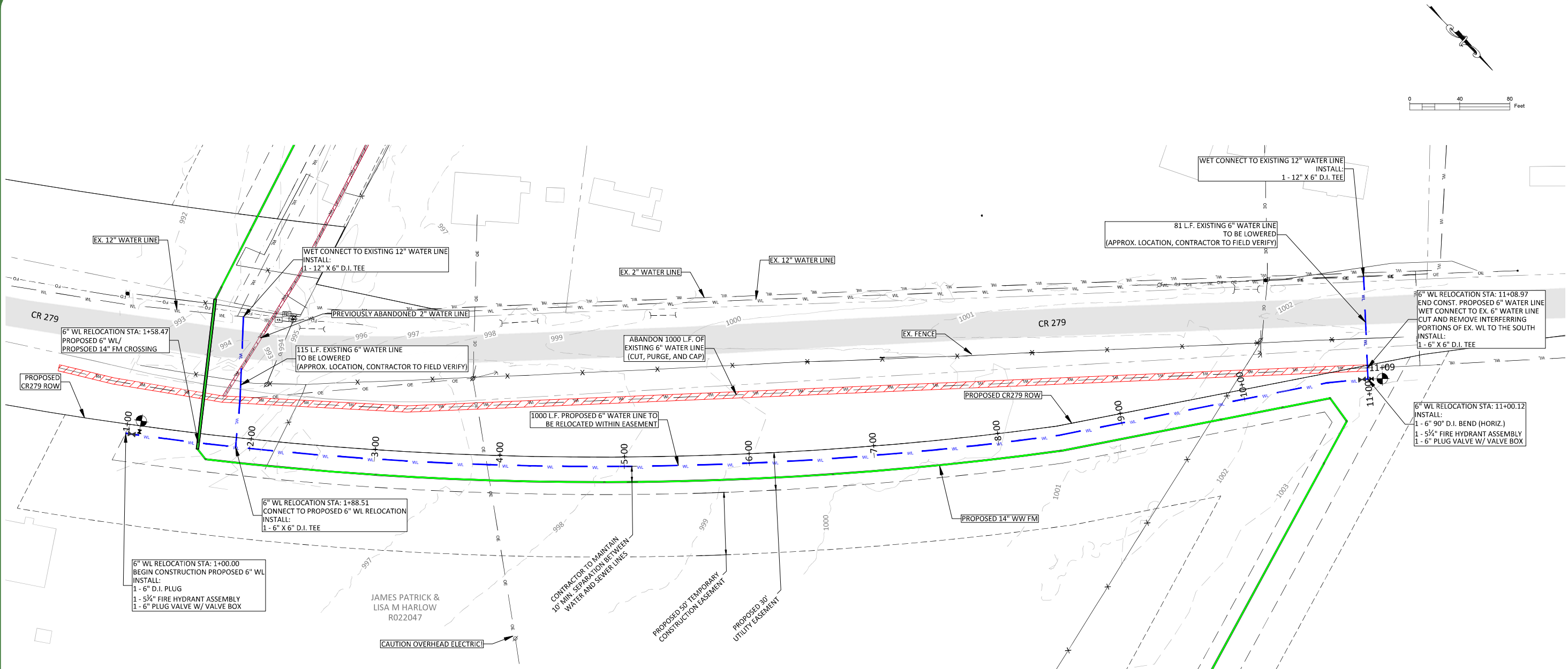
9.

Remove and dispose of temporary erosion controls.

10.

Complete any necessary final dress-up.
- SEPARATION DISTANCES
- The following rules apply to separation distances between potable water and sanitary sewers.
- (a) Water line/new sewer line separation. When new sanitary sewers are installed, they shall be installed no closer to waterlines than nine feet in all directions. Sewers that parallel waterlines must be installed in separate trenches. Where the nine foot separation distance cannot be achieved, the following guidelines will apply:
- (1) Where a sanitary sewer parallels a waterline, the sewer shall be constructed of cast iron, ductile iron or PVC meeting ASTM specifications with a pressure rating for both the pipe and joints of 150 psi. The vertical separation shall be a minimum of two feet between outside diameters and the horizontal separation shall be a minimum of four feet between outside diameters. The sewer shall be located below the waterline.
- (2) Where a sanitary sewer crosses a waterline and the sewer is constructed of cast iron, ductile iron or PVC with a minimum pressure rating of 150 psi, an absolute minimum distance of 6 inches between outside diameters shall be maintained. In addition the sewer shall be located below the waterline where possible and one length of the sewer pipe must be centered on the waterline.
- (3) Where a sewer crosses under a waterline and the sewer is constructed of ABS truss pipe, similar semi-rigid plastic composite pipe, clay pipe or concrete pipe with gasketed joints, a minimum two foot separation distance shall be maintained. The initial backfill shall be cement stabilized sand (two or more bags of cement per cubic yard of sand) for all sections of sewer within nine feet of the waterline. This initial backfill shall be from one quarter diameter below the centerline of the pipe to one pipe diameter (but not less than 12 inches) above the top of the pipe.
- (4) Where a sewer crosses over a waterline all portions of the sewer within nine feet of the waterline shall be constructed of cast iron, ductile iron, or PVC pipe with a pressure rating of at least 150 psi using appropriate adapters. In lieu of this procedure the new conveyance may be encased in a joint of 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at 5 feet intervals with spacers or be filled to the springline with washed sand. The encasement pipe should be centered on the crossing and both ends sealed with cement grout or manufactured seal.
- (b) Water line/manhole separation. Unless sanitary sewer manholes and the connecting sewer can be made watertight and tested for no leakage, they must be installed so as to provide a minimum of nine feet of horizontal clearance from an existing or proposed waterline. Where the nine foot separation distance cannot be achieved, a carrier pipe as described in subsection (a)(4) of this section may be used where appropriate.
- FOR
CONSTRUCTION
- | NO. | REVISION | BY | DATE |
|-----|----------|----|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
- | | |
|--------------|------------|
| CC | 2024-04-16 |
| DESIGNED BY: | DATE |
| CC | 2024-04-16 |
| DRAWN BY: | DATE |
| SHD, CRS | 2024-04-16 |
| CHECKED BY: | DATE |
| APPROVED BY: | DATE |
-
-
- | | | |
|----------|-----------------------|---|
| ADDRESS | 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626 |
| METRO | 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 |
| SERVICES | 512.930.9412 | TBPLS FIRM No. 10003700 |
| | >>ENGINEERS | >>PLANNERS |
| | | >>SURVEYORS |
- GENERAL NOTES
for
SOUTH SAN GABRIEL FORCE MAIN PROJECT
City of Liberty Hill
WILLIAMSON COUNTY, TEXAS
- Project No:
22849
- 02
SHEET
2
of 10
- p:\22849\22849.dwg c:\community\lfr\lfr.dwg 04/22/2024 5:17:51 AM

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.



CONSTRUCTION NOTES:

1. MINIMUM COVER OF PROPOSED WATER MAIN SHALL BE 3'.
2. CONTRACTOR TO CUT AND REMOVE INTERFERING PORTIONS OF EXISTING WATER LINE AT CONNECTIONS.
3. ALL FITTINGS SHALL BE DUCTILE IRON.

CONTRACTOR FIELD VERIFICATION NOTE:

1. CONTRACTOR TO FIELD LOCATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING CITY OF LIBERTY HILL UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ANY PROPOSED CITY OF LIBERTY HILL UTILITY CONNECTION PRIOR TO CONSTRUCTION.
3. NO CONNECTION OR MODIFICATION TO AN EXISTING CITY OF LIBERTY HILL UTILITY SHALL BE MADE WITHOUT THE PRESENCE OF A CITY OF LIBERTY HILL REPRESENTATIVE.

WARNING!
There are existing water pipelines, underground telephone cables and other above and below ground utilities in the vicinity of this project. The Contractor shall contact all appropriate companies prior to any construction in the area and determine if any conflicts exist. If so, the Contractor shall immediately contact the Engineer who shall revise the design as necessary.

**FOR
CONSTRUCTION**

NO.	REVISION	BY	DATE

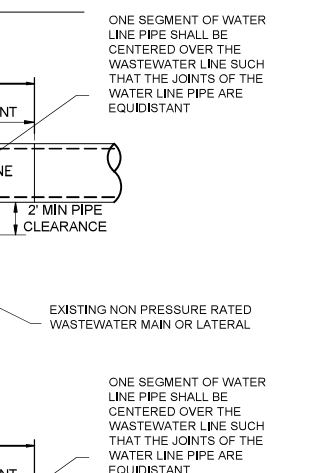
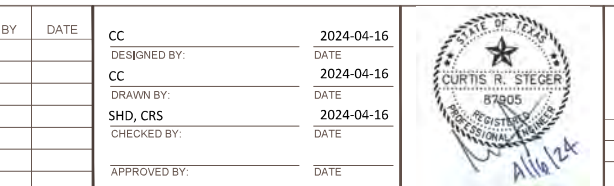
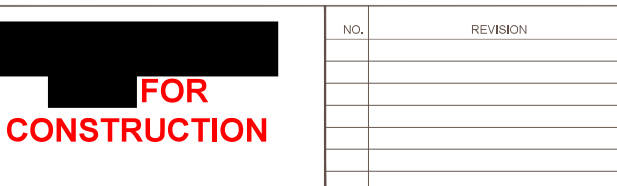
CC	2024-04-16
DESIGNED BY:	DATE
CC	2024-04-16
DRAWN BY:	DATE
SHD, CRS	2024-04-16
CHECKED BY:	DATE
APPROVED BY:	DATE



ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181
SERVICES	512.930.9412	WEB: STEGERBIZZELL.COM
	>>ENGINEERS	>>PLANNERS
	>>SURVEYORS	

6" WATER LINE RELOCATION
for
SOUTH SAN GABRIEL FORCE MAIN PROJECT
City of Liberty Hill
WILLIAMSON COUNTY, TEXAS

Project No:
22849
03
SHEET
15
of 19



Commissioners Court - Regular Session**36.****Meeting Date:** 07/02/2024

Ronald Reagan Widening CAR Curation Agreement

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Center for Archeological Research (CAR) Governmental Agency Curation Agreement for the Ronald Reagan Widening project, a Road Bond Project in Commissioner Pct. 2. P336

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the Center for Archeological Research (CAR). This agreement documents the transfer of archeologic records from Williamson County to the Center for Archeological Research per 13 TAC 26.16 and 26.17 for their records.

Fiscal Impact

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

Attachments

ReaganWidening-CAR-LetterofTransfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:03 PM

Started On: 06/26/2024 06:43 PM

Acc CAR _____

**CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT**

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Ronald Reagan Widening Project

Project No. SWCA # 59147.005

County(ies) Williamson

Site No(s)

Revisit: 41WM1079, 41WM1080, 41WM1084, 41WM1085; New: 41WM1522

Permitting Agency TAC

Permit # 30851

Description of Materials

n/a

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency

Authorized Agent of Sponsor (type or print)

Title/Position


Date

Address:

Historic Williamson County Courthouse

710 S. Main Street, Suite 101

Georgetown, Texas 78626



Signature - Authorized Agent of Sub. Arch.

Chris Shelton

Authorized Agent of Sub. Arch. (type or print)

Principal Investigator

Title/Position

June 21, 2024

Date

Address:

4407 Monterey Oaks Blvd, Bldg. 1, Ste. 110

Austin, TX 78749

Commissioners Court - Regular Session**37.****Meeting Date:** 07/02/2024

Kauffman Loop Extensions and Intersection Memorandum

Submitted For: Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a revised Memorandum of Traffic Control Improvements Agreement with K29 1941 Investments, LP, and Highway 29 Commercial, LLC., which was previously approved under Agenda Item 42 of the June 18, 2024, Commissioners Court session.

Background

The Memorandum of Traffic Control Improvements Agreement was included as Exhibit D to the Agreement in Agenda Item 42 of the June 18, 2024, Commissioners Court session. The revised Memorandum attached specifies the location of the intersection in the last sentence of the 1st paragraph, specifically that it is "west" of Ronald Reagan Blvd.

Fiscal Impact

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

Attachments

Memorandum

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:06 PM

Started On: 06/27/2024 10:54 AM

MEMORANDUM OF TRAFFIC CONTROL IMPROVEMENTS AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON§

Notice is hereby given that K29 1941 Investments, LP, a Texas limited partnership (hereinafter, "K29"), Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter, "Highway 29"), and Williamson County, Texas, a political subdivision organized and existing under the laws of the State of Texas (hereinafter, "County"), have entered into a Traffic Control Improvements Agreement ("Traffic Control Agreement") with respect to the property owned by K29 which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "K29 Land") and the property owned by Highway 29 which is more fully described on Exhibit B, attached hereto and incorporated herein by reference (the "Highway 29 Land"). The Traffic Control Agreement provides, among other things, for the construction and financing by K29, Highway 29, and the County of a certain traffic signaling device(s) and other necessary and associated improvements (the "Traffic Control Improvements") at the intersection of Texas State Highway 29 and Kauffman Loop, west of Ronald Reagan Boulevard, in Williamson County, Texas.

The provisions of the Traffic Control Agreement constitute covenants running with the land comprising the K29 Land and the Highway 29 Land, and all of the provisions of the Traffic Control Agreement will be binding upon and inure to the benefit of K29, Highway 29, their respective successors and assigns, and the subsequent owner(s) of all or any part of the K29 Land and the Highway 29 Land until the full completion of the Traffic Control Improvements and acceptance of same by the County.

This instrument does not alter, amend or modify the Traffic Control Agreement, but is executed for the purpose of confirming and giving notice of the Traffic Control Agreement, and the fact that the obligations arising thereunder will run with the land comprising the K29 Land and the Highway 29 Land.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, its General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: 
James Edward Horne, Vice President

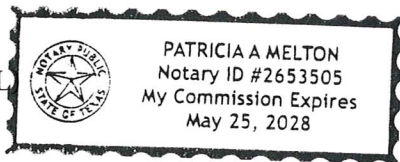
THE STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on the 22 day of MAY, 2024, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, as Manager of K29 GP, LLC, a Texas limited liability company, the General Partner of K29 1941 Investments LP, a Texas limited partnership, on behalf of said company and limited partnership.

(SEAL)





Notary Public, State of Texas

1.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

K29 LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE, a
Texas banking association

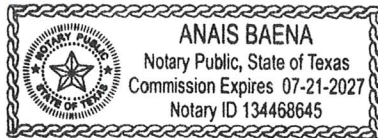
By: [Signature]
Printed Name: JASON RANGEL
Title: SENIOR VICE PRESIDENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 21st day of May, 2024, by
Jason Rangel, SR Vice President of International Bank of
Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)

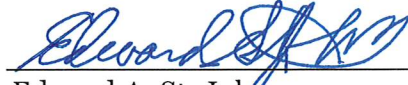


Anais Baena
Notary Public Signature

HIGHWAY 29 COMMERCIAL, LLC, a Maryland limited liability company

By: St. John Projects, LLC, Manager

By: Edward St. John, LLC, General Manager

By: 
Name: Edward A. St. John
Title: General Manager

THE STATE OF MARYLAND

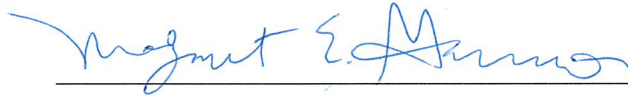
COUNTY OF Baltimore

§
§
§

This instrument was acknowledged before me on the 3rd day of June, 2024, by Edward A. St. John, General Manager of Edward St. John, LLC, General Manager of St. John Projects, LLC, Manager of Highway 29 Commercial, a Maryland limited liability company, on behalf of said company.

(SEAL)




Notary Public, State of Maryland

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

HIGHWAY 29 COMMERCIAL, LLC
LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE,
a Texas banking association

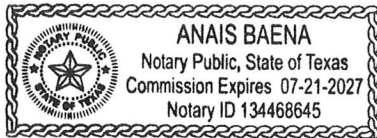
By: Brian Tuerff
Printed Name: Brian Tuerff
Title: SVP

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 3rd day of June, 2024, by SR Vice President, Brian Tuerff of International Bank of Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)



Anais Baena
Notary Public Signature

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____,
2024, by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.

(SEAL)

Notary Public, State of Texas

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Exhibit "A"

K29 Land

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 136.852 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 136.852 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 136.852 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the southwest corner of said 136.852 acre tract of land, being at the southeast corner of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, Official Public Records of Williamson County, Texas, same being on the northeast right-of-way line of State Highway 29 (R.O.W. Varies), also being at the westernmost corner of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, Official Public Records of Williamson County, Texas, for the POINT OF COMMENCEMENT of the herein described tract of land, and from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S52°47'18"E, a distance of 3.49 feet,

THENCE, N15°30'52"E, with the common line of said Lot 1C, said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 228.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southwest corner and the POINT OF BEGINNING of the herein described tract of land, from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S58°44'41"E, a distance of 3.07 feet,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, Official Public Records, Williamson County, Texas, the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, Official Public Records, Williamson County, Texas, and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, Official Public Records, Williamson County, Texas, a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ" for corner,

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, Official Public Records of Williamson County, Texas, and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, Official Public Records of Williamson County, Texas, a distance of 2029.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northernmost corner of said 136.852 acre tract, being at an east corner of Lot 1, Block A, said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, same being at the beginning of a curve to the left in the southwest right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said Ronald Reagan Boulevard and said 136.852 acre tract of land, the following eleven (11) courses and distances, numbered 1 through 11,

- 1) Along said curve to the left, having a radius of 8100.00 feet, an arc length of 522.90 feet, and a chord that bears S37°33'59"E, a distance of 522.81 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S75°14'57"W, a distance of 1.53 feet,

J: AC3D\5351\SURVEY\FIELD NOTES\FN - 136.852 ACRE - K29.doc

- 2) S39°23'49"E, a distance of 1743.71 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, and from which a 1/2 inch iron rod found bears N80°33'02"W, a distance of 0.67 feet,
- 3) Along said curve to the right, having a radius of 3400.00 feet, an arc length of 295.11 feet, and a chord that bears S36°54'38"E, a distance of 295.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears N82°21'40"W, a distance of 0.67 feet,
- 4) S55°34'34"W, a distance of 45.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
- 5) Along said curve to the right, having a radius of 3355.00 feet, an arc length of 1480.74 feet, and a chord that bears S21°46'48"E, a distance of 1468.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 6) S09°08'10"E, a distance of 262.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 7) S07°42'15"E, a distance of 200.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 8) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S27°29'23"E, a distance of 0.56 feet,
- 9) S04°50'49"E, a distance of 41.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at a northeast corner of a called 7.923 acre tract of land (Tract 2) conveyed to Williamson County in Document Number 2021026279, Official Public Records of Williamson County, Texas, being at the beginning of a curve to the right, for a southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "HAYNIE" on the common line of said Ronald Reagan Boulevard, said 136.852 acre tract of land, and said 7.923 acre tract of land bears S04°50'49"E, a distance of 159.35 feet,

THENCE, over and across said 136.852 acre tract, and with the north line of said 7.923 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

- 1) Along said curve to the right, having a radius of 620.00 feet, an arc length of 654.67 feet, and a chord that bears S53°03'30"W, a distance of 624.67 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right,
- 2) Along said curve to the right, having a radius of 2490.00 feet, an arc length of 236.13 feet, and a chord that bears N76°23'35"W, a distance of 236.04 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right, and
- 3) Along said curve to the right, having a radius of 2255.00 feet, an arc length of 142.46 feet, and a chord that bears N72°06'47"W, a distance of 142.43 feet to a capped 1/2 inch iron rod set stamped "SETSTONE" in an interior line of said 136.852 acre tract, being in the north line of said 7.923 acre tract of land, same being at an east corner of a called 3.764 acre tract of land (Tract 3) conveyed to K29 1941 Investments, LP. by deed recorded in Document Number 2021170466, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,

THENCE, N36°40'06"E, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, a distance of 125.79 feet to a 1/2 inch iron rod found at the easternmost corner of said 3.764 acre tract of land, for a southern interior corner of the herein described tract of land,

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

THENCE, N59°21'21"W, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, passing the northernmost corner of said 3.764 acre tract of land, being at the easternmost corner of a called 5.00 acre tract of land conveyed to LB Woodlands LLC by deed recorded in Document Number 2021094661, Official Public Records, Williamson County, Texas, and continuing for a total distance of 1172.52 feet to a 1/2 inch iron rod found at the northernmost corner of said 5.00 acre tract of land, being at a southern interior corner of said 136.852 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, S30°39'39"W, with the common line of said 136.852 acre tract and said 5.00 acre tract of land, a distance of 158.27 feet to 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the northeast corner of said 3.150 acre tract, being in the west line of said 5.00 acre tract, same being at an angle corner on the south line of said 136.852 acre tract of land, for a southern corner of the herein described tract of land,

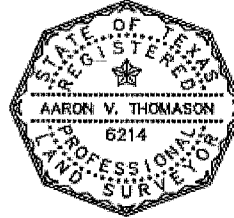
THENCE, N58°44'41"W, with the common line of said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 655.84 feet to the POINT OF BEGINNING and containing 136.852 acres of land, as shown on the attached sketch.

Surveyed by:



9/1/2023

Aaron V. Thomason; R.P.L.S. NO. 6214
Carlson; Brigance and Doering; Inc.
Reg. # 10024900
5501 West William Cannon
Austin; TX 78749
Ph: 512-280-5160
Aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5351\SURVEY\FIELD NOTES\FN - 136.852 ACRE - K29.doc

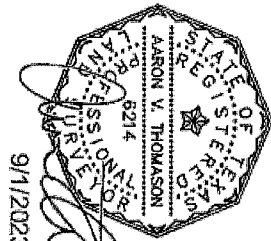
SKETCH TO ACCOMPANY FIELD NOTES



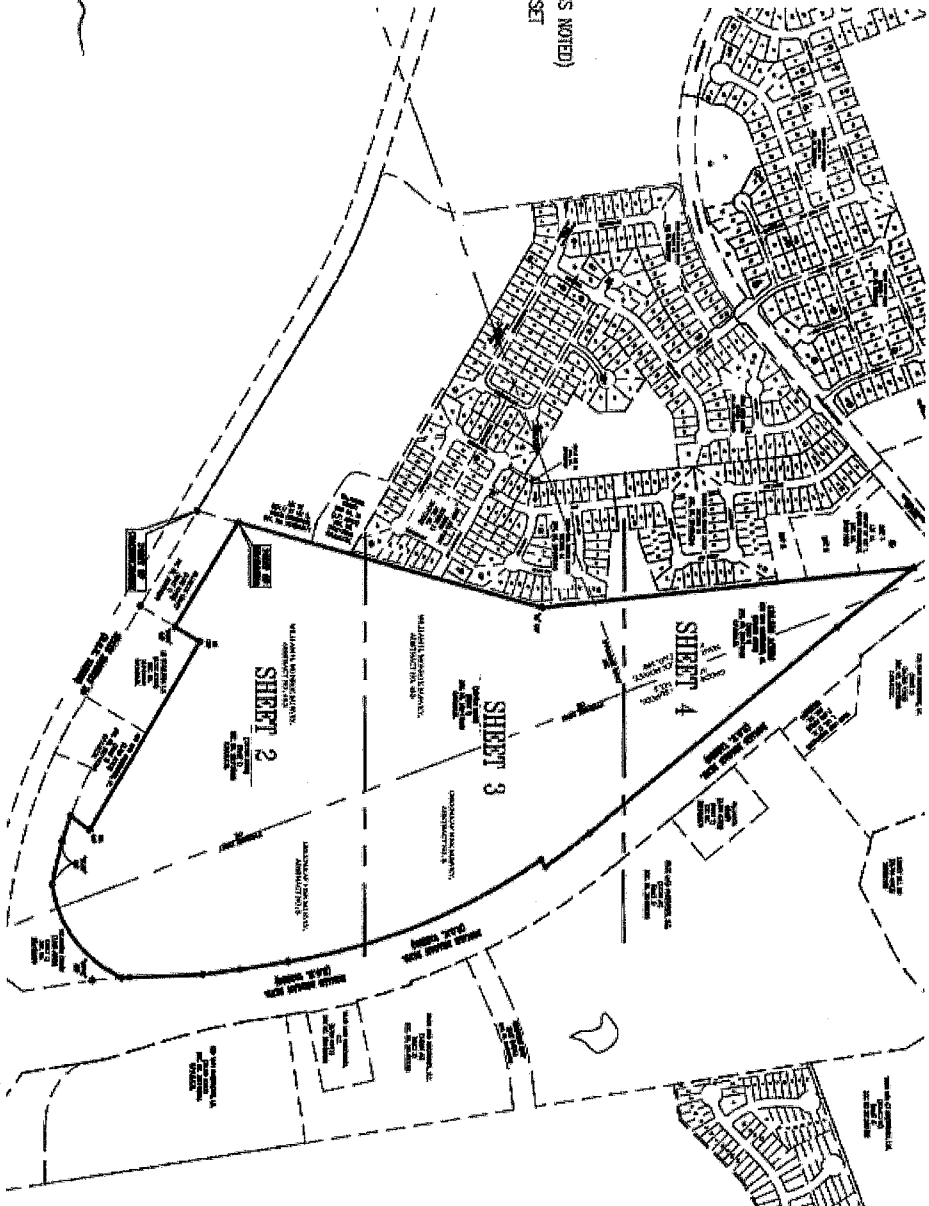
SCALE: 1" = 800'

LEGEND

- CAPPED 1/2" IRON ROD FOUND
- STAMPED "CBD SEISTONE" (UNLESS NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET
- STAMPED "CBD SEISTONE"
- △ CALCULATED POINT



9/11/2023



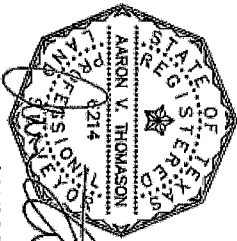
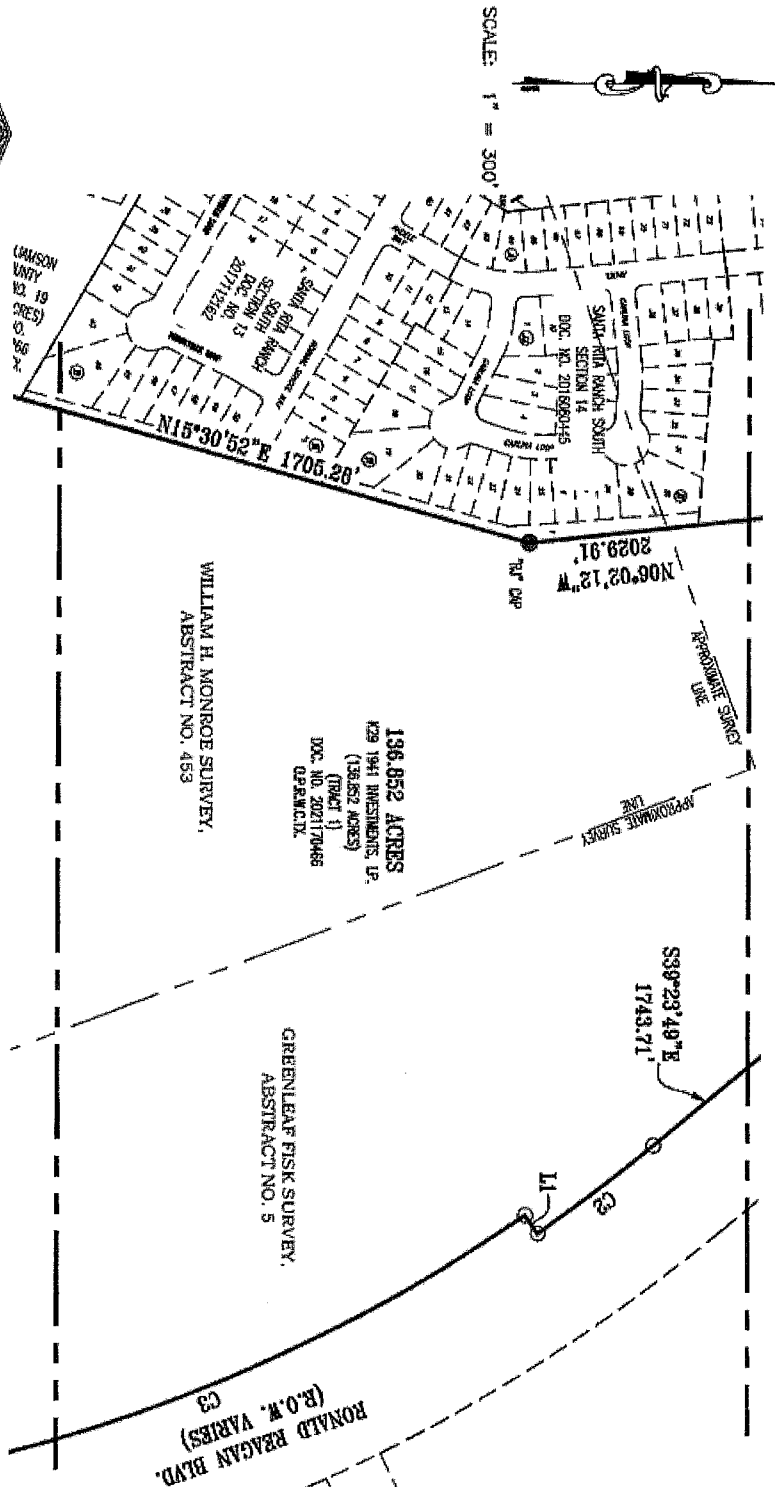
SHEET 1 OF 5

J:\ACSD\5351\Survey\MapB - 136.862 ACRES - K29

Carlson, Briggance & Doering, Inc.

1200 E. 10th Street, Suite 100
 Houston, Texas 77002
 Phone: 713.264.1100 Fax: 713.264.1104

SKETCH TO ACCOMPANY FIELD NOTES



9/1/2023

LEGEND

- CAPPED 1/2" IRON ROD FOUND
- STAMPED "OBD SETSTONE" (UNLESS NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET
- STAMPED "OBD SETSTONE"
- ▲ CALCULATED POINT

SHEET 3 OF 5

BEARING BASE: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Bragance & Doering, Inc.

REGISTERED PROFESSIONAL SURVEYORS

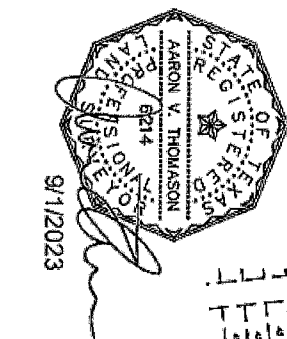
10000 W. 10TH STREET, SUITE 100, FORT WORTH, TEXAS 76132

PHONE: 817.342.1111 FAX: 817.342.1111

WEBSITE: WWW.CBD-SURVEYING.COM

J:\AC30\5351\Survey\MMAB - 136.852 ACRES - K29

SCALE: 1" = 300'

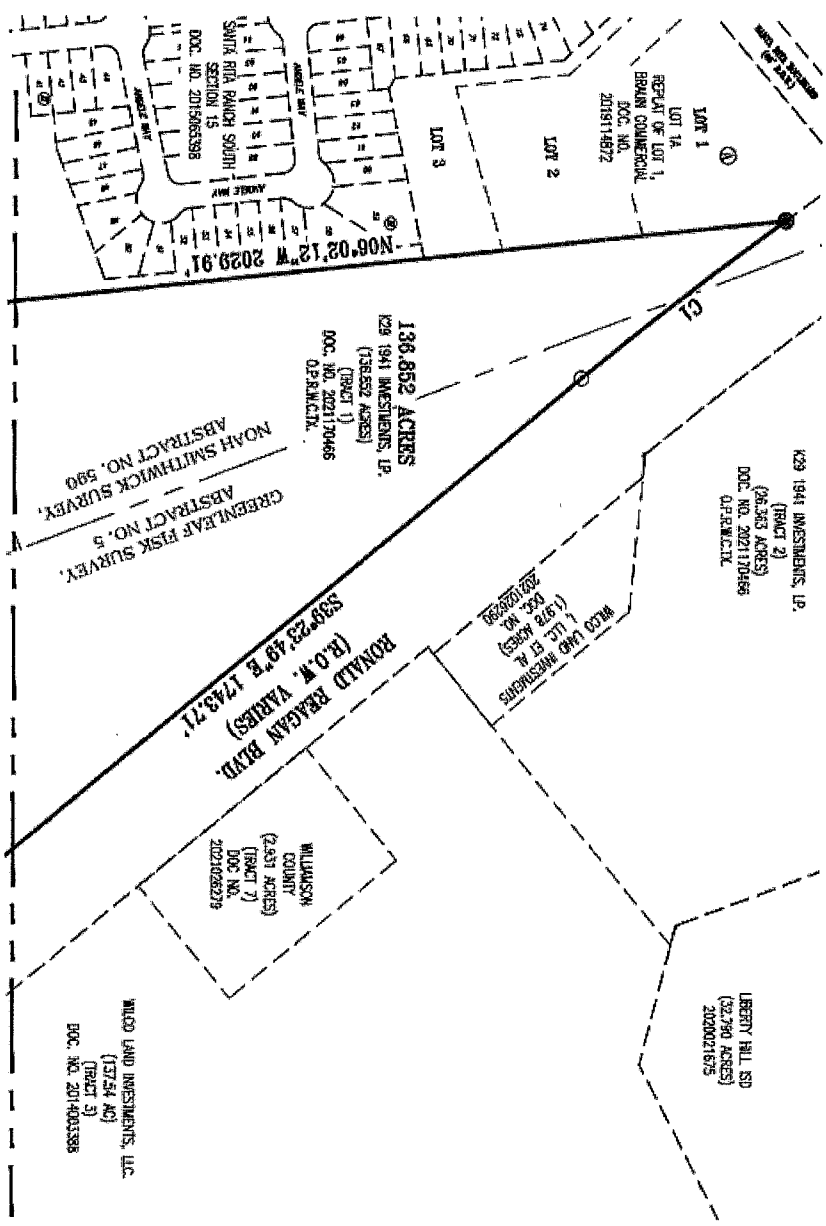


- CAPPED 1/2" IRON ROD FOUND
- STAMPED "CDB SETSTONE" (UNLESS NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET
- STAMPED "CDB SETSTONE"
- ▲ CALCULATED POINT

SHEET 4 OF 5



Carlson, Bridgman & Doering, Inc.
 (AREA 10, 40771) ♦ RESEARCH ♦
 Civil Engineering ♦ Surveying ♦
 2200 N. 1st St., Suite 200 ♦ 14000 1st St., Suite 200 ♦
 Phoenix, AZ 85016 ♦ Phoenix, AZ 85016 ♦




SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	45.00	S85°34'34"W
L2	282.34	S09°08'10"E
L3	200.06	S07°42'15"E
L4	403.12	S02°00'40"E
L5	41.21	S04°50'49"E
L6	125.79	N56°40'06"E
L7	158.47	S30°39'39"W
L8	159.35	S04°50'49"E
L9	228.50	N15°30'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	522.90	8100.00	S37°33'59"E	522.81	261.54	3°41'55"
C2	295.11	3400.00	S36°54'38"E	295.02	147.85	4°58'23"
C3	1480.74	3355.00	S21°46'48"E	1468.75	782.63	23°17'16"
C4	654.67	620.00	S53°03'30"W	624.67	361.57	60°29'58"
C5	256.13	2490.00	N76°23'35"W	256.04	118.15	5°26'00"
C6	142.46	2255.00	N72°06'47"W	142.43	71.25	3°37'11"

SHEET 5 OF 5

J:\AC30\5351\Survey\Map8 - 136.852 ACRES - K29



Carlson, Briggance & Doering, Inc.

LAND SURVEYORS

CREATED BY: JAC

DATE: 10/20/2010

PROJECT: 5351

FILE: 5351

REVISIONS

NO. 1

DATE: 10/20/2010

BY: JAC

Exhibit "B"

Highway 29 Land

50.787 Acres (2,212,274 square feet) of land out of the William H. Monroe Survey, Abstract No. 453, being described as all of the remaining portions of those certain 52.35 Acre and 0.881 Acre tracts of land described in a deed to Zekelman Property Leander 53, LLC, dated August 24, 2021, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said 50.787 Acres being more particularly described as follows:

BEGINNING at the northwest corner of said 52.35 Acres, same being the northeast corner of a 10.97 Acre tract of land described in a deed to Global Investors Hwy29, LLC, dated March 10, 2021, and recorded in Document No. 2021035361 of the Official Public Records of Williamson County, Texas, same being a point in the southwesterly line of State Highway 29, a variable-width public right-of-way, said corner being marked by a found 1/2" iron rod;

THENCE S 58°43'28" E 996.25' with the northeast line of said 52.35 Acres and the southwest line of said Highway 29 to the beginning of a curve to the left, said corner being marked by a found 1/2" iron rod;

THENCE with the curving southwest line of said Highway 29, said curve having an **ARC LENGTH** of **430.45'**, a **RADIUS** of **2914.79'**, a **CHORD BEARING** of **S 63°01'13" E**, and a **CHORD LENGTH** of **430.06'**, at an arc length of 286.18' passing the northeast corner of said 52.35 Acres and the northwest corner of said 0.881 Acres, said corner being marked by a found 1/2" Iron Rod, and continuing 144.27' to the northeast corner of said 0.881 Acres, same being the northernmost northwest corner of the remaining portion of that certain 32.266 Acre tract of land described in a deed to Gateway 29 Real Estate, LLC, dated February 8, 2021, recorded in Document No. 2021019843 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 2.457 Acre tract of land described in a deed to Gateway 29 Real Estate LLC, dated July 12, 2023, recorded in Document No. 2023061605 of the Official Public Records of Williamson County, Texas for the northeast corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE S 14°35'16" W 327.37' with the westerly line of said 2.457 Acres and an easterly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 37.89' passing the southwesterly line of said remaining portion of 0.881 Acres and a northeasterly line of said 52.35 Acres, continuing to the southwest corner of said 2.457

Acres, for an interior corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 75°24'05" E 653.99' with the southerly line of said 2.457 Acres and a northerly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 589.91' passing a northeasterly line of said remaining portion of 52.35 Acres and the southwesterly line of said remaining portion of 0.881 Acres, continuing to a point in the southwesterly line of said remaining portion of 32.266 Acres for the southeast corner of said 2.457 Acres and a northeast corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 48°48'42" E 495.18' with the northeast line of said 0.881 Acres and a southwest line of said 32.266 Acres to the southeast corner of said 0.881 Acres, for the southeast corner hereof, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 41°09'09" W 29.59' with the southeast line of said remaining portion of 0.881 Acres and a northwest line of said remaining portion of 32.266 Acres, to the southwest corner of said remaining portion of 0.881 Acres and the southeast corner of said remaining portion of 52.35 Acres, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 69°56'04" W 364.77' with a southeasterly line of said remaining portion of 52.35 Acres to a south corner of said tract, said corner being marked by a found 1/2" iron rod, and from which a 1-1/2" iron pipe found marking an interior corner of a 14.000 Acre tract described in a deed to Zekelman Property Leander 53, LLC, dated October 15, 2021, recorded under Document No. 2021159540 of the Official Public Records of Williamson County, Texas, bears N 28°03'01" W 0.76'

THENCE N 76°09'11" W 1939.61' with a southwest line of said remaining portion of 52.35 Acres, at 945.57' passing 0.24' to the left of a 1/2" iron rod found marking the northwest corner of said 14.000 Acres, same being the northeast corner of Kauffman Loop, a 100'-wide public right-of-way recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas; at 1066.34' passing an iron rod with identifier cap stamped, "RPLS 2218", found marking the northwest corner of said Kauffman Loop; at 1823.95' passing a found 1/2" iron rod; and continuing to an interior corner of said remaining portion of 52.35 Acres, said corner being marked by a found 1/2" iron rod;

THENCE S 31°16'38" W 730.17' with a southeast line of said remaining portion of 52.35 Acres, at 270.08' passing a found 1/2" iron rod, and continuing to the southernmost southwest corner of said remaining portion of 52.35 Acres, same being a point in the northeast line of Lot 33, Block A of Bonnet Tract Subdivision, a subdivision located in the City of Leander, according to the map or plat thereof, recorded in Document No. 2020107539 of the Official Public Records of Williamson County, Texas, said corner being marked by a found 1/2" iron rod;

THENCE with a southwest line of said remaining portion of 52.35 Acres and the northeast line of said Bonnet Tract Subdivision, the following **TWO (2) COURSES AND DISTANCES:**

N 20°36'10" W 396.87' to a point in said common line between the remaining portion of 52.35 Acres and Bonnet Tract, said corner being marked by a found 1/2" iron rod;

N 20°11'30" W 303.24' to the westernmost southwest corner of said remaining portion of 52.35 Acres, same being the southeast corner of said 10.97 Acres, for the westerly-most southwest corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE N 31°15'28" E 1370.14' with the northwest line of said remaining portion of 52.35 Acres and the southeast line of said 10.97 Acres to the **POINT OF BEGINNING** of the herein described tract of land, said tract containing **50.787 Acres (2,212,274 Square Feet)**, more or less. Bearings are relative to the State Plane Coordinate System, North American Datum of 1983(2011), Texas Central Zone (4203). Distances and areas reflect the application of a combined scale factor of 1.00012 and thus represent surface measurements.

Commissioners Court - Regular Session**38.****Meeting Date:** 07/02/2024

Variance request from Empire Continental for the Flora Ph 1A Sec 3 & Sec 4 subdivisions – Pct 4

Submitted For: Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Empire Continental for the Flora Phase 1A Section 3 & Section 4 subdivisions – Precinct 4.

Background

Empire Continental, developer of the Flora Phase 1A Section 3 & Section 4 subdivisions, is requesting a variance to the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

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

Attachments

variance request – Flora Ph 1A Sec 3 & Sec 4

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:10 PM

Started On: 06/27/2024 11:00 AM

June 17, 2024

Adam Boatright
Williamson County Engineer
3151 S.E. Inner Loop, Suite B
Georgetown, TX 78626

RE: Variance Request for 20' Front Setbacks at Flora Sections 3 and 4

Dear Mr. Boatright,

We are currently developing alley-loaded lots (homes that are accessed via private rear alleys but face the public road) in Flora Section 3 (Block F 1-12 and 16-28, Block G 1-16 and 20-29, and Block H 1-16 and 20-29) and Section 4 (Block B 1-17 and 19-29, and Block C 1-16 and 18-24). These lots are only accessible by vehicle via the rear alleys and not from the public roads in front of the homes.

We respectfully request a variance of the 25' building setback requirement per the County's Subdivision Regulations Appendix F 2 to allow for a 20' building setback to allow the builder to efficiently place their product on these 40' lots.

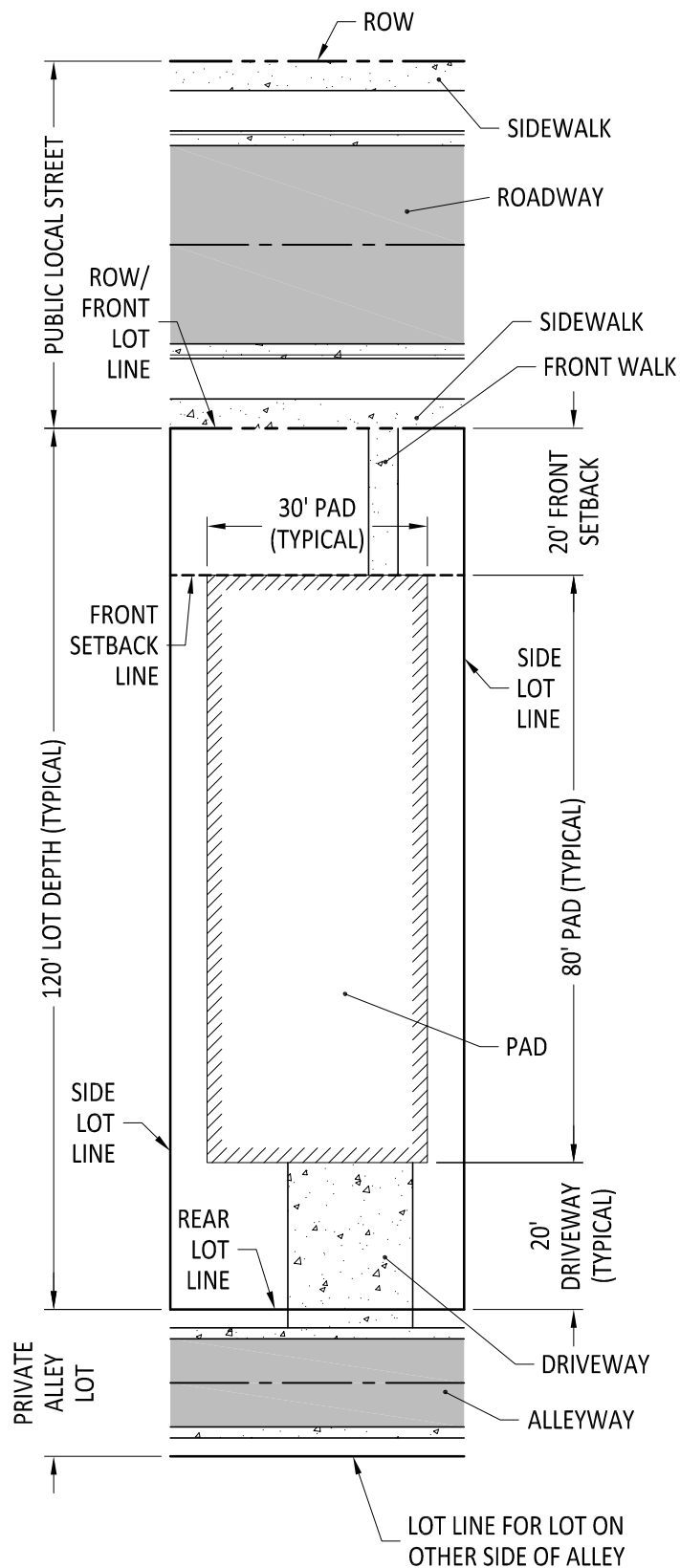
This will allow the builder to construct driveways long enough to avoid any extended vehicles from intruding into the 20' private driveway alley at the rear of these lots. All lots will have frontage along streets meeting right-of-way and pavement width requirements per County Subdivision Regulations and will be primarily accessed from the rear, privately maintained alleys. The ultimate reason for this request is to ensure the safety and navigability of the rear alleys.

Please find attached to this letter as "Exhibit A" the proposed plot plan for the lots in question. Should you have any questions, I can be reached at (708) 370-1123 or jgrabinski@empirecontinental.com.

Respectfully,

A handwritten signature in black ink that reads "Joe Grabinski".

Joe Grabinski



0' 25'
SCALE: 1"=25'

NOTES:

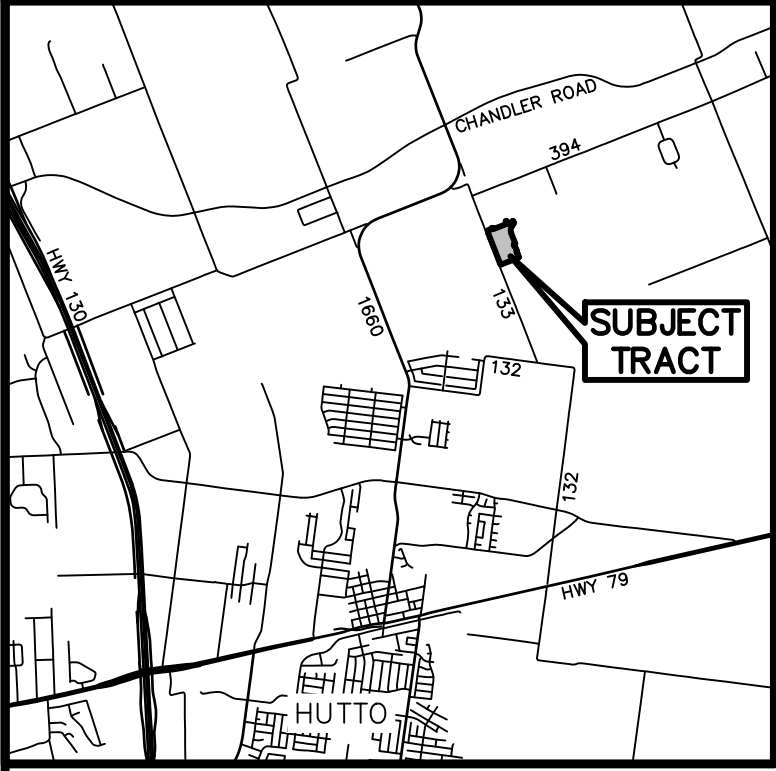
1. DIMENSIONS WILL VARY BY ACTUAL PRODUCT CHOSEN.



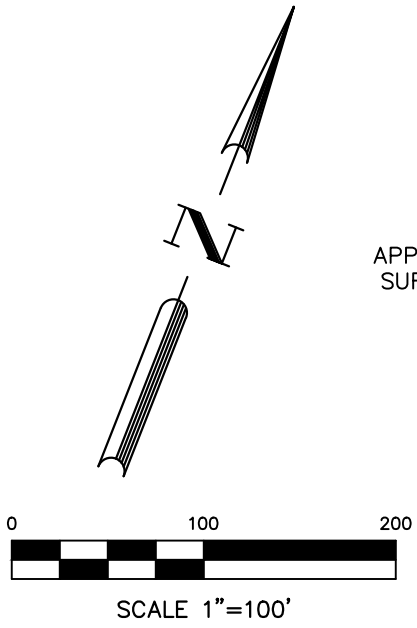
BGE, INC.

101 W. LOUIS HENNA BLVD., STE 400
AUSTIN, TX 78724
512-879-0400 FIRM NO. F-1046

TYPICAL ALLEY LOADED LOT
PAD PLOT PLAN



VICINITY MAP
NOT TO SCALE



BEARING BASIS NOTE:

THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE 4203 (NAD83/2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES THE COMBINED SCALE FACTOR IS 1.00012.

UNITS: U.S. SURVEY FEET
DATE OF FIELD SURVEY: OCTOBER 9, 2019

JOHN DYKES
SURVEY
ABSTRACT 310

PUBLIC UTILITY AND
ACCESS EASEMENT
BY SEPARATE INSTRUMENT
DOC. NO. _____
O.P.R.W.C.

FLORA PHASE 1A
SECTIONS 1, 2 & 5
DOC. NO. _____
O.P.R.W.C.

JOHN DYKES
SURVEY
ABSTRACT 310

APPROXIMATE
SURVEY LINE

FINAL PLAT
FLORA PHASE 1A
SECTION 3

A SUBDIVISION OF 27.895 ACRES OF LAND LOCATED IN
THE JOHN THOMAS SURVEY, ABSTRACT 610,
WILLIAMSON COUNTY, TEXAS

26
AMENDED MONADALE ESTATES
AT MUSTANG CREEK
SECTION TWO
CAB. I, SLD. 82-83
P.R.W.C.

JOHN THOMAS
SURVEY
ABSTRACT 310

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

24
AMENDED MONADALE ESTATES
AT MUSTANG CREEK
SECTION TWO
CAB. I, SLD. 82-83
P.R.W.C.

STEPHEN KELPZIG & DONNA KLEPZIG
CALLED 38.55 AC. (TRACT 3)
VOL. 2631, PG. 688
O.R.W.C.

P.O.C.
911.85'
S 23°29'19" E

P.O.B.

HAZY AUTUMN LANE
70' R.O.W.

N 68°29'16" E 145.18'

S 55°48'54" W 140.01'

S 48°03'31" W 161.54'

S 40°18'04" W 189.12'

S 32°32'33" W 171.59'

S 50.63'

N 68°37'50" E 156.18'

S 78°27'20" W 139.29'

S 68°29'16" W 134.09'

S 68°29'16" W 134.10'

S 68°29'16" W 134.10'

S 68°29'16" W 134.10'

S 68°29'16" W 134.11'

S 68°29'16" W 134.11'

S 68°29'16" W 134.11'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

S 68°29'16" W 134.12'

JOHN THOMAS
SURVEY
ABSTRACT 310

HUTTO 525 DEVELOPMENT PARTNERS, LP
CALLED 120.01 AC.
DOC. NO. 2020121616
O.P.R.W.C.

N 68°29'16" E 570.00'

S 57°54'29" W 120.00'

S 17°36' E 120.00'

S 20°45'14" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

S 21°30'44" E 120.00'

SLE. DETAIL "A"
SHEET 4

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

S 35°37'13" W 162.20'

OPEN SPACE/
POND LOT

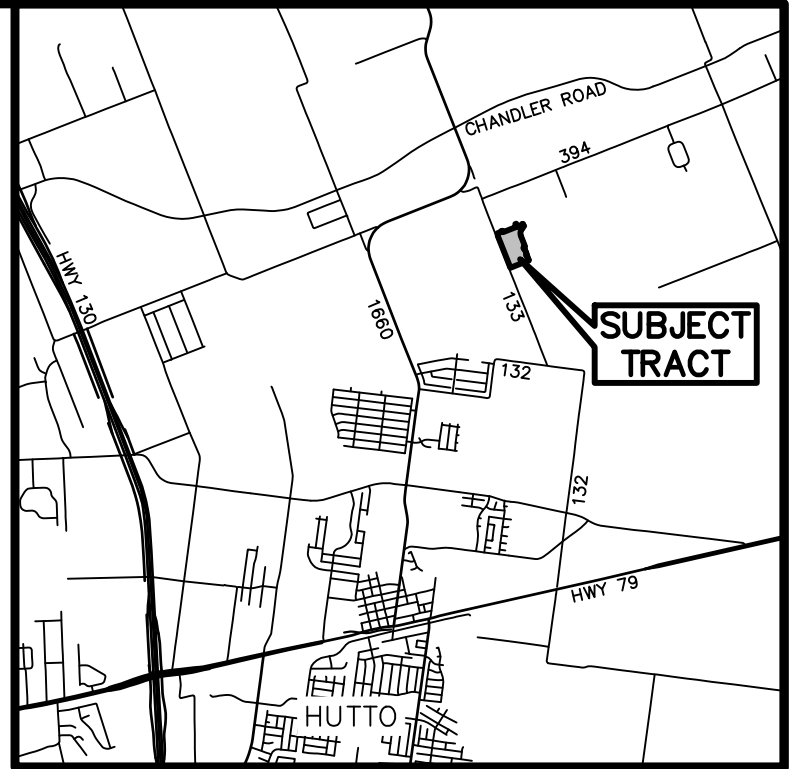
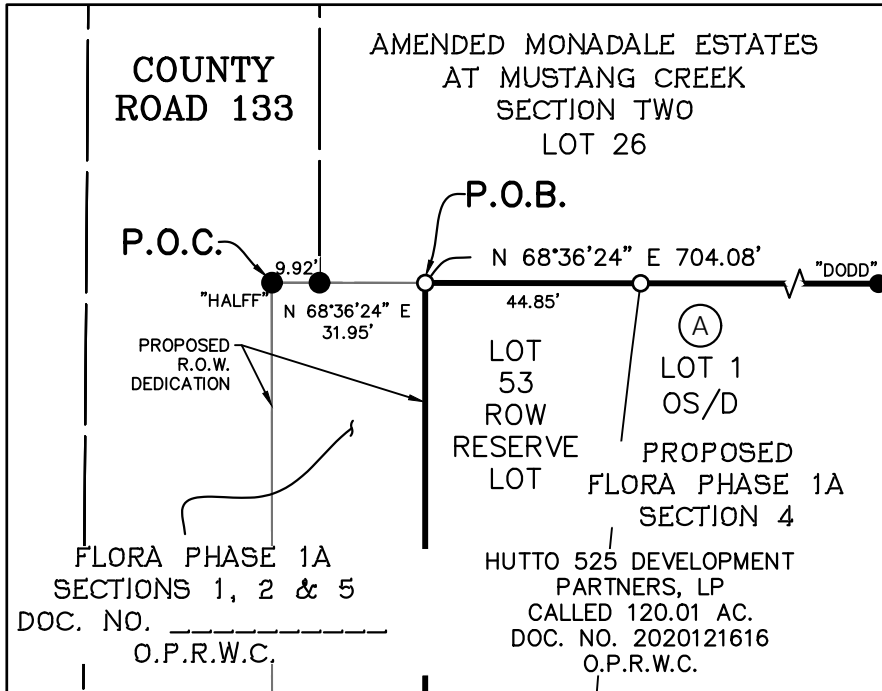
N 68°29'16" E 239.63'

S 68°29'16" E 239.63'

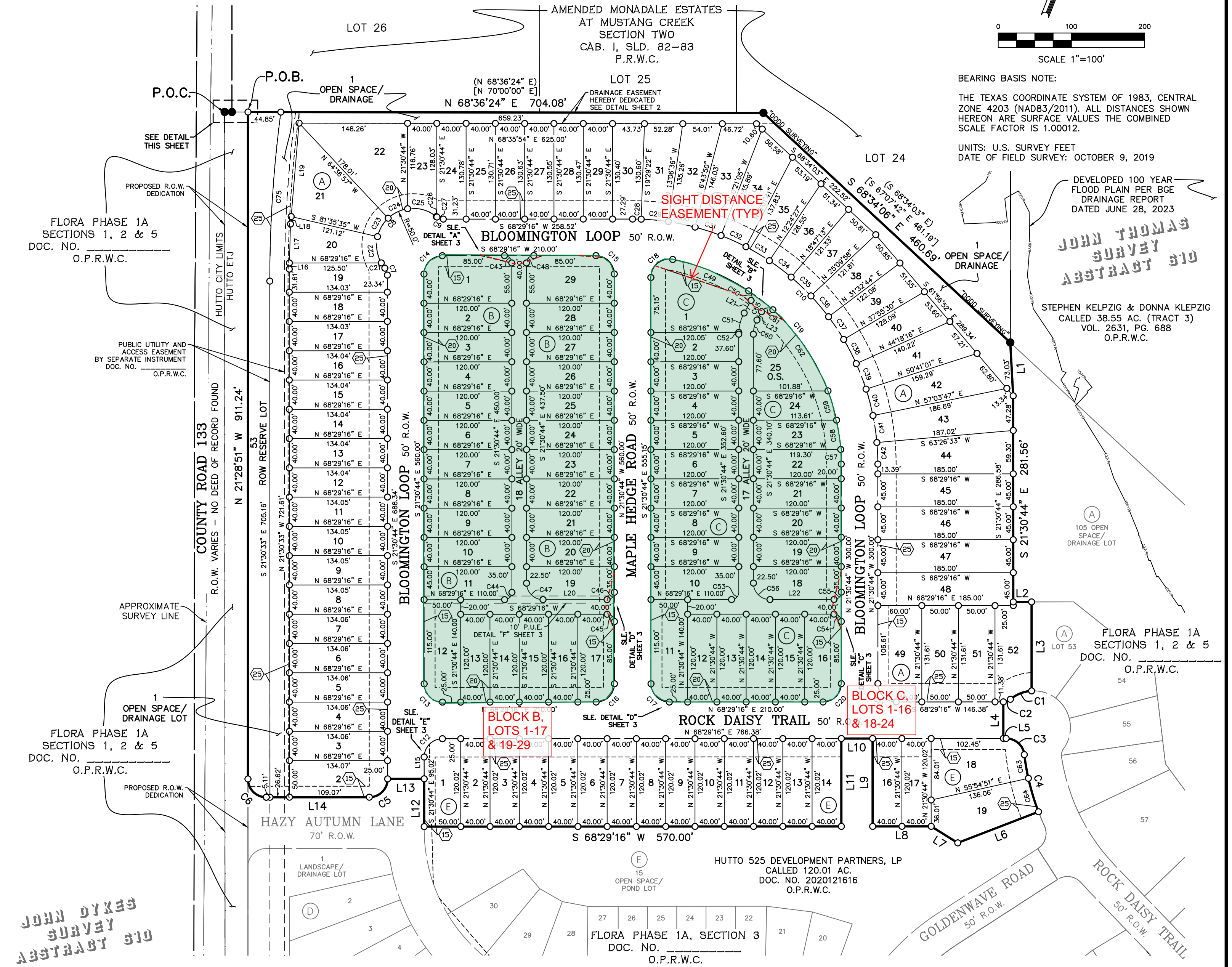
S 68°29'16" E 239.63'

S 68°29'16" E

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	120	15.587 AC.
OPEN SPACE/DRAINAGE LOT	1	1.075 AC.
OPEN SPACE	1	0.177 AC.
ALLEY	2	0.609 AC.
ROW RESERVE LOT	1	0.666 AC.
RIGHT-OF-WAY	-	3.808 AC.
TOTAL	125	21.922 AC.



STREET NAMES							
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	TYPE	DESIGN SPEED	PAVEMENT WIDTH (EOP - EOP)	URBAN/RURAL	CLASSIFICATION
BLOOMINGTON LOOP	50 FT.	1,887 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
ROCK DAISY TRAIL	50 FT.	816 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
MAPLE HEDGE ROAD	50 FT.	660 FT.	PUBLIC	25 MPH	30 FT.	URBAN	LOCAL
TOTAL		3,363 FT.					



JOHN DYKES
SURVEY
ABSTRACT 610

SUBMITTAL DATE: JANUARY 4, 2024

OWNERS:
HUTTO 525 DEVELOPMENT PARTNERS LP
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TX 77040
(713)239-2925 (EXT. 5002)

FINAL PLAT FLORA PHASE 1A SECTION 4

A SUBDIVISION OF 21.922 ACRES OF LAND LOCATED IN
THE JOHN THOMAS SURVEY, ABSTRACT 610,
WILLIAMSON COUNTY, TEXAS

- LEGEND
- CAB. CABINET
 - DOC. DOCUMENT
 - D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
 - ETJ EXTRATERRITORIAL JURISDICTION
 - NO. NUMBER
 - O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
 - PG. PAGE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - SLIDE SLIDE
 - VOL. VOLUME
 - () RECORD INFORMATION DOCUMENT NUMBER 2020121616 O.P.R.W.C.
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - FOUND CONCRETE MONUMENT
 - SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
 - △ CALCULATED POINT
 - (A) BLOCK IDENTIFIER
 - (25) BUILDING SETBACK LINE (DISTANCE AS NOTED)



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

Commissioners Court - Regular Session**39.****Meeting Date:** 07/02/2024

Variance request to the Williamson County Subdivision Regulations from Allpoints Land Survey Inc on behalf of Westin Homes – Pct 3

Submitted For: Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Allpoints Land Survey, Inc. on behalf of Westin Homes for Lots 17-18, Block A, and Lot 18, Block B of the Nolina Phase 1 Section 1 subdivision – Precinct 3.

Background

Allpoints Land Survey on behalf of Westin Homes, the owner of Lots 17-18, Block A, and Lot 18, Block B of the Nolina Phase 1 Section 1 subdivision, is requesting a variance to Appendix F2 of the Williamson County Subdivision Regulations to encroach into the 25-foot building setback as detailed in their attached letter and plot plans. Staff recommends approval.

Fiscal Impact

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

Attachments

variance request letter – Allpoints Land Survey on behalf of Westin Homes
plot plans – Lots 17-18 Blk A and Lot 18 Blk B of the Nolina Ph 1 Sec 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:10 PM

Started On: 06/27/2024 11:03 AM



May 17, 2024

Mr. Adam D. Boatright, PE
County Engineer
Williamson County
3151 SE Inner Loop, Suite B
Georgetown, Texas 78628

Sent via email c/o Adam Boatright

Re: Agent Authorization

Dear Mr. Boatright,

Westin Homes & Properties, LP (“Westin”) hereby authorizes All Points Surveying to act as Westin’s authorized agent and representative for the purpose of requesting a variance to the front building setback line of the following lots:

Block B Lot 18 and Block A Lots 17-18 as shown on the final plat of Nolina Phase 1 Section 1 recorded in the Official Public Records of Williamson County Texas (OPRWCT) under document # 2023078970.

Westin’s ownership is reflected in the Special Warranty Deed recorded in the OPRWCT under document number 2023102828.

Very Truly Yours,

**Westin Homes & Properties L.P.,
a Texas Limited Partnership**

**By: Texas TFR Properties L.L.C. its General
Partner**

By:

Jason Golan, President and Sole Member



May 17, 2024

Mr. Adam D. Boatright, PE
County Engineer
Williamson County
3151 SE Inner Loop, Suite B
Georgetown, Texas 78628

Sent via email c/o Adam Boatright

Re: Variance Request for Nolina Phase 1 Section 1

Dear Mr. Boatright,

Allpoints Land Survey, Inc. ("Allpoints") respectfully requests a variance to the 25' front Building Setback Line (BSL) on the following three lots:

Block B Lot 18 and Block A Lots 17-18 as shown on the final plat of Nolina Phase 1 Section 1 recorded in the Official Public Records of Williamson County Texas (OPRWCT) under document # 2023078970.

Allpoints Surveying provided the site plan for each of these lots on behalf of our client, Westin Homes, and mistakenly referenced a 20' front BSL for cul-de-sac lots in the Nolina Design Guidelines of record in document 2023077274. A 25' BSL is shown on the plat as required by the Williamson County Development Regulation and should have superseded the recorded Design Guidelines. This was an oversight by Allpoints Surveying and we have taken the necessary steps to ensure this does not happen again.

Each of these lots has a nearly complete home that encroaches the 25' front building setback line. As shown on the attached plot plans, each driveway has at least 20' of linear area available for parking outside of the public right of way and sidewalk, and no structure on any of the lots encroaches any Public Utility Easement.

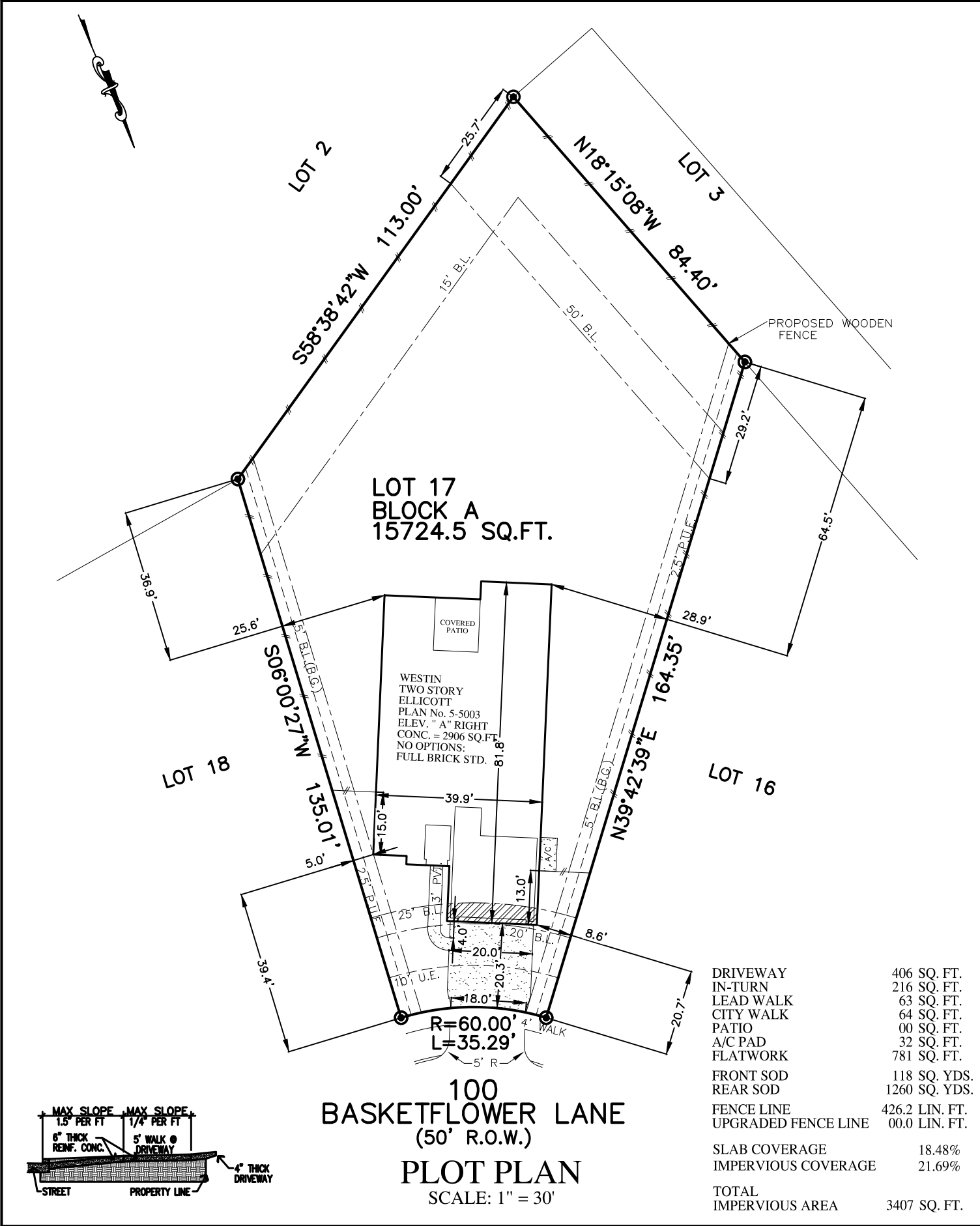
Very Truly Yours,

Nick Portie
Vice President of Operations
Allpoints Surveying

Attachments:
Property Owner Authorization
Plot Plans Showing Encroachment



	FLATWORK		B.L. BUILDING LINE		T.O.F. TOP OF FORM		U.V.E. UNOBSTRUCTED VISIBILITY EASEMENT		MANHOLE
	PROPERTY LINE		B.L.(FL) FRONT LOAD BUILDING LINE		U.E. UTILITY EASEMENT		M.A.C.C.E. MAINTENANCE & ACCESS EASEMENT		GRATE DRAIN
	BUILDING LINE		B.L.(SI) SWING IN BUILDING LINE		W.L.E. WATER LINE EASEMENT		A.C.C.E. ACCESS EASEMENT		LIGHT POLE
	EASEMENT		B.L.(3C) 3 CAR BUILDING LINE		S.T.M.S.E. STORM SEWER EASEMENT		A.E. AERIAL EASEMENT		ELECTRIC BOX
	WOODEN FENCE		G.B.L. GARAGE BUILDING LINE		S.S.E. SANITARY SEWER EASEMENT		D.E. DRAINAGE EASEMENT		FIBER OPTIC
	WROUGHT IRON FENCE		(B.G.) BUILDER GUIDELINES		R.O.W. RIGHT-OF-WAY		E.E. ELECTRIC EASEMENT		TELEPHONE PEDESTAL
	CHAIN LINK FENCE		F.F. FINISHED FLOOR		P.A.E. PERMANENT ACCESS EASEMENT		WATER VALVE		GAS METER
	OVERHEAD ELECTRIC		EXT. EXTENDED		P.U.E. PUBLIC UTILITY EASEMENT		FIRE HYDRANT		CABLE PEDESTAL
			PROP. PROPOSED		PVT. PRIVATE		MONUMENT		WATER METER
			C.M. CONTROL MONUMENT		FND. FOUND		I.P. IRON PIPE		CLEANOUT
							POWER POLE		MANHOLE & INLET
									INLET
									VAULT



NOTES:
1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT.
2. SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. ABSTRACTING BY TITLE COMPANY ONLY. ALL EASEMENTS, RESTRICTIONS AND OTHER MATTERS OF RECORD KNOWN TO SURVEYOR ARE SHOWN AND ARE BASED ON THE RECORDED PLAT AND/OR TITLE REPORT. ALLPOINTS LAND SURVEY, INC. IS NOT LIABLE FOR ANY DAMAGES DUE TO INFORMATION NOT PROVIDED TO SURVEYOR OR BUILDER PLACING ANY IMPROVEMENTS WITHIN A BUILDING LINE OR EASEMENT.
3. FLATWORK AND FENCING ARE FOR ILLUSTRATION PURPOSES ONLY. REFER TO MUNICIPALITY, HOA, POA, BUILDER GUIDELINES, DEED RESTRICTIONS, DEVELOPMENT PLANS (WSD'S) OR LOCAL CODE FOR REQUIREMENTS. SPECIFIC INSTALLATION REQUIREMENTS TO BE VERIFIED BY BUILDER.
4. MINIMUM FINISHED FLOOR REQUIREMENTS ESTABLISHED BY FEMA, LOCAL GOVERNMENT AUTHORITIES AND/OR DEVELOPMENT PLANS (INCLUDING APPLICABLE BENCHMARKS/DATUMS AND ADJUSTMENTS) ARE SUBJECT TO CHANGE DURING CONSTRUCTION PROCESS AND SHOULD BE VERIFIED BY BUILDER BEFORE PROCEEDING WITH EACH PHASE OF CONSTRUCTION. PROPOSED FINISHED FLOOR HEIGHTS ABOVE TOP OF CURB ARE CALCULATIONS FOR DRAINAGE PURPOSES TO BE ADJUSTED BASED UPON ACTUAL LOT CONDITIONS AND DO NOT ESTABLISH A MINIMUM FINISHED FLOOR.

FOR: WESTIN HOMES (AUSTIN)

ADDRESS: 100 BASKETFLOWER LANE

ALLPOINTS JOB#: WS356072 BY: HA
G.F.: JCJC
JOB: DL DL

FLOOD ZONE:X

COMMUNITY PANEL:
48491C0275E

EFFECTIVE DATE: 09/26/2008

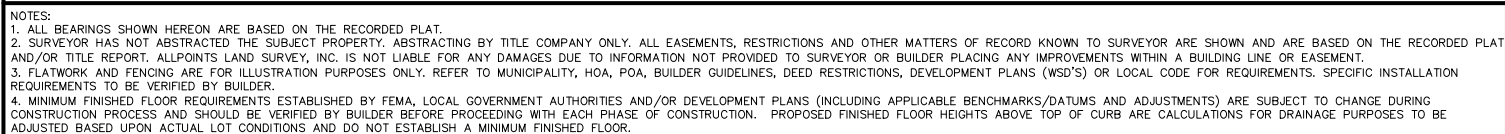
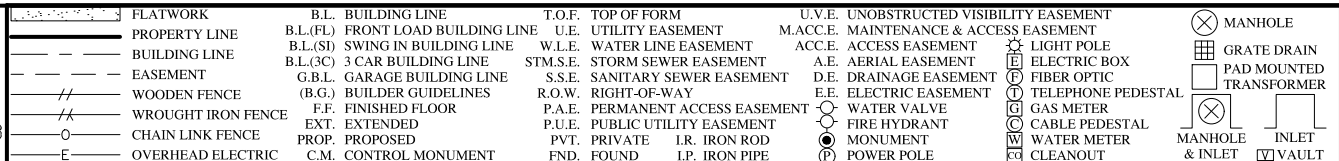
LOMR: DATE:

"THIS INFORMATION IS BASED ON GRAPHIC PLOTTING. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION"

LOT 17, BLOCK A,
NOLINA, PHASE 1, SECTION 1,
DOC. NO. 2023078970, OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TX

ISSUE DATE: 4/22/2024
ISSUE DATE: 11/16/2023
ISSUE DATE: 10/26/2023
ISSUE DATE: 10/5/2023
ISSUE DATE: 9/28/2023



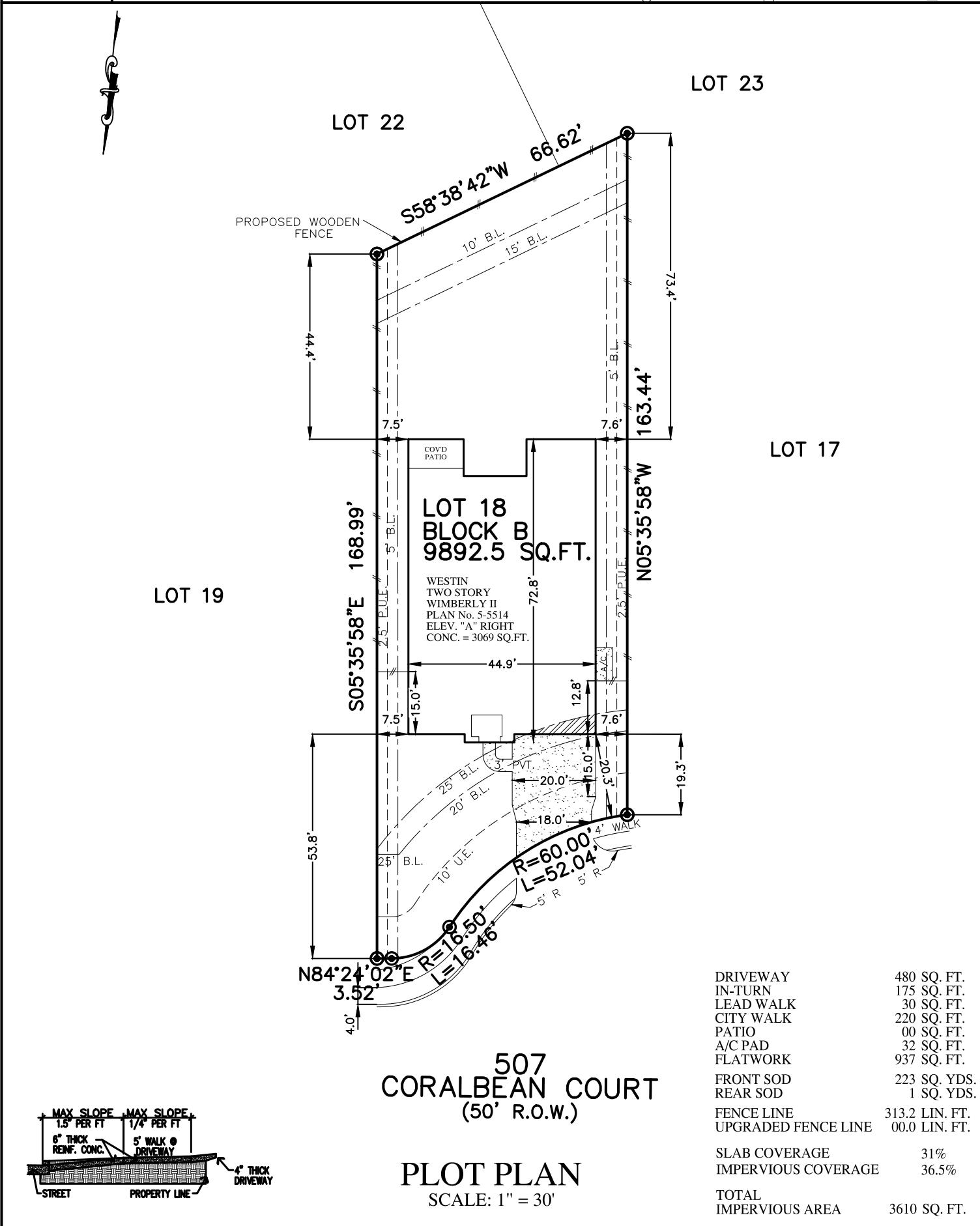


WESTIN
H O M E S

©2024, ALLPOINTS LAND SURVEY, INC.
All Rights Reserved.



	FLATWORK		B.L. BUILDING LINE		T.O.F. TOP OF FORM		U.V.E. UNOBSTRUCTED VISIBILITY EASEMENT		MANHOLE
	PROPERTY LINE		B.L.(FL) FRONT LOAD BUILDING LINE		U.E. UTILITY EASEMENT		M.A.C.C.E. MAINTENANCE & ACCESS EASEMENT		GRATE DRAIN
	BUILDING LINE		B.L.(SI) SWING IN BUILDING LINE		W.L.E. WATER LINE EASEMENT		A.C.C.E. ACCESS EASEMENT		ELECTRIC BOX
	EASEMENT		B.L.(3C) 3 CAR BUILDING LINE		S.S.E. STORM SEWER EASEMENT		A.E. AERIAL EASEMENT		FIBER OPTIC
	WOODEN FENCE		G.B.L. GARAGE BUILDING LINE		S.S.E. SANITARY SEWER EASEMENT		D.E. DRAINAGE EASEMENT		TELEPHONE PEDESTAL
	WROUGHT IRON FENCE		(B.G.) BUILDER GUIDELINES		R.O.W. RIGHT-OF-WAY		E.E. ELECTRIC EASEMENT		GAS METER
	CHAIN LINK FENCE		F.F. FINISHED FLOOR		P.A.E. PERMANENT ACCESS EASEMENT		WATER VALVE		CABLE PEDESTAL
	OVERHEAD ELECTRIC		EXT. EXTENDED		P.U.E. PUBLIC UTILITY EASEMENT		FIRE HYDRANT		WATER METER
			PROP. PROPOSED		PVT. PRIVATE		MONUMENT		CLEANOUT
			C.M. CONTROL MONUMENT		FND. FOUND		I.R. IRON ROD		MANHOLE & INLET
					I.P. IRON PIPE		POWER POLE		INLET
									VAULT



FOR: WESTIN HOMES (AUSTIN)		<div>LOT 18, BLOCK B, NOLINA, PHASE 1, SECTION 1, DOC. NO. 2023078970, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS</div> <div>ISSUE DATE: 4/22/2024 ISSUE DATE: 10/5/2023 ISSUE DATE: 9/26/2023</div>	<div></div> <div>©2024, ALLPOINTS LAND SURVEY, INC. All Rights Reserved.</div>
ADDRESS: 507 CORALBEAN COURT			
ALLPOINTS JOB#: WS356012	BY: ROM RM DL		
G.F.:	RM DL		
JOB:	DL		
FLOOD ZONE:X			
COMMUNITY PANEL: 48491C0275E			
EFFECTIVE DATE: 09/26/2008			
LOMR:	DATE:		
"THIS INFORMATION IS BASED ON GRAPHIC PLOTTING. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION"			
ALLPOINTS LAND SURVEY, INC. - 1515 WITTE ROAD - HOUSTON, TEXAS 77080 - PHONE: 713-468-7707 - T.B.P.E.L.S. # 10122600			

Commissioners Court - Regular Session**40.****Meeting Date:** 07/02/2024

Tax Abatement Agreement

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 authorizing the County Judge to execute a Chapter 312 Tax Abatement Agreement with LaBatt Industries.

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: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:15 PM

Started On: 06/27/2024 12:29 PM

Commissioners Court - Regular Session**41.****Meeting Date:** 07/02/2024

CR 143 Right of Entry Agreement

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 right of entry agreement with Linda I. Strong, Jon P. Strong and Michael Alan Strong for property located on CR 143. Funding Source: LRTP P457

Background

Fiscal Impact

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

Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:00 PM

Started On: 06/26/2024 04:59 PM

RIGHT OF ENTRY AGREEMENT
(Survey)

This Right of Entry Agreement (the "**Agreement**") is made this _____, 20__ (the "**Effective Date**") by and between Linda I. Strong, Jon P. Strong & Michael Alan Strong, with an address for notice of 5103 Briargrove Lane, Dallas, TX 75287-7558 and 1365 County Road 143, Georgetown, TX 78633-4603, ("**Grantor**") and Williamson County with an address for notice of Sheets & Crossfield, LLPC, 309 East Main Street, Round Rock, TX 78664 ("**Grantee**") relating to those certain lands in Williamson County, Texas, described in **Exhibit "A"** attached hereto and incorporated herein by this reference, as if set forth fully herein (the "**Property**"). Grantor and Grantee are collectively referred to herein as the "**Parties**".

RECITALS

- A. Grantee is currently in the process of purchasing certain property interests for the proposed construction of CR 143 from Grantor
- B. Grantee has requested that Grantor grant Grantee a right of entry to enter the Property for the sole purpose of the land and topographical surveying, engineering, utility test holes or other related tasks in connection with Grantee's proposed future development of CR 143.
- C. Grantor is agreeable to granting Grantee the right to conduct the survey and survey- related activities in accordance with the terms and conditions of this Agreement.

AGREEMENT

Grantor hereby grants to Grantee, on behalf of Grantee, its agents, representatives, contractors, successors and assigns (collectively, "**Grantee Parties**"), the right to only conduct a lineal survey and related activities, including but not limited to performing civil surveys, environmental/cultural surveys, archeological examinations and/or the taking of geotechnical bores and samples (collectively "**Survey Activities**") on the Property relating to the proposed construction, of CR 143 (the "**Project**") on the Property. Furthermore, the Grantor and Grantee hereby covenant and agree to the following terms and conditions:

1. Grantee shall conduct the Survey Activities in a diligent and workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations and orders of duly constituted authorities. Grantee agrees that in the exercise of the rights granted herein it will not interfere with any property owned by Grantor other than the Property. Notwithstanding the foregoing, Grantee shall have foot access to the Property sufficient to determine survey boundary lines. Except as otherwise contained in this Agreement, neither Grantee nor any of Grantee's Parties shall access any building or structure located on any portion of the Property outside the Survey Area without written permission of Grantor. Grantee shall enter the Property via _____, unless directed by Grantor in writing to enter the Property at another location. The gates will be closed and locked

following each entry or exit at that location, and all internal gates that must be opened for passage will be closed following each passage. Any vehicles used by Grantee to access the property shall use the existing roads and not drive off said roads and Grantee shall use its best efforts to limit vehicular traffic to said road. Grantee shall promptly restore the roads used by Grantee or Grantee Parties and any other portion of the Property damaged by Grantee or Grantee Parties as closely as practicable to the condition that existed prior to Grantee or Grantee Parties accessing the Property. Grantee shall enforce upon Grantee Parties a ten (10) mile per hour speed limit on all roads accessed by the Grantee or Grantee Parties.

3. Grantor agrees to follow the Archeological Survey Standards for Texas as published by the Texas Historical Commission relating to the archeological survey component of the Survey Activities, if any.

4. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS RESULTING FROM OR ARISING OUT OF GRANTEE OR GRANTEE PARTIES PRESENCE, ACTIVITIES ON THE PROPERTY OR WHICH ARE CAUSED BY THE ACTS AND/OR OMISSIONS OF THE GRANTEE OR GRANTEE PARTIES ON THE PROPERTY, UNLESS CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF THE INDEMNIFIED PARTIES.

5. Grantee shall require its agents and/or contractors entering the Property to maintain liability insurance coverage in minimum amounts required by standard Williamson County Road & Bridge project standards or contracts at all times during accomplishment of the Survey Activities.

6. Grantee shall pay Grantor for all damages caused by Grantee to the Property in connection to its Survey Activities.

7. **Neither Grantee nor any of Grantee parties shall light a fire of any sort, including tobacco or other smoking products on the property.**

8. Grantee will not bring or have in their possession, firearms, or devices resembling firearms. No smoking, alcohol, illegal drugs, hunting or fishing are allowed on the property at any time.

10. Grantee's field representative in charge shall, not less than seventy-two (72) hours or three (3) days (except in emergencies) prior to initial entry upon the Property, notify Grantor **Mike Strong**

at 972- 672-1578 of their intent to enter upon said premises and the time and purpose of entry (and shall provide re-notifications if Grantee or its representatives are absent from the Property for more than two (2) consecutive days). **In the event that a notification of entry is not received, Grantor may evict Grantee or its contractor, employee, or agent from the Property until such notification requirement is met.**

11. If, and to the extent that, Grantee drills into the soil on the Property for purposes of taking geotechnical bores and samples, Grantee will tamp or press the soil around the drilling site in an attempt to reasonably prevent settling of the soil. Grantee will, insofar as reasonably practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as reasonably practicable as existed just prior to Grantee's conducting of the Survey Activities.

12. Grantee will, insofar as practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as practicable as existed prior to Grantee's conducting of the Survey Activities.

13. Grantee agrees to provide to Grantor, or its designee, a copy of any plats, maps or archeological survey reports resulting from the Survey Activities on the Property within twenty (20) days of the date that Grantee obtains such plats, maps or archeological survey reports in written or electronic printable format.

14. Grantee will maintain the Property clean of all litter and trash from the Survey Activities and Grantee will remove any litter, trash or debris left by any Grantee Parties during and as a result of the Survey Activities.

15. Grantee, at its sole cost and expense, shall obtain such licenses, permits or authority from federal, state, municipal or other governmental bodies or agencies as may be necessary and shall comply with all regulations of such bodies or agencies and shall also pay any and all federal, state, municipal or other taxes, fees or assessments imposed or levied as a result of the Survey Activities described herein.

16. The indemnity obligation set forth in Paragraph 4 above survives termination of this Agreement.

17. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Texas.

18. This Agreement embodies the entire agreement between the Parties and supersedes any and all agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

19. Grantee agrees to furnish, within thirty (30) days of written request by Grantor, copies of testing reports related to the activities performed hereunder, if any.

20. If Grantee's activities under this Agreement are for purposes of surveying any portion of the Property for the proposed acquisition of a public roadway improvement project, Grantee agrees to stake or otherwise mark the boundary line(s) of the proposed right of way.

Executed on the dates indicated below, to be effective as of the Effective Date.

GRANTOR:

Linda I. Strong Jon P. Strong
& Michael Alan Strong

By:  _____

Name: Colin Strong

Title: Independent Executor of the
Estate of Jon Strong

Date: 6/25/2024

By: Linda Irvine Strong

Name: Linda Irvine Strong

Title: _____

Date: _____

By:  _____

Name: Michael Alan Strong

Title: _____

Date: _____

GRANTEE:

Williamson County, Texas

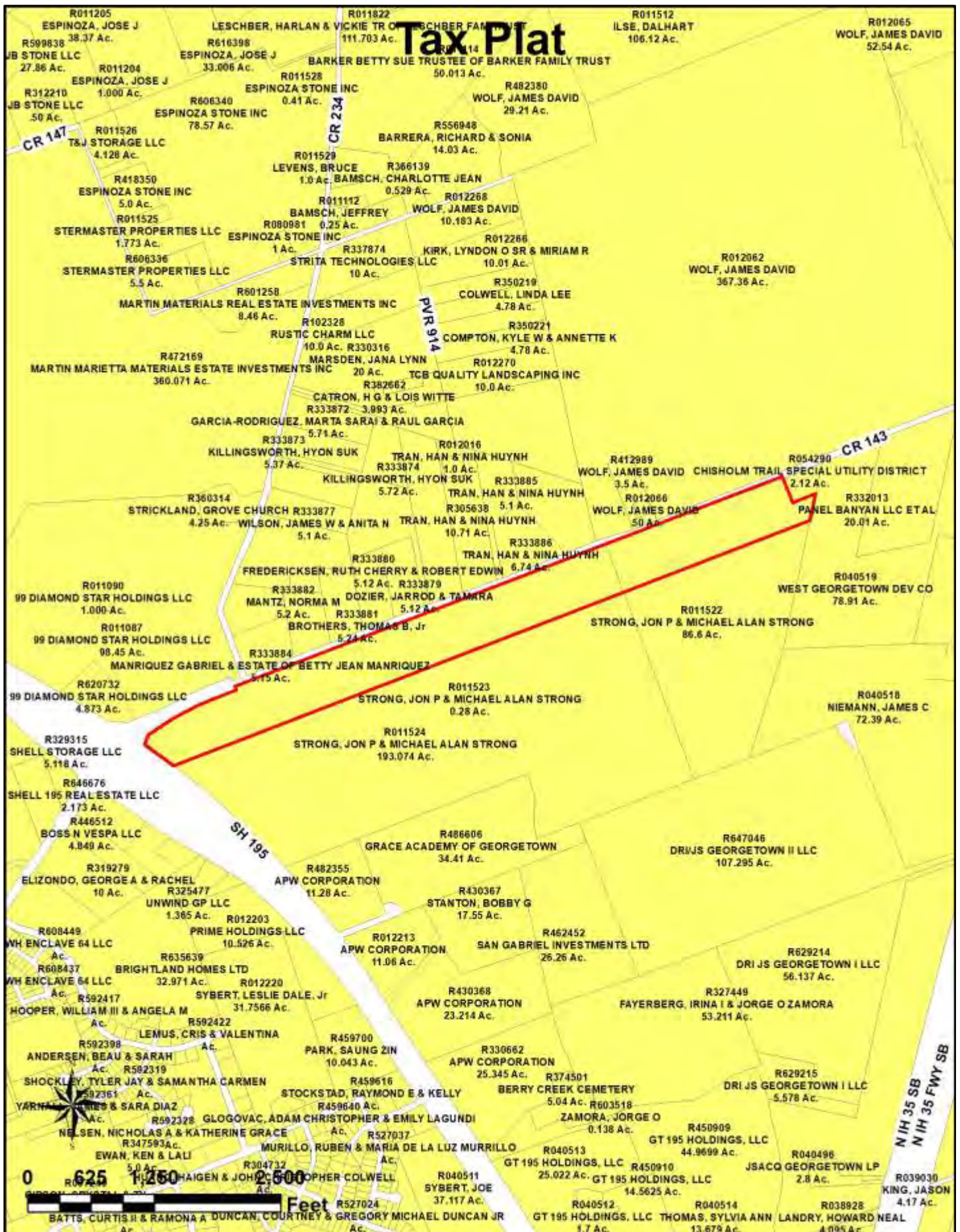
By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”
Legal Description of Property



Commissioners Court - Regular Session**42.****Meeting Date:** 07/02/2024

CR 255 Real Estate 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 real estate contract with Brandy Lynn Powell f/k/a Brandy Lynn Weaver to acquire 1.180 acres of right of way needed on the CR 255 project. Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:01 PM

Started On: 06/26/2024 05:03 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BRANDY LYNN POWELL f/k/a BRANDY LYNN WEAVER** (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 1.180 acres (51,388 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 41**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A, any improvements on the Property, and any damages or cost of cure for the remaining property of Seller shall be the sum of ONE HUNDRED SEVENTY THOUSAND and 00/100 Dollars (\$170,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before July 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date"), including specifically the prerequisite conveyance of fee title in and to the Property from the Veterans Land Board of the State of Texas to Seller.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and
- (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS,” WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

(a) PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;

(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER’S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.

(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND

(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 15, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation, and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties agree to continue to use diligence in assisting with any title curative measures, title conveyance prerequisites, or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Brandy Lynn Powell
Brandy Lynn Powell f/k/a
Brandy Lynn Weaver

Address: 200CR 289
Georgetown TX
78633

Date: 6/17/24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**1.180 ACRE RIGHT-OF-WAY PARCEL NO. 41
BRANDY POWELL & VLB #488-106212
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.180 ACRES (APPROXIMATELY 51,388 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, BIG VALLEY SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "E", SLIDE 337-339, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.180 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southeast corner of the herein described tract a ½ inch iron rod found at the Southeast corner of said Lot 12 in the West right of way line of said County Road 289, from which a ½ inch iron rod found at the Southeast corner of Lot 13, Big Valley Subdivision, filed of record in Cabinet "E", Page "33" Plat Records, Williamson County, Texas, bears South 21°07'40" East a distance of 443.47 feet;

THENCE South 68°47'23" West with the South line of said Lot 12, the North line of said Lot 13 a distance of 18.20 feet to the Southwest corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Lot 12, the North line of said Lot 13, from which a 3/8 inch iron rod found at the Southwest corner of said Lot 12 bears South 68°47'23" West a distance of 439.36 feet;

THENCE North 21°23'39" West across said Lot 12 a distance of 240.47 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at the beginning of a curve to the left having a radius of 7,932 feet;

THENCE in a northwesterly direction across said Lot 12 with said curve to the left, an arc distance of 559.02 feet, (a chord bearing of North 23°24'48" West, a chord distance of 558.90 feet, a delta angle of 04°02'17") to a 5/8 inch iron rod with a 1-1/2 inch aluminum cap marked "Williamson County" set for an interior angle of the herein

described tract;

THENCE South 69°32'02" West across said Lot 12 a distance of 168.23 feet to the most westerly southwest corner of the herein described tract, a set 5/8 inch iron rod with a 1-1/2 inch aluminum cap marked "Williamson County";

THENCE North 23°20'12" West across said Lot 12 a distance of 149.41 feet to the Northwest corner of the herein described tract, a 5/8 inch iron rod with a 1-1/2 inch aluminum cap marked "Williamson County" set in the North line of said Lot 12, from which a 3/8 inch iron rod found at the Northwest corner of said Lot 12 bears South 68°54'36" West a distance of 244.31 feet;

THENCE North 68°54'36" East with the North line of said Lot 12, a drainage area of unfound record information, a distance of 214.99 feet to the Northeast corner of the herein described tract;

THENCE South 21°09'48" East with the East line of said Lot 12 and the West line of said County Road 289, a distance of 950.00 feet to the **POINT OF BEGINNING**, containing 1.180 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 41.


Charles G. Walker Date: December 28, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 1.180 ACRES (APPROXIMATELY 51,388 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, BIG VALLEY SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "E", SLIDE 337-339, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

Only those easements and that information listed in Title Commitment File No. GT2301758 issued by Texan Title Insurance Company on May 15, 2023, 8:00am, with an effective date of May 9, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.

b. Telephone Company Right-of-Way Easement dated January 1, 1981, executed by William Daniels to Mid-State Telephone Company, recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. (Does Affect this tract)

e. Easement dated May 14, 1982, executed by Weaver Anderson to Chisholm Trail, WSC, recorded in Volume 939, Page 187, Deed Records, Williamson County, Texas. (Does NOT Affect this tract)

f. Right of Way Easement dated August 19, 1983, executed by John Stapper and William Moore to Chisholm Trail Water Supply Corp., recorded in Volume 964, Page 465, Deed Records, Williamson County, Texas. (Does NOT Affect)

g. Easement dated December 9, 1983, executed by Ralph L. Stapper and John Stapper to Pedernales Electric Cooperative, Inc., recorded in Volume 963, Page 256, Deed Records, Williamson County, Texas. (Does Affect this tract)

h. Right of Way Easement dated June 26, 1995, executed by Marion J. Weaver and Brandy Weaver to Chisholm Trail Special Utility District recorded under Document No. 9541436, Official Records, Williamson County, Texas. (Does NOT Affect)

i. A 50' front building setback line and a 20' side building setback line, as set out on plat recorded in Cabinet E, Slides 337-339, Plat Records, Williamson County, Texas. (Does Affect this tract)

j. A 5' public utility easement on all sides of lots and a 10' surface drainage easement on sides of lots, as set out on plat recorded in Cabinet E, Slides 337-339, Plat Records, Williamson County, Texas. (Does Affect this tract)

k. 10' reserved for future road widening along County Road 255A, as shown on plat recorded in Cabinet E, Slides 337-339, Plat Records, Williamson County, Texas. (Does Affect this tract)

LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION



PT# 2304
N:10,238,726.80
E:3,077,611.21

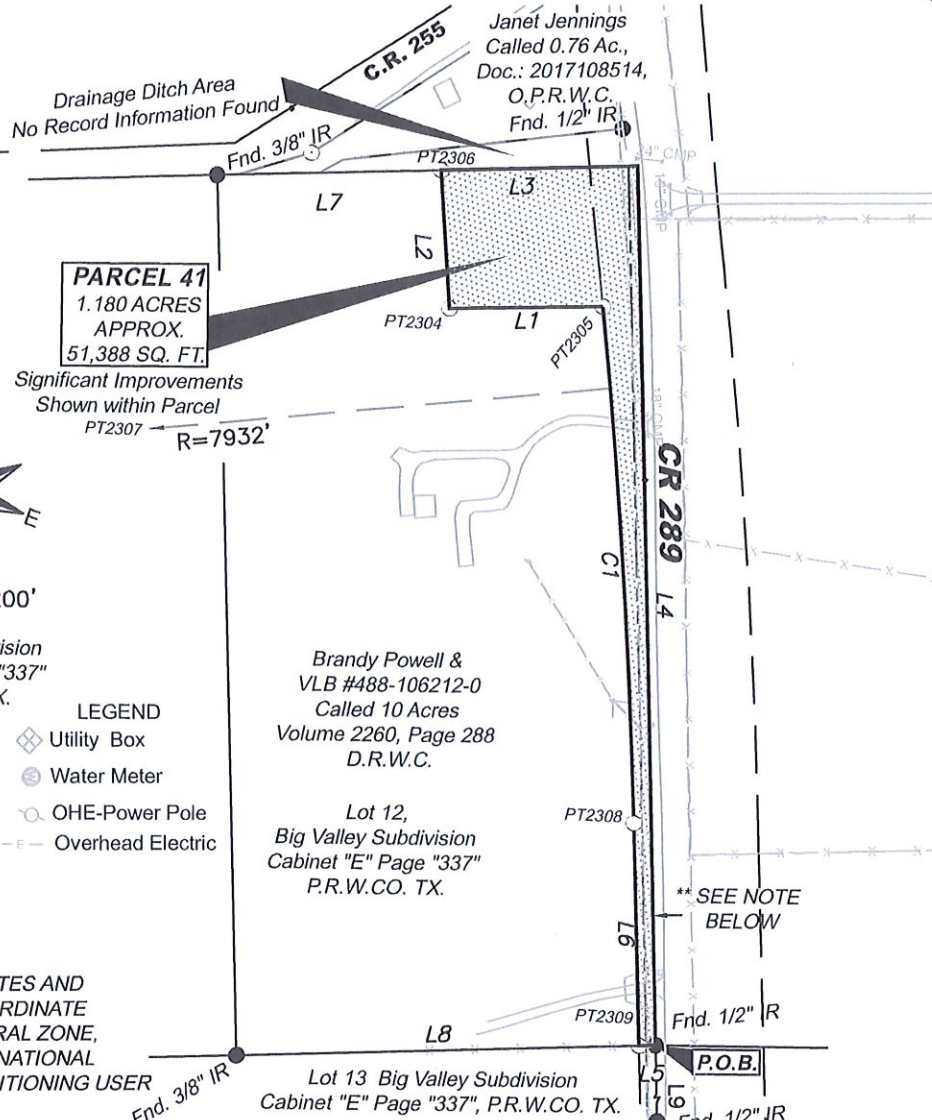
PT# 2305
N:10,238,785.62
E:3,077,768.82

PT# 2306
N:10,238,863.98
E:3,077,552.00

PT# 2307
N:10,238,379.28
E:3,070,605.47

PT# 2308
N:10,238,275.75
E:3,077,989.72

PT# 2309
N:10,238,048.83
E:3,078,078.62



SCALE 1"=200'
Lot 11,
Big Valley Subdivision
Cabinet "E" Page "337"
P.R.W.CO. TX.

- LEGEND
- Utility Box
 - Water Meter
 - OHE-Power Pole
 - Overhead Electric



ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	7932.00	559.02	558.90	N 23°24'48" W	4°02'17"

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

** NOTE:
10' Wide Strip Reserved for
Future Road Widening as shown in Lot 13
Big Valley Subdivision,
Cabinet "E", Page 337-339
O.P.R.W.C.TX.
9,500 Sq. Ft. within Parcel 41A

LINE	BEARING	DISTANCE
L1	S 69°32'02" W	168.23
L2	N 23°20'12" W	149.41
L3	N 68°54'36" E	214.99
L4	S 21°09'48" E	950.00
L5	S 68°47'23" W	18.20
L6	N 21°23'39" W	240.47
L7	S 68°54'36" W	244.31
L8	S 68°47'23" W	439.36
L9	S 21°07'40" E	443.47

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: DECEMBER 28, 2023
DRAWING NO.: 0750504-02-PARCEL 41
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4

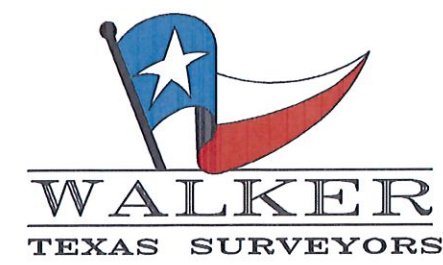


EXHIBIT "B"

Parcel 41

DEED

County Road 255 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 **BRANDY LYNN POWELL F/K/A BRANDY LYNN WEAVER** 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 1.180 acres (51,388 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 41**)

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.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

Brandy Lynn Powell f/k/a
Brandy Lynn Weaver

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2024 by Brandy Lynn Powell f/k/a Brandy Lynn Weaver, 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:

Commissioners Court - Regular Session

43.

Meeting Date: 07/02/2024

Interlocal Agreement with City of Georgetown

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 with the City of Georgetown regarding a shared use path along Berry Creek. Funding Source: 2023 Park Bonds P647

Background

Fiscal Impact

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

Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:02 PM

Started On: 06/26/2024 05:06 PM

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effect this _____ day of _____, 2024, by and between Williamson County, Texas (the “County”) and the City of Georgetown, Texas (the “City”), political subdivisions of the State of Texas. In this Agreement, the County and the City are sometimes individually referred to as a “Party” and collectively referred to as “the Parties.”

WITNESSETH:

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 and for the joint use of facilities 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; and

WHEREAS, the City is in the process of designing and constructing an approximate 2.8-mile, 10-foot wide shared use path along Berry Creek connecting the County’s Berry Springs Park and Preserve and the City’s Westside Park (the “Project”); and

WHEREAS, the City and the County now desire to cooperate in the cost sharing of the funding of improvements for the Project; and

WHEREAS, the total estimated cost of the entire Project, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing is \$5,800,000; and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of \$2,900,000, and the City has committed the remaining funds necessary to complete the Project, estimated at \$2,900,000 (the “Estimated Costs”); and

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

I. Definitions

1. The term “Design” means engineering, surveying, geotechnical work, environmental work, and any other professional or technical service required to produce competitive bidding documents, plans, and specifications for the Project.
2. The term “Right-of-Way acquisition” means all appraisal, legal, title, and other services required to acquire in fee simple the parcels of land necessary to construct the Project.
3. The term “Construction” means the provision of all materials, equipment, labor, surveying, testing, services, and inspections necessary to construct the Project according to the plans

and specifications (the "Plans") approved by the City in writing by the County prior to contract award.

4. The term "Project" means the design and construction of an approximately 2.8-mile, 10-foot wide shared use path connection between the County's Berry Springs Park and Preserve and the City's Westside Park, at the location shown on Exhibit A, attached hereto.

II.

Terms and Conditions

1. The City will be solely responsible for all aspects of the Design and Construction of the Project, including but not limited to, all Right-of-Way acquisition, if necessary, and all environmental mitigation costs, if necessary.
2. The City will serve as Project Manager on behalf of the City and the County and administer all aspects of Design and Construction for the Project, including consultant selection, preparation of construction plans, competitive bidding, Construction, and inspection of the Project.
3. The City shall schedule periodic progress meetings with the County at least once per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.
4. The County shall deposit in four (4) installments to a fund to be established and administered by the City (the "Construction Fund"), the total of Two Million Nine Hundred Thousand Dollars (\$2,900,000). The first deposit shall occur within thirty (30) calendar days of the award of a design contract, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000); a second deposit shall occur within (30) calendar days of the award of the construction contract, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000); a third deposit shall occur within thirty (30) calendar days of fifty percent (50%) construction completion, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) and a fourth and final deposit within thirty (30) calendar days of substantial completion, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000).
5. In the event that the costs incurred by the City for construction of the Project exceed the Estimated Cost, then the City shall bear sole responsibility for completing the Project.
6. The City agrees not to materially amend or otherwise reduce the Plans as approved by the County without the written concurrence of the County.
7. The City agrees that the County or its duly authorized representatives shall, until the expiration of the 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 the City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The City agrees that the County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and

appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give the City reasonable advance notice of intended audits.

III. Miscellaneous

1. **Severability.** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. **NO LIABILITY OR WARRANTY OF SERVICES.** THE PARTIES AGREE AND ACKNOWLEDGES THAT THE CITY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANTY, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT, THE ENGINEERING SERVICES CONTRACT, OR CONSTRUCTION AGREEMENT. THE COUNTY AGREES AND ACKNOWLEDGES THAT THE CITY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT THE COUNTY MAY HAVE NOW OR IN THE FUTURE AGAINST ANY THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY THE COUNTY, OR ANYONE HAVING A CLAIM BY, THROUGH, OR UNDER THE COUNTY, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.
3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
4. **Amendments.** Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representatives of each Party.
5. **Waiver.** Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.
6. **Independent Relationship.** This Agreement is not a joint venture or other partnership between the parties. Each Party, 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 purpose.
7. **No Assignment.** This Agreement shall not be assigned in whole or in part by either Party.
8. **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9. This Agreement shall be performable in Williamson County, Texas.
10. **Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

Bill Gravell, Jr., County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:



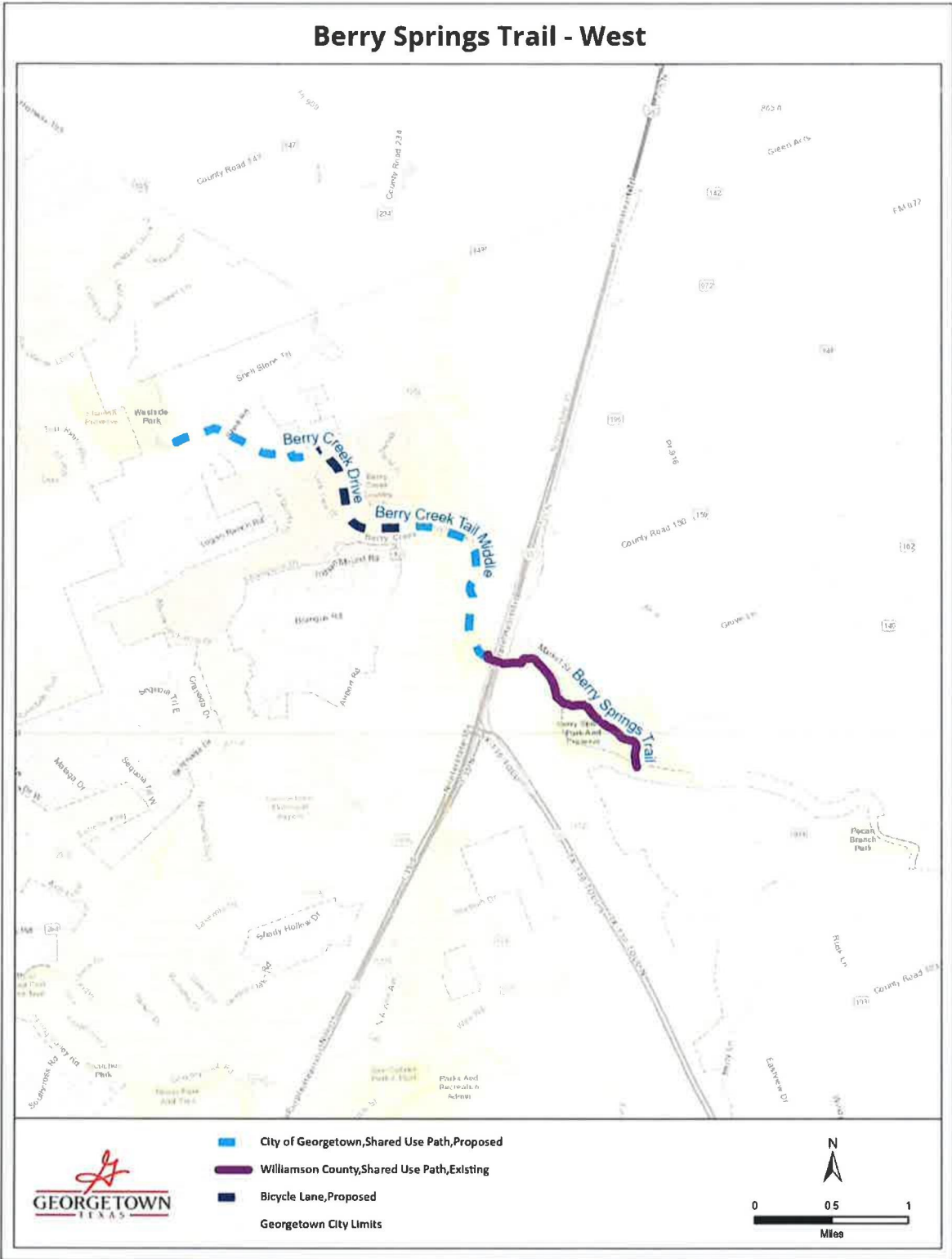
Robyn Densmore, City Secretary

APPROVED AS TO FORM:



Skye Masson, City Attorney

EXHIBIT "A"



Commissioners Court - Regular Session**44.****Meeting Date:** 07/02/2024

CR 305 Donation Special Warranty 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 to accept a donation special warranty deed from Schwertner Farms, Inc. for 3.298 acres on CR 305.

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: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:02 PM

Started On: 06/26/2024 05:09 PM

DONATION SPECIAL WARRANTY DEED

County Road 305 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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed CR 305 roadway improvements ("Project"); and,

WHEREAS the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **SCHWERTNER FARMS, INC., a Texas 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, 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, and Convey unto **WILLIAMSON COUNTY, TEXAS** all of that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain tract of land consisting of 3.298 acres, more or less, situated in the R. Lile Survey, Abstract No. 391, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**).

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 waive 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 and water 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 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 appurtenances, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises 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 Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 21 day of June, 2024.

[signature pages follow]

GRANTOR:

SCHWERTNER FARMS, INC.
a Texas corporation

By: Tim Schwertner

Name: [Signature]

Its: President

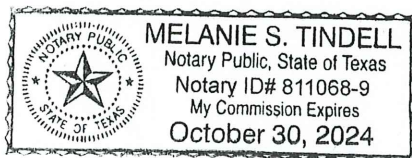
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on June 21, 2024
by Tim Schwertner, in the capacity and for the purposes and consideration
recited therein.



[Signature]
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Auditor
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel: 7
Highway: County Road No. 305

PROPERTY DESCRIPTION FOR PARCEL 7

BEING A 3.298 ACRE (143,664 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE R. LILE SURVEY, ABSTRACT NO. 391, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 568.38 ACRE TRACT OF LAND DESCRIBED IN A CASH WARRANTY DEED TO SCHWERTNER FARMS, INC., A TEXAS CORPORATION, RECORDED IN DOCUMENT NO. 2015010110 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.298 ACRE (143,664 SQUARE FEET) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,283,568.18, E: 3,156,740.97) for the Northwest corner of said 568.38 acre tract, being at the intersection of the existing Easterly right-of-way line of Interstate Highway No. 35 (a variable width right-of-way) with the existing Southeasterly right-of-way line of County Road No. 304E (a variable width right-of-way), also being 400.17 feet left of and at a right angle to proposed Engineer's Centerline Station 117+32.43, from which a 1/2-inch iron rebar found for an angle point in the North line of said 568.68 acre tract and said Southeasterly right-of-way line of County Road No. 304E, bears North 67°13'46" East a distance of 115.31 feet;

THENCE South 20°19'54" West along the West line of said 568.38 acre tract and said existing Easterly right-of-way line of Interstate Highway No. 35, a distance of 533.49 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,067.93, E: 3,156,555.61) of the herein described tract and being 137.80 feet left of and at a right angle to proposed Engineer's Centerline Station 108+04.30;

THENCE departing said existing Easterly right-of-way line of Interstate Highway No. 35, over and across said 568.38 acre tract, the following four (4) courses and distances:

1. **South 24°40'06" East** a distance of **123.22** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left;
2. Northeasterly along the arc of said curve to the left having a radius of **283.00** feet, an arc length of **424.08** feet, a delta angle of **85°51'30"**, and a chord which bears **North 63°18'17" East** a distance of **385.50** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency;
3. **North 20°22'32" East** a distance of **581.70** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right; and

4. Northeasterly along the arc of said curve to the right having a radius of **383.00** feet, an arc length of **78.66** feet, a delta angle of **11°46'02"**, and a chord which bears **North 26°15'33" East** a distance of **78.52** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the Northwest line of said 568.38 acre tract and said Southeast line of County Road No. 304E, from which a 1/2-inch iron rebar found for an angle point in said North line of the 568.38 acre tract and said existing Southeast line of County Road No. 304E, bears South 68°51'22" West a distance of 366.06 feet;

THENCE **North 68°51'22" East** along said Northwest line of the 568.38 acre tract and said existing Southeast line of County Road No. 304E, a distance of **393.49** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the Northeast corner of the herein described tract, from which a 1/2-inch iron rebar found for an angle point in said Northwest line of the 568.38 acre tract and said existing Southeast line of County Road No. 304E, bears North 68°51'22" East a distance of 1052.18 feet;

THENCE departing said existing Southeast line of County Road No. 304E, over and across said 568.38 acre tract, the following five (5) courses and distances:

1. **South 60°28'41" West** a distance of **164.93** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left;
2. Southwesterly along the arc of said curve to the left having a radius of **283.00** feet, an arc length of **240.82** feet, a delta angle of **48°45'25"**, and a chord which bears **South 44°45'15" West** a distance of **233.62** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency;
3. **South 20°22'32" West** a distance of **581.70** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right;
4. Southwesterly along the arc of said curve to the right having a radius of **383.00** feet, an arc length of **573.93** feet, a delta angle of **85°51'30"**, and a chord which bears **South 63°18'17" West** a distance of **521.72** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency; and
5. **South 65°25'08" West** a distance of **133.12** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the Southwest corner of the herein described tract and being in said West line of the 568.38 acre tract and said existing Easterly right-of-way line of Interstate Highway No. 35, from which a Texas Department of Transportation Type I Concrete Monument found in said West line of the 568.38 acre tract and said existing Easterly right-of-way line of Interstate Highway No. 35, bears South 20°19'54" West a distance of 97.68 feet;

THENCE **North 20°19'54" East** along said West line of the 568.38 acre tract and said existing Easterly right-of-way line of Interstate Highway No. 35, a distance of **280.86** feet to the **POINT OF BEGINNING** and containing 3.298 acres (143,664 Square Feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All coordinates and distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

This property description is accompanied by a separate plat of even date.

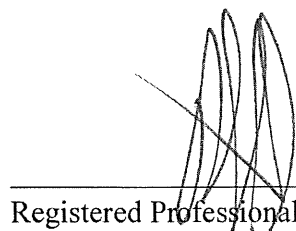
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 16 day of January, 2017, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION

MATCH LINE "A"

INTERSTATE HIGHWAY NO. 35
(R.O.W. VARIES)

(N68°38'24"E
115.22')

P.O.C.
STA. 117+32.43
O/S 400.17 LT
N=10,283,568.18
E= 3,156,740.97

(568.38 AC)
SCHWERTNER FARMS, INC.,
A TEXAS CORPORATION
2015010110

PARCEL 7
143,664 SF
3.298 AC

STA. 113+94.13
O/S 50.00 LT

N 20°22'32" E
581.70'

CR 305 (PROPOSED)

N 20°22'32" E
581.70'

S 20°22'32" W
581.70'

S 20°22'32" W
581.70'

PT 113+94.13

STA. 113+94.13
O/S 50.00 RT

RADIUS = 283.00'
ARC = 424.08'
CHORD BEARING = N 63°18'17" E
CHORD = 385.50'
DELTA = 85°51'30"

P.O.B.
STA. 108+04.30
O/S 137.80 LT
N=10,283,067.93
E= 3,156,555.61

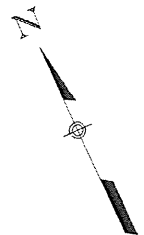
STA. 108+95.13
O/S 50.00 LT

S 24°40'06" E
123.22'

RADIUS = 383.00'
ARC = 573.93'
CHORD BEARING = S 63°18'17" W
CHORD = 521.72'
DELTA = 85°51'30"

(568.38 AC)
SCHWERTNER FARMS, INC.,
A TEXAS CORPORATION
2015010110

R.L.I.E. SURVEY
ABSTRACT No. 391



0 50 100
SCALE IN FEET

PAGE 1 OF 3

STEGE BIZZELL

1978 S. AUSTIN AVENUE
GEORGETOWN, TX 78626
512.930.9412
STEGEBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

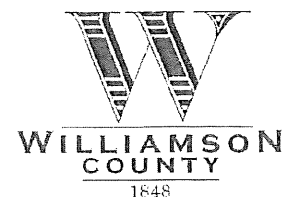
PARCEL PLAT SHOWING PROPERTY OF:
SCHWERTNER FARMS, INC., A TEXAS CORPORATION

SCALE:
1"=100'

PARCEL:
7

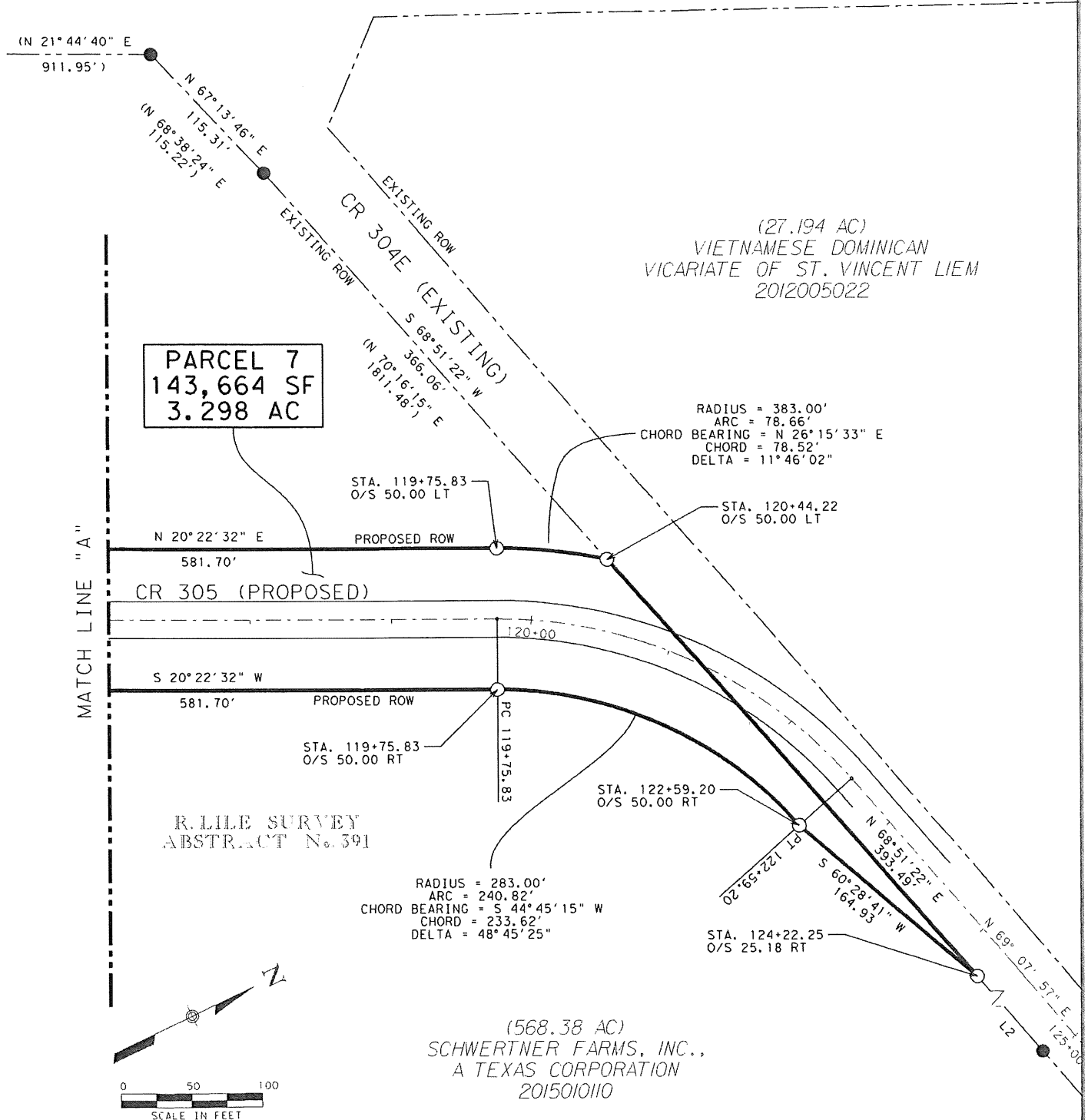
PROJECT:
CR 305

COUNTY:
WILLIAMSON



PLAT TO ACCOMPANY PARCEL DESCRIPTION

INTERSTATE HIGHWAY NO. 35
(R.O.W. VARIES)



PAGE 2 OF 3

STEGE BIZZELL

ADDRESS 1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626
 PHONE 512.930.9412 FAX 512.930.9412
 SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

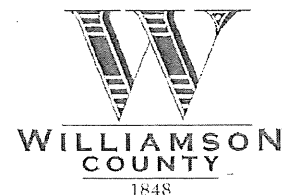
PARCEL PLAT SHOWING PROPERTY OF:
SCHWERTNER FARMS, INC., A TEXAS CORPORATION

SCALE:
1"=100'

PARCEL:
7

PROJECT:
CR 305

COUNTY:
WILLIAMSON



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND UNLESS NOTED
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 20°19'54" W	97.68'
L2	N 68°51'22" E	1,052.18'

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 4, 2016.

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS - NO. 5784



PAGE 3 OF 3

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
PHONE 512.930.9412 FAX 512.930.9412
WWW.STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

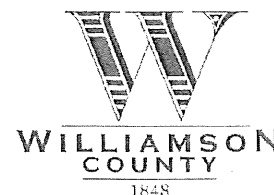
PARCEL PLAT SHOWING PROPERTY OF:
SCHWERTNER FARMS, INC., A TEXAS CORPORATION

SCALE:
1"=100'

PARCEL:
7

PROJECT:
CR 305

COUNTY:
WILLIAMSON



Commissioners Court - Regular Session

45.

Meeting Date: 07/02/2024

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: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:03 PM

Started On: 06/26/2024 05:11 PM

Commissioners Court - Regular Session**46.****Meeting Date:** 07/02/2024

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
- d) Project Lunch Lady

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: 06/27/2024

Reviewed By

Becky Pruitt

Date

06/27/2024 01:03 PM

Started On: 06/26/2024 05:11 PM

Commissioners Court - Regular Session**54.****Meeting Date:** 07/02/2024

Budget Amendment General Fund Revenue

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the General Fund.

Background

This amendment is to account for Insurance proceeds from excess carrier with regard to a lawsuit settlement.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$75,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Julie Kiley

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Julie Kiley

Date

06/13/2024 08:38 AM

06/27/2024 10:30 AM

Started On: 06/12/2024 09:13 AM

Commissioners Court - Regular Session**55.****Meeting Date:** 07/02/2024

Budget Amendment for General Fund Non-Departmental

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for Non-Departmental in the General Fund.

Background

This budget amendment is necessary to facilitate the payment of a lawsuit settlement.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004998	Contingencies	\$425,320.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Julie Kiley

Final Approval Date: 06/27/2024

Reviewed By

Becky Pruitt

Julie Kiley

Date

06/13/2024 08:39 AM

06/27/2024 10:30 AM

Started On: 06/12/2024 09:20 AM