# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# June 18, 2019
# 9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's 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.

3. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

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

4. Discuss, consider and take appropriate action on a line item transfer for Animal Services (Williamson County Regional Animal Shelter).

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0545-0545-004510 | Facility Maint. | 6000.00 |
| To | 0545-0545-003200 | Medical Supplies | 6000.00 |
| From | 0545.0545.003804 | Immunizations | 3750.00 |
| To | 0545.0545.004100 | Professional Services | 3750.00 |
| From | 0545.0545.004419 | Property Insurance | 880.00 |
| From | 0545.0545.004999 | Miscellaneous | 320.00 |
| To | 0545.0545.004621 | Copier Rental | 1200.00 |

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

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.004962 | Janitorial Contract Services | 6,000 |
| To | 0100.0509.003318 | Janitorial Supplies | 6,000 |

6. Discuss, consider and take appropriate action on a line item transfer for Emergency Management to cover professional services relating to quality improvement evaluation and improvements.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0541.004621 | Copier Rental | 1000.00 |
| To | 0100.0541.004100 | Professional Services | 1000.00 |

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

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From: | 0100.0587.005730 | Radio Equipment >$5,000 | $62,000 |
| To: | 0100.0587.003001 | Small Equipment & Tools | $16,900 |
| To: | 0100.0587.004232 | Conference/Training/Seminar | $6,000 |
| To: | 0100.0587.003010 | Computer Equipment | $14,100 |
| To: | 0100.0587.003523 | Parts | $25,000 |

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

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From: | 0507.0507.004543 | Repairs to Equipment | $20,000 |
| From: | 0507.0507.004545 | 800 Mhz. Tower Maintenance | $16,000 |
| To: | 0507.0507.004505 | Software Maintenance | $36,000 |

9. To discuss and take appropriate action on Line Item Transfer for County Clerk for Seasonal help during the unusually high volume season for recording.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0385-0385-004100 | Professional Services | 3229.50 |
| To | 0385-0385-001107 | Temp-Seasonal | 3000.00 |
| To | 0385-0385-002010 | FICA | 229.50 |

10. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0409-004998 | Non Dept/Contingencies | $5,651.63 |
| To | 0100-0426-001107 | CCL#3/Temp Labor | $5,250.00 |
| To | 0100-0426-002010 | CCL#3/FICA | $401.63 |

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

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0376.0376.004100 | Professional Services | $2000.00 |
| To | 0376.0376.004506 | Computer Pgrm/Maint | $2000.00 |

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including twenty-two (22) Dell desktops and five (5) Dell laptops, pursuant to Tx. Local Gov't Code 263.152.

13. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Ford F250 RCab, two (2) John Deere 5525 tractors, and one (1) Gradall XL3100 Telescopic Boom Excavator, pursuant to Tx. Local Gov't Code 263.152.

14. Discuss, consider and take appropriate action on approving property tax collections for the month of May 2019 for the Williamson County Tax Assessor/Collector.

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

16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, May 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

17. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

18. Consider, discuss and take appropriate action on a resolution on behalf of Provident Realty Advisors, Inc. to the Texas Department of Housing and Community Affairs confirming Williamson County's statement of "no objection" to the proposed Auro Crossing development, located at FM 1325 and SH 45 in Precinct 1.

19. Discuss, consider and take appropriate action on an Event Agreement between The Golf Club at Star Ranch and Williamson County relating to a meeting of Williamson County Elected Officials and Department Directors that is to be conducted on January 24, 2020.

20. Discuss, consider and take appropriate action on Professional Services Agreements for orthopedic and specialty surgical services between Mobile Veterinary Specialist, PLLC and Williamson County and Austin Area Mobile Veterinary Surgery, PLLC and Williamson County both relating to the Williamson County Regional Animal Shelter; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

21. Discuss, consider and take appropriate action on awarding RFP #1808-255 for Electronic Patient Cardiac Care Monitors to the highest scoring respondent, Physio Control, Inc.

22. Discuss, consider and take appropriate action on awarding IFB #1903-305 Medical Supplies for Williamson County Jail to the best responsive bidder, Zhou Medical Solutions.

23. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Alpha Paving Industries LLC to provide installation of a concrete slab at the Sheriff's Office Shooting Range in the amount of $24,875.00 and authorizing execution of the agreement.

24. Discuss, consider and take appropriate action on authorizing the extension of Aggregate Contract 1704-154 with Vulcan Construction Materials, for the same terms and conditions as the existing contract, with the exception of price increase request from $47.14/ton to $48.89/ton due to increase in asphalt materials, production and transportation costs, subject to Commissioners Court approval.

25. Discuss, consider and take appropriate action on awarding IFB #1904-312 Bluebonnet Drive Reconstruction in Chandler Creek Subdivision to the lowest responsive bidder, Chasco Constructors, Ltd., LLP and authorizing execution of the agreement.

26. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Jarrell for resurfacing of Ronald Reagan Blvd.

27. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Jarrell for reconstruction of Quarry Rim Drive.

28. Discuss, consider and take appropriate action on a Real Estate Contract with Hooten Farm, Inc. a Texas Corporation for right of way needed on the CR 101 project (Parcel 10). Funding- Road Bonds P214

29. Discuss, consider and take appropriate action on a letter agreement with Jim and Monti Boles for right of way needed on the Hairy Man Rd. project (Parcel S2/S3). Funding- Road Bonds P211

## REGULAR AGENDA

30. Discuss, consider and take appropriate action on recognizing Eagle Scout projects by James Pospisil and Ryan Raglin, Troop 155, benefiting Berry Springs Park and Preserve and Ryan Wall, Troop 155, and Cooper Douglas, Troop 157, benefiting the Williamson County Regional Animal Shelter.

31. Discuss, consider and take appropriate action on presentation of a Williamson County EMS Lifesaving Award to Leo Ramirez with Facilities Maintenance for life saving actions on May 29, 2019.

32. Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.

33. Receive and discuss a letter from David Hays, Chairperson of the 2019 Citizens Bond Committee, relating to the 2019 Citizens Bond Committee's recommendation to the Williamson County Commissioners Court to call bond elections in November 2019 to fund road, drainage, parks and trails related projects.

34. Discuss and consider presentation from the Public Information Office on their receiving a TAMI Award of Excellence at the Texas Association of Municipal Information Officers conference in Denton for the category Video - PSA Educational.

35. Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.

36. Discuss, consider and take appropriate action on setting a time, date and place to conduct a workshop to discuss Williamson County owned facilities and real property to include, but not be limited to discussions relating to existing uses, potential future uses, address corrections, and costs associated with such facilities and real property.

37. To discuss, consider and take appropriate action on policy surrounding the display of flags on county property.

38. Receive updates on the Department of Infrastructure projects and issues.

39. Receive and acknowledge the June 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

40. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 5.326 acres required for the construction of N. Mays, and take appropriate action. (Parcel 6- WC Round Rock Land Partners, LP, a Texas limited partnership). Funding Source: Road Bonds P211

41. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 5.235 acres and 0.044 acre required for the construction of N. Mays, and take appropriate action. (Parcel 5 Parts 1 & 2- WC Round Rock Land Partners, LP, a Texas limited partnership). Funding Source: Road Bonds P211

42. Discuss, consider and take appropriate action on an Order Regarding Annexation by City of Round Rock, Texas of Portions of CR 110 and CR 107.

43. Discuss, consider and take action on the Justice of the Peace Precinct 4 office closure on July 3rd and 5th, 2019.

**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)."***

44. 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 proposed or potential purchase or lease of property owned by third parties
a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 101
d) Discuss the acquisition of real property: CR 200
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for Southeast Corridor.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of property near the County landfill.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
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 sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
i) Discuss the annexation on CR 110 and CR 107 by the City of Round Rock
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

45. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion

46. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) 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.
e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
i) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
l) Potential opioid litigation
m) Valerie Adams - EEOC Charge No. 450-2018-03807
n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
p) BANGL Pipeline Project
q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
r) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
s) Claim of Dan A. Gattis for reimbursement of attorneys fees.
t) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
u) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
v) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Hallford; In the United States District Court Western District of Texas.

47. 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).

REGULAR AGENDA (continued)

48. Discuss and take appropriate action concerning economic development.

49. Discuss and take appropriate action concerning real estate.

50. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) 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.
e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
i) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
l) Potential opioid litigation
m) Valerie Adams - EEOC Charge No. 450-2018-03807
n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
p) BANGL Pipeline Project
q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
r) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
s) Claim of Dan A. Gattis for reimbursement of attorneys fees.
t) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
u) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
v) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Hallford; In the United States District Court Western District of Texas.

51. 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.

52. Comments from Commissioners.

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 14th day of June, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session 4.

Meeting Date: 06/18/2019

Line Item transfers

Submitted For: Cheryl Schneider Submitted By: Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Animal Services (Williamson County Regional Animal Shelter).

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0545-0545-004510 | Facility Maint. | 6000.00 |
| To | 0545-0545-003200 | Medical Supplies | 6000.00 |
| From | 0545.0545.003804 | Immunizations | 3750.00 |
| To | 0545.0545.004100 | Professional Services | 3750.00 |
| From | 0545.0545.004419 | Property Insurance | 880.00 |
| From | 0545.0545.004999 | Miscellaneous | 320.00 |
| To | 0545.0545.004621 | Copier Rental | 1200.00 |

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/07/2019 01:30 PM |
| Form Started By: Cheryl Schneider | | Started On: 06/07/2019 01:12 PM |
| Final Approval Date: 06/07/2019 | | |

Commissioners Court - Regular Session 5.

Meeting Date: 06/18/2019

Line Item Transfer

Submitted For: Dale Butler Submitted By: Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

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 Janitorial Supplies.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.004962 | Janitorial Contract Services | 6,000 |
| To | 0100.0509.003318 | Janitorial Supplies | 6,000 |

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/11/2019 09:09 AM |
| Budget Office | Ashlie Koenig | 06/13/2019 12:44 PM |

Form Started By: Gina Wrehsnig Started On: 06/11/2019 09:03 AM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 6.

Meeting Date: 06/18/2019

Line item transfer for Emergency Management

Submitted For: Jarred Thomas Submitted By: Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Emergency Management to cover professional services relating to quality improvement evaluation and improvements.

Background

To cover expenses relating to first level quality improvement process review by the Texas Quality Foundation.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0541.004621 | Copier Rental | 1000.00 |
| To | 0100.0541.004100 | Professional Services | 1000.00 |

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/12/2019 02:07 PM |
| Budget Office | Ashlie Koenig | 06/13/2019 12:45 PM |

Form Started By: Jarred Thomas Started On: 06/12/2019 11:47 AM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 7.

Meeting Date: 06/18/2019

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

Submitted For: Thomas Piche Submitted By: Kelly Luna, Emergency Services Dept.

Department: Wireless Communications Department

Agenda Category: Consent

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Information

Agenda Item

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

Background

After verifying Wireless Communications assets, in addition to analyzing the FY19 budget, there are equipment and/or supplies that need to be purchased to bring the Wireless Communications department up to par. In addition, by utilizing the existing budget in an efficient manner, Wireless can facilitate purchases in FY19 to reduce the requests in the FY20 budget for Tough Pad replacements, required training, repair kits, etc.
This has been vetted through ITS and the Budget Office to ensure that we are in compliance with policies.

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Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From: | 0100.0587.005730 | Radio Equipment >$5,000 | $62,000 |
| To: | 0100.0587.003001 | Small Equipment & Tools | $16,900 |
| To: | 0100.0587.004232 | Conference/Training/Seminar | $6,000 |
| To: | 0100.0587.003010 | Computer Equipment | $14,100 |
| To: | 0100.0587.003523 | Parts | $25,000 |

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Attachments

*No file(s) attached.*

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:01 PM |

Form Started By: Kelly Luna Started On: 06/13/2019 08:55 AM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 8.

Meeting Date: 06/18/2019

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

Submitted By: Kelly Luna, Emergency Services Dept.

Department: WC Radio Communication System (RCS)

Agenda Category: Consent

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Information

Agenda Item

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

Background

After analyzing the FY19 budget it has been determined to utilize the existing budget in a more efficient manner to facilitate the upgrade of Comm Shop software, which is now end-of-life. This software is used for tracking and managing assets/asset information for the entire system.
This has been vetted through ITS and the Budget Office to ensure that we are in compliance with policies.
Additionally, this was approved at the 4/15/2019 RCS Advisory Board Budget Workshop.

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Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From: | 0507.0507.004543 | Repairs to Equipment | $20,000 |
| From: | 0507.0507.004545 | 800 Mhz. Tower Maintenance | $16,000 |
| To: | 0507.0507.004505 | Software Maintenance | $36,000 |

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Attachments

*No file(s) attached.*

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |
| Form Started By: Kelly Luna | | Started On: 06/13/2019 09:49 AM |
| Final Approval Date: 06/13/2019 | | |

Commissioners Court - Regular Session 9.

Meeting Date: 06/18/2019

Line Item Transfer for County Clerk

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

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on Line Item Transfer for County Clerk for Seasonal help during the unusually high volume season for recording.

Background

This will enable us to maintain our 3 day turn around during the summer when the volume is highest of the year and people are taking time off for vacation as well. This has been cleared through Ashlie already.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0385-0385-004100 | Professional Services | 3229.50 |
| To | 0385-0385-001107 | Temp-Seasonal | 3000.00 |
| To | 0385-0385-002010 | FICA | 229.50 |

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |
| Budget Office | Ashlie Koenig | 06/13/2019 12:45 PM |

Form Started By: Nancy Rister Started On: 06/13/2019 11:02 AM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 10.

Meeting Date: 06/18/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Background

The Court Administrator is retiring and has approximately five weeks of vacation time to be paid out, preventing a new hire from starting until that point in time. Funding is being requested to bring in a temp during this time.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0409-004998 | Non Dept/Contingencies | $5,651.63 |
| To | 0100-0426-001107 | CCL#3/Temp Labor | $5,250.00 |
| To | 0100-0426-002010 | CCL#3/FICA | $401.63 |

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Ashlie Koenig Started On: 06/13/2019 11:34 AM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 11.

Meeting Date: 06/18/2019

Line Item Transfer for Elections Department

Submitted For: Chris Davis Submitted By: Jenifer Favreau, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover shortfall in computer programming and maintenance due to new contract with Drake Communications, Inc.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0376.0376.004100 | Professional Services | $2000.00 |
| To | 0376.0376.004506 | Computer Pgrm/Maint | $2000.00 |

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/12/2019 02:09 PM |
| Budget Office | Ashlie Koenig | 06/13/2019 12:45 PM |

Form Started By: Jenifer Favreau Started On: 06/12/2019 12:14 PM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 12.

Meeting Date: 06/18/2019

Asset items for auction

Submitted For: Randy Barker Submitted By: Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including twenty-two (22) Dell desktops and five (5) Dell laptops, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

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

Attachments

Asset Auction 6.18.19

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 06/13/2019 09:16 AM |
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Randy Barker Started On: 06/12/2019 02:29 PM

Final Approval Date: 06/13/2019

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)**

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) A# | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| [redacted] | | | | |
| 1 | Dell Latitude E6540 114251 | G43YM12 | | Working |
| 1 | Dell Latitude E6530 77200 | 1J4DTY1 | | Working |
| 1 | Dell Latitude E6530 77166 | 165DTY1 | | Working |
| 1 | Dell Optiplex 3020 114263 | 3NZVN22 | | Working |

**Parties involved:**

**FROM** (Transferor Department): County Attorney

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Stephanie Lloyd
Print Name

Stephanie Lloyd
Signature

June 7, 2019
Date

**Contact Person:**

Stephanie Lloyd
Print Name

943-1116
Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

RECEIVED
JUN 11 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

# Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)**

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) A# | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Dell Optiplex 3020 114261 | 3NZXN22 | | Working |
| 1 | Dell Optiplex 3020 114259 | 3NYZN22 | | Working |
| 1 | Dell Optiplex 3020 114262 | 3NZWN22 | | Working |
| 1 | Dell Optiplex 3020 114260 | 3NZTN22 | | Working |
| 1 | Dell Precision T1700 114255 | 8YHZN22 | | Working |

**Parties involved:**

**FROM** (Transferor Department): County Attorney

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Stephanie Lloyd
Print Name

Stephanie Lloyd June 7, 2019
Signature Date

**Contact Person:**

Stephanie Lloyd
Print Name

943-1116
Phone Number

RECEIVED
JUN 11 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

**Contact Person:**

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

# Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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- ○ TRANSFER bet ween county departments
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- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) A++ | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| [redacted] | | | | |
| 1 | Dell Optiplex 790 65121 | 5KVGXV1 | C03347 | Working |
| [redacted] | | | | |

**Parties involved:**

**FROM** (Transferor Department): County Attorney

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Stephanie Lloyd
Print Name

Stephanie Lloyd
Signature

June 7, 2019
Date

**Contact Person:**

Stephanie Lloyd
Print Name

943-1116
Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

RECEIVED
JUN 11 2019
AUDITORS OFFICE
WILLIAMSON COUNTY, TEXAS

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

# Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Frm AudAsCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)**

- ○ TRANSFER bet ween county departments
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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| | see attached list | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Elections - Department 492

**Transferor - Elected Official/Department Head/ Authorized Staff:**

CHRIS DAVIS
Print Name

Signature

6/10/19
Date

**Contact Person:**

Julie Seippel
Print Name

(512) 943-1631
Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): AUCTION

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

RECEIVED
JUN 11 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

# Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

| Wilco # | Service Tag/SN | Item | Dept | A# |
|---|---|---|---|---|
| 5170 | 9DV3X12 ✓ | Dell Optiplex 7010 | Elections | 88195 |
| | 9DV4X12 ✓ | Dell Optiplex 7010 | Elections | 88196 |
| | 8M2FFZ1 ✓ | Dell Optiplex 7010 | Elections | 77298 |
| | 2SCQ9Z1 ✓ | Dell Optiplex 7010 | Elections | 77122 |
| | 9DTDX12 ✓ | Dell Optiplex 7010 | Elections | 88194 |
| | JKNNX12 ✓ | Dell Optiplex 7010 | Elections | 92226 |
| | 9DV5X12 ✓ | Dell Optiplex 7010 | Elections | 88197 |
| 3509 | DL1WKK1 ✓ | Dell Latitude E5400 | Elections | 52246 |
| | GTWPBZ1 | Dell Optiplex 7010 | | 76176 |
| | | | | AS GTWPBZ1 |

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JUN 11 2019

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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- ○ TRANSFER bet ween county departments
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- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) A## | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Dell Optiplex 115242 | 9X0GR22 | | Working |
| 1 | Dell Optiplex 81200 | SNSKJ02 AS SNSKJØ2 | | Working |
| 1 | Dell Optiplex 119389 | 369KB42 | | Working |
| 1 | Dell Optiplex 112243 | 67NDN22 | | Working |
| 1 | Dell Optiplex 81199 | SNSLJ02 AS SNSLJØ2 | | Working |

**Parties involved:**

**FROM** (Transferor Department): JP2

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Judge Edna Staudt
Print Name

E Staudt 6/10/19
Signature Date

**Contact Person:**

Sheri Friedman
Print Name

5122604253
Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): AUCTION

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

**Contact Person:**

Print Name

Phone Number

RECEIVED
JUN 12 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

# Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)**

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) A# | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Dell Optiplex 59102 | 6CTHOR1 AS 6CTHØR1 | | Working |
| 1 | Dell Optiplex 112240 | 67MFN22 | | Working |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): JP2

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Judge Edna Staudt
Print Name

E Staudt 6/10/19
Signature Date

**Contact Person:**

Sheri Friedman
Print Name

5122604253
Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

RECEIVED
JUN 12 2019
AUDITORS OFFICE
WILLIAMSON COUNTY, TEXAS

**Contact Person:**

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

# Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)**

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) A# | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | OptiPlex 7040 computer 187653 | Service Tag: 4BBTKH2 | N/A | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Veteran Services

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Sherry Golden
Print Name

Sherry Golden 04/10/2019
Signature Date

**Contact Person:**

Julie Muckerson
Print Name

+1 (512) 943-1900
Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Andrea Schiele
Print Name

Andrea Schiele 6/11/19
Signature Date

RECEIVED
JUN 11 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**Contact Person:**

Print Name

Phone Number

*FOR APPROVAL ONLY, NOT FOR TRANSFER*

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

## Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session 13.

Meeting Date: 06/18/2019

Vehicle/Equipment Asset for Auction

Submitted For: Randy Barker Submitted By: Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Ford F250 RCab, two (2) John Deere 5525 tractors, and one (1) Gradall XL3100 Telescopic Boom Excavator, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

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

Attachments

Vehicle/Equipment Assets for Auction 6.18.19

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 06/13/2019 09:19 AM |
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Randy Barker Started On: 06/12/2019 05:08 PM

Final Approval Date: 06/13/2019

# Vehicle Status Change

| | |
|---|---|
| Reason for Status Change | HIGH MILEAGE |
| Department | 509 - Building Maintenance |
| County VIN/Serial Number | 1FTNF20558EC99429 |
| Equipment/Door Number | BB0876 |
| License Plate | 119 5766 |
| Year | 2008 |
| Make | Ford |
| Model | F250 RCAB |
| Comments (mileage, mechanical issues, other info) | Mechanical issues along with high mileage |
| Elected Official/Department Head/Authorized Staff Digital Signature | ✔ Jeffrey Hancock 5/8/2019 4:28 PM |
| **Department Transfer** | |
| Receiving Department Signature | ✘ |
| Budget Office Signature Acknowledgement | ✘ |
| **To be completed by Fleet Services Manager** | |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Fleet Comments | 120,151 miles |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 5/16/2019 2:48 PM |
| **To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations** | |
| Authorizing HR Employee Digital Signature | ✔ Heather Kirkwood 5/29/2019 4:01 PM |
| **To be completed by Auditor's Office**<br>**Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.** | |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Auditor's Authorized Employee Digital Signature | ✔ Hillary McCoy 6/6/2019 8:21 AM |
| **To be completed by Purchasing Department** | |
| Purchasing Department Signature Acknowledgement | ✔ Randy Barker 6/13/2019 8:42 AM |

# Vehicle Status Change

| | |
|---|---|
| Reason for Status Change | REACHED OPERATIONAL LIFE EXPECTANCY |
| Department | 210 - Unified Road Systems |
| County VIN/Serial Number | LV5525P153364 |
| Equipment/Door Number | UJ0506 |
| License Plate | N/A |
| Year | 2005 |
| Make | John Deere |
| Model | 5525 Tractor |
| Elected Official/Department Head/Authorized Staff Digital Signature | ✔ Jeff Ivey 5/2/2019 2:35 PM |
| **Department Transfer** | |
| Receiving Department Signature | ✘ |
| Budget Office Signature Acknowledgement | ✘ |
| **To be completed by Fleet Services Manager** | |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 5/7/2019 8:34 AM |
| **To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations** | |
| Authorizing HR Employee Digital Signature | ✔ Heather Kirkwood 5/22/2019 3:34 PM |
| **To be completed by Auditor's Office**<br>**Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.** | |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Auditor's Authorized Employee Digital Signature | ✔ Hillary McCoy 6/11/2019 11:17 AM |
| **To be completed by Purchasing Department** | |
| Purchasing Department Signature Acknowledgement | ✔ Randy Barker 6/13/2019 8:33 AM |

# Vehicle Status Change

| | |
|---|---|
| Reason for Status Change | REACHED OPERATIONAL LIFE EXPECTANCY |
| Department | 210 - Unified Road Systems |
| County VIN/Serial Number | LV5525P153365 |
| Equipment/Door Number | UJ0507 |
| License Plate | N/A |
| Year | 2005 |
| Make | JOHN DEERE |
| Model | 5525 TRACTOR |
| Elected Official/Department Head/Authorized Staff Digital Signature | ✔ Jeff Ivey 4/30/2019 5:20 PM |
| **Department Transfer** | |
| Receiving Department Signature | ✘ |
| Budget Office Signature Acknowledgement | ✘ |
| **To be completed by Fleet Services Manager** | |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 5/7/2019 8:13 AM |
| **To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations** | |
| Authorizing HR Employee Digital Signature | ✔ Heather Kirkwood 5/22/2019 3:37 PM |
| **To be completed by Auditor's Office**<br>**Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.** | |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Auditor's Authorized Employee Digital Signature | ✔ Hillary McCoy 6/11/2019 11:19 AM |
| **To be completed by Purchasing Department** | |
| Purchasing Department Signature Acknowledgement | ✔ Randy Barker 6/13/2019 8:38 AM |

# Vehicle Status Change

| | |
|---|---|
| Reason for Status Change | REACHED OPERATIONAL LIFE EXPECTANCY |
| Department | 210 - Unified Road Systems |
| County VIN/Serial Number | 3140182 |
| Equipment/Door Number | UGD0510 |
| License Plate | 9079263 |
| Year | 2004 |
| Make | GRADALL |
| Model | XL3100 TELESCOPIC BOOM EXCAVATOR |
| Elected Official/Department Head/Authorized Staff Digital Signature | ✔ Jeff Ivey 4/30/2019 5:21 PM |
| **Department Transfer** | |
| Receiving Department Signature | ✘ |
| Budget Office Signature Acknowledgement | ✘ |
| **To be completed by Fleet Services Manager** | |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 5/7/2019 7:33 AM |
| **To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations** | |
| Authorizing HR Employee Digital Signature | ✔ Heather Kirkwood 5/29/2019 10:36 AM |
| **To be completed by Auditor's Office**<br>**Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.** | |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Auditor's Authorized Employee Digital Signature | ✔ Hillary McCoy 6/11/2019 11:17 AM |
| **To be completed by Purchasing Department** | |
| Purchasing Department Signature Acknowledgement | ✔ Randy Barker 6/12/2019 5:05 PM |

Commissioners Court - Regular Session 14.

Meeting Date: 06/18/2019

Property Tax Collections – May 2019

Submitted For: Larry Gaddes Submitted By: Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

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Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of May 2019 for the Williamson County Tax Assessor/Collector.

Background

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Fiscal Impact

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

Attachments

050119-053119 GWI-RFM

050119-053119 GWI-RFM Graph

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/11/2019 02:28 PM |
| Form Started By: Renee Clark | | Started On: 06/11/2019 09:38 AM |
| Final Approval Date: 06/11/2019 | | |

# YEAR TO DATE - COLLECTION REPORT
## Williamson County - GWI/RFM Property Taxes
## May 31, 2019

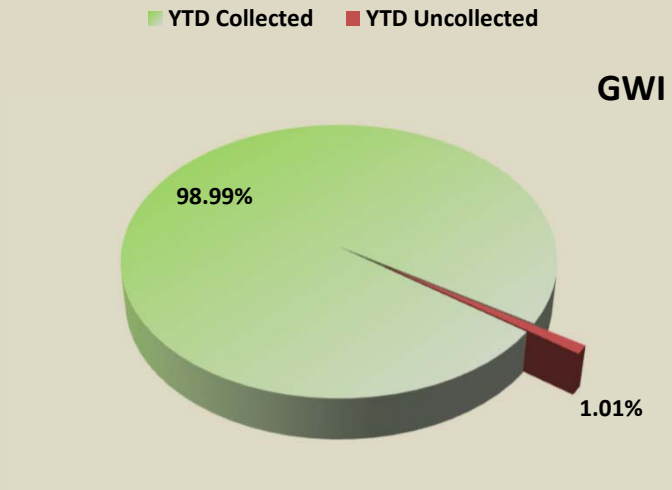
| Williamson County General Fund | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | $263,787,849.87 | $1,704,698.27 | $265,492,548.14 | $1,470,925.35 | $69,388.05 | $224.70 | $2,692,349.98 | $262,800,198.16 | 98.99% | 99.14% | 99.78% |
| 2017 & Prior | $2,225,417.94 | ($177,760.79) | $2,047,657.15 | $42,549.04 | $21,941.15 | $30,476.55 | $1,587,867.37 | $459,789.78 | 22.45% | 30.27% | |
| Rollbacks | $728,423.87 | $597,620.18 | $1,326,044.05 | $136,548.44 | $0.00 | ($0.08) | $226,494.04 | $1,099,550.01 | 82.92% | 83.17% | |
| Total All | $266,741,691.68 | $2,124,557.66 | $268,866,249.34 | $1,650,022.83 | $91,329.20 | $30,701.17 | $4,506,711.39 | $264,359,537.95 | 98.32% | 98.53% | |

| Williamson County RFM | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | $24,985,918.49 | $168,373.17 | $25,154,291.66 | $135,514.34 | $6,598.48 | $21.44 | $250,268.11 | $24,904,023.55 | 99.01% | 99.16% | 99.78% |
| 2017 & Prior | $192,611.74 | ($14,816.15) | $177,795.59 | $3,650.97 | $1,874.27 | $2,381.81 | $134,394.18 | $43,401.41 | 24.41% | 32.63% | |
| Rollbacks | $66,026.36 | $54,236.30 | $120,262.66 | $12,449.34 | $0.00 | ($0.01) | $20,544.36 | $99,718.30 | 82.92% | 83.17% | |
| Total All | $25,244,556.59 | $207,793.32 | $25,452,349.91 | $151,614.65 | $8,472.75 | $2,403.24 | $405,206.65 | $25,047,143.26 | 98.41% | 98.62% | |

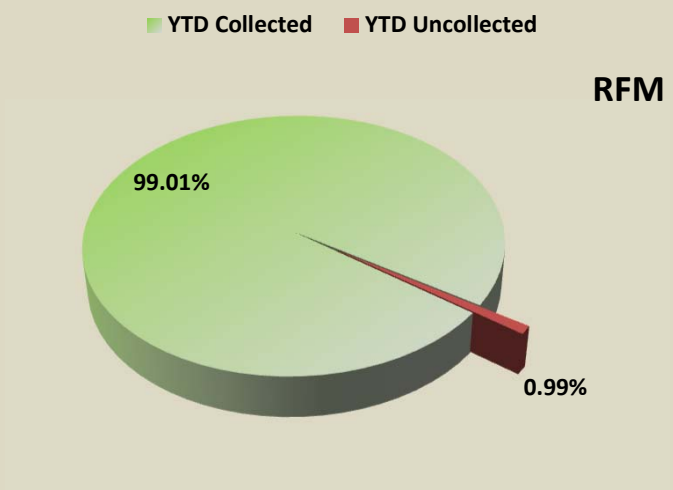
2018 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Oct-18 | $291,986,248.27 | $55,422.48 | $292,041,670.75 | $6,698,736.54 | $24,058.16 | $414.39 | $285,342,519.82 | $6,699,150.93 |
| Nov-18 | $292,041,670.75 | $2,035,779.11 | $294,077,449.86 | $14,472,004.24 | $14,623.51 | $1,863.91 | $272,904,430.78 | $21,173,019.08 |
| Dec-18 | $294,077,449.86 | $76,514.79 | $294,153,964.65 | $158,358,138.96 | $60,078.22 | $727.80 | $114,622,078.81 | $179,531,885.84 |
| Jan-19 | $294,153,964.65 | ($57,508.46) | $294,096,456.19 | $101,169,093.22 | $22,671.14 | $1,695.46 | $13,393,781.67 | $280,702,674.52 |
| Feb-19 | $294,096,456.19 | $0.00 | $294,096,456.19 | $3,821,135.46 | $187,029.58 | ($69,405.40) | $9,642,051.61 | $284,454,404.58 |
| Mar-19 | $294,096,456.19 | $84,953.76 | $294,181,409.95 | $2,297,237.96 | $115,427.68 | $1.54 | $7,429,765.87 | $286,751,644.08 |
| Apr-19 | $294,181,409.95 | $127,325.42 | $294,308,735.37 | $818,370.83 | $90,598.10 | $1,924.41 | $6,736,796.05 | $287,571,939.32 |
| May-19 | $294,308,735.37 | $9,863.88 | $294,318,599.25 | $1,801,637.48 | $99,801.95 | $33,104.41 | $4,911,918.04 | $289,406,681.21 |

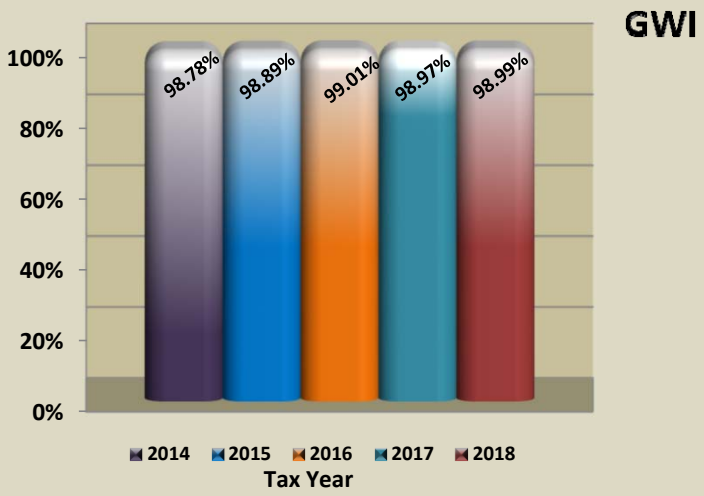
## Year to Date Collection Report
## May 31, 2019



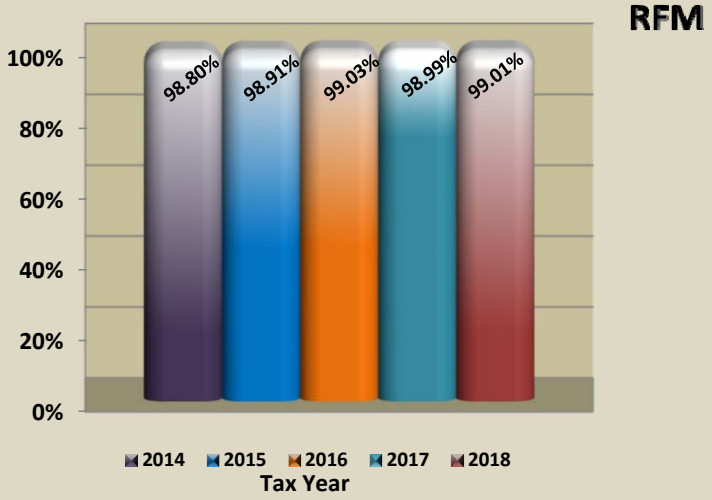

## Year to Date Collection Report
## May 31, 2019




## Percent of Roll Collected Comparison
## May 31, 2019




## Percent of Roll Collected Comparison
## May 31, 2019



Commissioners Court - Regular Session 15.

Meeting Date: 06/18/2019

Compensation Items

Submitted By: Sharon Graham, Human Resources

Department: Human Resources

Agenda Category: Consent

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Information

Agenda Item

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

Background

See attached documentation for details.

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Fiscal Impact

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

Attachments

Merit Report

Merit LIT

Merit Budget

Position Changes

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Sharon Graham Started On: 06/13/2019 09:16 AM

Final Approval Date: 06/13/2019

| Department | Position | Emp Num | Current Annual Salary | Annual Merit Amt | Merit % | New Annual Salary | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|
| Wireless Communication | Wireless Program Spec.0905.001100. | 12337 | $62,331.36 | $1,869.94 | 3.00 | $64,201.30 | MERIT | 28-Jun-19 |
| Juvenile Services | LVN Juvenile.1169.001100. | 14934 | $41,218.07 | $2,060.91 | 5.00 | $43,278.98 | MERIT | 21-Jun-19 |

| | | | | (TO) | (FROM) |
|---|---|---|---|---|---|
| entity | fund | dept | object | dr | cr |
| 01 | 0100 | 0587 | 001100 | 1,869.94 | |
| 01 | 0100 | 0587 | 002010 | 143.05 | |
| 01 | 0100 | 0587 | 002020 | 262.35 | |
| 01 | 0100 | 8004 | 001130 | | 1,869.94 |
| 01 | 0100 | 8004 | 002010 | | 143.05 |
| 01 | 0100 | 8004 | 002020 | | 262.35 |
| ~~01~~ | ~~0100~~ | ~~0214~~ | ~~001100~~ | ~~2914.60~~ | |
| ~~01~~ | ~~0100~~ | ~~0214~~ | ~~001130~~ | | ~~2914.60~~ |
| 01 | 0100 | 0576 | 001100 | 2060.91 | |
| 01 | 0100 | 0576 | 001130 | | 2060.91 |

| Organization | Position | Current Annual Sal | Annual Merit Amt | Requested/ New Annual Sal | PCN | Budget Amt | Merit | Adjust Budget Amt. |
|---|---|---|---|---|---|---|---|---|
| Wireless Communication | Wireless Program Spec.0905.001100. | 62331.36 | $ 1,869.94 | 64201.3008 | 905 | $ 62,331.36 | $ 1,869.94 | $ 64,201.30 |
| | | | $ 1,869.94 | | | | | |
| Juvenile Services | LVN Juvenile.1169.001100. | 41218.0704 | $ 2,060.91 | 43278.976 | 1169 | $ 48,593.80 | $ 2,060.91 | $ 50,654.71 |
| | | | $ 2,060.91 | | | | | |

| Department | 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 911 Communications | 0153 | 14953 | $35,841.79 | $37,651.16 | $ 39,554.05 | No Change | N/A | N/A | Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Career Ladder Progression | 6/28/2019 |

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session 16.

Meeting Date: 06/18/2019

Justice of the Peace 3 May 2019 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, May 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

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

Attachments

CCP 103 - May 2019

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/07/2019 01:28 PM |

Form Started By: Mary Alcala Started On: 06/07/2019 12:35 PM

Final Approval Date: 06/07/2019

**IN COMPLIANCE WITH ARTICLE 103**
**CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of May 2019.**

EVelyn McLean

**EVELYN McLEAN**
**JUSTICE OF THE PEACE**
**PRECINCT THREE**

**On this** 7 **day of** June **2019, to certify which witness my hand and seal of office.**

Laurie Ann Field

**NOTARY PUBLIC**
**in and for the State of Texas**

LAURIE ANN FIELD
Notary Public, State of Texas
My Commission Expires
October 19, 2019

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Civil**
Locations: **JP3**

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

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-341121 - E-Filing Transaction Fee ($2) | L-004-3-01-0100-0000-341121: 01-0100-0000-341121 - E-Filing Transaction Fee ($2) | 732.00 |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 4,990.50 |
| 01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3 | 9,810.00 |
| 01-0399-0000-208354 - Judicial/Court Train Fee Due to State | L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State | 950.00 |
| | **0100 - General Fund Total:** | **16,482.50** |
| **0399 - State Agency Fund** | | |
| 01-0399-0000-208022 - Justice Courts Civil Electronic Filing | L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee | 1,900.00 |
| 01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN | L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent | 1,140.00 |
| | **0399 - State Agency Fund Total:** | **3,040.00** |
| | **Fee Totals for All Funds:** | **19,522.50** |

# Payment Report - Fee Code Summary



Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Civil**
Locations: **JP3**

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

| Fee Code Summary | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| AB | Abstract | 20.00 | 2 | 0.00 | 0 | 0.00 | 0 | 20.00 | 2 |
| CCFF | Counter/Cross Claim Filing Fee | 75.00 | 3 | 0.00 | 0 | 0.00 | 0 | 75.00 | 3 |
| CCOP | Civil Copies | 35.00 | 19 | 0.00 | 0 | 0.00 | 0 | 35.00 | 19 |
| CERT | Certified Copy | 36.50 | 8 | 0.00 | 0 | 0.00 | 0 | 36.50 | 8 |
| CONT3 | Constable Service Fee Pct #3 | 7,560.00 | 82 | 0.00 | 0 | 0.00 | 0 | 7,560.00 | 82 |
| EFCR | E-Filing Cost Recovery Fee ($2) | 732.00 | 366 | 0.00 | 0 | 0.00 | 0 | 732.00 | 366 |
| EFF | Electronic Filing Fee | 1,900.00 | 190 | 0.00 | 0 | 0.00 | 0 | 1,900.00 | 190 |
| ISF | Indigent Legal Services Fee | 1,140.00 | 190 | 0.00 | 0 | 0.00 | 0 | 1,140.00 | 190 |
| JCF | Civil Filing Fee | 4,425.00 | 177 | 0.00 | 0 | 0.00 | 0 | 4,425.00 | 177 |
| JCTF | Judicial/Court Training Fee Due to State | 950.00 | 190 | 0.00 | 0 | 0.00 | 0 | 950.00 | 190 |
| JURY | Jury Fee | 44.00 | 2 | 0.00 | 0 | 0.00 | 0 | 44.00 | 2 |
| SCFF | Small Claims Filing Fee | 250.00 | 10 | 0.00 | 0 | 0.00 | 0 | 250.00 | 10 |
| WEXEC | Writ of Execution | 20.00 | 4 | 0.00 | 0 | 0.00 | 0 | 20.00 | 4 |
| WGAR | Writ of Garnishment | 25.00 | 5 | 0.00 | 0 | 0.00 | 0 | 25.00 | 5 |
| WPOSS | Writ of Possession | 60.00 | 12 | 0.00 | 0 | 0.00 | 0 | 60.00 | 12 |
| WSF3 | JP3 - Writ Service Fee | 2,250.00 | 15 | 0.00 | 0 | 0.00 | 0 | 2,250.00 | 15 |

# Payment Report - Fee Code Summary



Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Civil**
Locations: **JP3**

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

| Fee Code Summary Totals | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|
| | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | 19,522.50 | 1,275 | 0.00 | 0 | 0.00 | 0 | 19,522.50 | 1,275 |

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-207013 - Due to City of Jarrell | L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell | 32.77 |
| 01-0100-0000-207017 - Collections Agency Fee | L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee | 9,341.96 |
| 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | 578.59 |
| 01-0100-0000-209700 - JP COURTS-REFUNDS | L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS | 371.00 |
| 01-0100-0000-341200 - Sheriff Fees (WILCO) | L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO) | 1,774.71 |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 6,373.41 |
| 01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1 | L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1 | 369.19 |
| 01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2 | L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2 | 10.73 |
| 01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3 | 2,510.27 |
| 01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4 | L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4 | 5.00 |
| 01-0100-0000-351303 - FINES, JP PCT-3 | L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3 | 88,414.56 |
| 01-0100-0000-370500 - Miscellaneous Revenue | L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue | 1.10 |
| 01-0100-0453-004002 - JP3 Juror Payments | L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments | 105.44 |
| | **0100 - General Fund Total:** | **109,888.73** |
| **0360 - Courthouse Security Fund** | | |
| 01-0360-0000-341150 - COURTHOUSE SECURITY FEES | L-004-3-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees | 2,418.57 |
| | **0360 - Courthouse Security Fund Total:** | **2,418.57** |
| **0361 - JP Security Fund** | | |
| 01-0361-0000-341153 - JP 3 SECURITY FEES | L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES | 806.01 |
| | **0361 - JP Security Fund Total:** | **806.01** |
| **0367 - JP-3 Truancy Program Fund** | | |
| 01-0367-0000-370000 - JP-3 Truancy Program Fees | L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee | 4,023.12 |
| | **0367 - JP-3 Truancy Program Fund Total:** | **4,023.12** |
| **0372 - Justice Court Technology Fund** | | |
| 01-0372-0000-341143 - JP 3 TECHNOLOGY FEES | L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES | 3,224.79 |
| | **0372 - Justice Court Technology Fund Total:** | **3,224.79** |

# Payment Report - G/L and Fund Summary



Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0399 - State Agency Fund** | | |
| 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | 1,515.41 |
| 01-0399-0000-208160 - CCC FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs | 30,808.46 |
| 01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE | L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee | 3,080.45 |
| 01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE | L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund | 4,618.31 |
| 01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE | L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees | 2,871.85 |
| 01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST | L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State | 53.97 |
| 01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE | L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee | 14,622.98 |
| 01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST | L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee | 1,537.86 |
| 01-0399-0000-208720 - SEATBELT FINES | L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines | 187.35 |
| 01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear | 3,312.71 |
| 01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO | L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines | 1,165.00 |
| 01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE | L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment | 3,223.00 |
| | **0399 - State Agency Fund Total:** | **66,997.35** |
| **JP BOND** | | |
| 01-0100-0000-207020 - JP3 Bond Liability Account | L-004-3-02-00002: JP3 Registry Bond Account Liability | 300.00 |
| | **JP BOND Total:** | **300.00** |
| | **Fee Totals for All Funds:** | **187,658.57** |

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| AFCA3 | Arrest/Service Fee - Const. Pct. 3 | 20.00 | 4 | 0.00 | 0 | 0.00 | 0 | 20.00 | 4 |
| AFDPS | Arrest Fee - DPS (CCP 102.011) | 2,486.80 | 602 | 0.00 | 0 | 0.00 | 0 | 2,486.80 | 602 |
| AFJP | Arrest Fee - Jarrell Police Department (CCP 102.011) | 32.77 | 7 | 0.00 | 0 | 0.00 | 0 | 32.77 | 7 |
| AFLCR | Arrest Fee - Lower Colorado River Authority | 0.52 | 1 | 0.00 | 0 | 0.00 | 0 | 0.52 | 1 |
| AFPW | Arrest Fee - Texas P&W (CCP 102.011) | 30.00 | 6 | 0.00 | 0 | 0.00 | 0 | 30.00 | 6 |
| AFSO | Arrest Fee - Sheriff's Office (CCP 102.011) | 1,448.89 | 381 | 0.00 | 0 | 0.00 | 0 | 1,448.89 | 381 |
| CB | Cash Bond | 300.00 | 1 | 0.00 | 0 | 0.00 | 0 | 300.00 | 1 |
| CCC | Consolidated Court Costs [Loc. Gov't Code, 133.102] | 30,808.46 | 973 | 0.00 | 0 | 0.00 | 0 | 30,808.46 | 973 |
| CFINE | County Fine | 88,414.56 | 901 | 0.00 | 0 | 0.00 | 0 | 88,414.56 | 901 |
| CHS | Courthouse Security Fee (CCP 102.017) | 2,418.57 | 1,006 | 0.00 | 0 | 0.00 | 0 | 2,418.57 | 1,006 |
| CHSJC | JP Security Fee (CCP 102.017) | 806.01 | 1,005 | 0.00 | 0 | 0.00 | 0 | 806.01 | 1,005 |
| CJS | Criminal Judicial Support Fee (LGC 103.105) | 0.87 | 3 | 0.00 | 0 | 0.00 | 0 | 0.87 | 3 |
| COLLFEE | Collection Agency Fee | 9,341.96 | 171 | 0.00 | 0 | 0.00 | 0 | 9,341.96 | 171 |
| COPIES | Certified Copies | 17.50 | 8 | 0.00 | 0 | 0.00 | 0 | 17.50 | 8 |
| CRFEEOVER | Criminal Overpayment Fee | 371.00 | 3 | 0.00 | 0 | 0.00 | 0 | 371.00 | 3 |
| DDF | Deferred Disposition Fee | 3,151.00 | 61 | 0.00 | 0 | 0.00 | 0 | 3,151.00 | 61 |
| DIS | Dismissal Fee | 600.00 | 60 | 0.00 | 0 | 0.00 | 0 | 600.00 | 60 |
| DSC | Driver's Safety Course Fee (CCP 45.0511(f)) | 1,141.33 | 116 | 0.00 | 0 | 0.00 | 0 | 1,141.33 | 116 |
| FNTC1 | Child Safety Seat Fine Trauma Center | 187.35 | 3 | 0.00 | 0 | 0.00 | 0 | 187.35 | 3 |
| IDF | Indigent Defense Fee (LGC 133.107) | 1,537.86 | 967 | 0.00 | 0 | 0.00 | 0 | 1,537.86 | 967 |
| JCTF | Justice Court Technology Fee (CCP 102.0173) | 3,224.79 | 1,006 | 0.00 | 0 | 0.00 | 0 | 3,224.79 | 1,006 |
| JF | Jury Fee | 0.75 | 4 | 0.00 | 0 | 0.00 | 0 | 0.75 | 4 |
| JFR | Jury Reimbursement Fee (CCP 102.0045) | 3,080.45 | 969 | 0.00 | 0 | 0.00 | 0 | 3,080.45 | 969 |
| JFTA | Jury Failure To Appear | 105.44 | 4 | 0.00 | 0 | 0.00 | 0 | 105.44 | 4 |
| JS | Jury Summons Fee | 1.25 | 4 | 0.00 | 0 | 0.00 | 0 | 1.25 | 4 |
| JTP | Juvenile Truancy Program (CCP 102.0174) | 4,023.12 | 1,002 | 0.00 | 0 | 0.00 | 0 | 4,023.12 | 1,002 |
| JTPDC | Juvenile Truancy Prev/Diversion Due to County (CCP 102.015) | 757.73 | 950 | 0.00 | 0 | 0.00 | 0 | 757.73 | 950 |
| JTPDS | Juvenile Truancy Prev/Diversion Due to State (CCP 102.015) | 757.68 | 950 | 0.00 | 0 | 0.00 | 0 | 757.68 | 950 |
| JUSFC | Judicial Support Fund - County (LGC 133.105) | 461.10 | 966 | 0.00 | 0 | 0.00 | 0 | 461.10 | 966 |

# Payment Report - Fee Code Summary



Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

| Fee Code Summary | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Code Word** | **Description** | **Gross** | | **Positive Adjustments** | | **Negative Adjustments** | | **Net** | |
| | | **Amount** | **Number** | **Amount** | **Number** | **Amount** | **Number** | **Amount** | **Number** |
| JUSFS | Judicial Support Fund - State (LGC 133.105) | 4,156.34 | 970 | 0.00 | 0 | 0.00 | 0 | 4,156.34 | 970 |
| LT10 | Overpayments < $10 | 1.10 | 2 | 0.00 | 0 | 0.00 | 0 | 1.10 | 2 |
| MVF | Moving Violation Fee (CCP 102.022) | 53.97 | 652 | 0.00 | 0 | 0.00 | 0 | 53.97 | 652 |
| OMNI | OMNI Fee | 662.52 | 146 | 0.00 | 0 | 0.00 | 0 | 662.52 | 146 |
| OMNIC | OMNI Fee - County | 441.68 | 146 | 0.00 | 0 | 0.00 | 0 | 441.68 | 146 |
| OMNIS | OMNI Fee - State | 2,208.51 | 147 | 0.00 | 0 | 0.00 | 0 | 2,208.51 | 147 |
| SFC1 | Service/Arrest Fee - Const. 1 | 10.00 | 1 | 0.00 | 0 | 0.00 | 0 | 10.00 | 1 |
| SFC2 | Service/Arrest Fee - Const. 2 | 10.73 | 3 | 0.00 | 0 | 0.00 | 0 | 10.73 | 3 |
| SFC3 | Service/Arrest Fee - Const. 3 | 1.25 | 4 | 0.00 | 0 | 0.00 | 0 | 1.25 | 4 |
| SFC4 | Service/Arrest Fee - Const. 4 | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| SFMCWV | State Fine - Motor Carrier Weight Violation | 1,165.00 | 6 | 0.00 | 0 | 0.00 | 0 | 1,165.00 | 6 |
| STF | State Traffic Fee (TC 542.4031) | 14,622.98 | 579 | 0.00 | 0 | 0.00 | 0 | 14,622.98 | 579 |
| TP | Time Payment Fee | 2.20 | 1 | 0.00 | 0 | 0.00 | 0 | 2.20 | 1 |
| TPC | Time Payment Fee - County | 1,610.41 | 265 | 0.00 | 0 | 0.00 | 0 | 1,610.41 | 265 |
| TPS | Time Payment Fee - State | 1,610.39 | 265 | 0.00 | 0 | 0.00 | 0 | 1,610.39 | 265 |
| TPWF | Texas P&W Fine | 578.59 | 9 | 0.00 | 0 | 0.00 | 0 | 578.59 | 9 |
| UFA | Uniform Traffic Act (TC 542.403) | 1,462.31 | 576 | 0.00 | 0 | 0.00 | 0 | 1,462.31 | 576 |
| WARC1 | Warrant Fee - Constable Pct. 1 | 359.19 | 8 | 0.00 | 0 | 0.00 | 0 | 359.19 | 8 |
| WARC3 | Warrant Fee - Constable Pct. 3 | 2,487.77 | 76 | 0.00 | 0 | 0.00 | 0 | 2,487.77 | 76 |
| WCSO | Williamson County Sheriff | 325.82 | 15 | 0.00 | 0 | 0.00 | 0 | 325.82 | 15 |
| WFDPS | Warrant Fee - DPS | 355.05 | 14 | 0.00 | 0 | 0.00 | 0 | 355.05 | 14 |

# Payment Report - Fee Code Summary



Transaction Date: **05/01/2019 - 05/31/2019** Case Categories: **Criminal**
Locations: **JP3**

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

| Fee Code Summary Totals | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|
| | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | 187,658.57 | 16,020 | 0.00 | 0 | 0.00 | 0 | 187,658.57 | 16,020 |

Commissioners Court - Regular Session 17.

Meeting Date: 06/18/2019

Justice of the Peace 4 May 2019 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

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

Attachments

JP4 EOM MAY 2019

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |
| Form Started By: Veronica Bolander | | Started On: 06/12/2019 05:30 PM |
| Final Approval Date: 06/13/2019 | | |

**IN COMPLIANCE WITH ARTICLE 103**
**CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of May 2019.**

S Hackenberg

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

**STACY HACKENBERG**
**JUSTICE OF THE PEACE**
**PRECINCT FOUR**

**On this 12th day of June 2019, to certify which witness my hand and seal of office.**

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

Veronica Bolander

**NOTARY PUBLIC in and for the State of Texas**

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 05/01/2019-05/31/2019**

**Date Printed:** 6/12/2019
**Time Printed:** 10:03:57AM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| COPIES | COPIES | 2 | 8.50 | 8.50 | 5.25 | 0.00 | 0.00 | 0.00 | 3.25 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| COUNTER | COUNTER-CLAIM FILING FEI | 2 | 50.00 | 50.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| EVICTION | EVICTION FILING FEE | 86 | 2,150.00 | 2,150.00 | 125.00 | 850.00 | 0.00 | 0.00 | 1,175.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| INDIGENT | CIVIL INDIGENT FEE | 241 | 1,398.00 | 1,398.00 | 30.00 | 1,074.00 | 0.00 | 0.00 | 294.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208822 |
| SERVE 4 | CONSTABLE PRECINCT 4 SER | 129 | 8,890.00 | 8,890.00 | 350.00 | 3,920.00 | 0.00 | 0.00 | 4,620.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |
| SMALLCLAM | SMALL CLAIMS FILING FEE | 4 | 100.00 | 100.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT POSS | WRIT OF POSSESSION | 19 | 85.00 | 85.00 | 5.00 | 30.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WSERVE 1 | CONSTABLE PRECINCT 1 -WF | 2 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341901 |
| WSERVE 4 | CONSTABLE PRECINCT 4 - W | 17 | 2,550.00 | 2,550.00 | 150.00 | 900.00 | 0.00 | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AUTOPSY | COPIES OF AUTOPSIES | 2 | 10.00 | 10.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CERTCOPIE | CERTIFIED COPIES | 6 | 12.00 | 12.00 | 6.00 | 0.00 | 0.00 | 0.00 | 6.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DEBTCLAIM | DEBTCLAIM | 147 | 3,475.00 | 3,475.00 | 0.00 | 3,475.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| EF | E-FILING STATE FEE | 241 | 2,330.00 | 2,330.00 | 50.00 | 1,790.00 | 0.00 | 0.00 | 490.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20802 |
| JCPTF | JUDICIAL COURT PERSOI | 241 | 1,165.00 | 1,165.00 | 25.00 | 895.00 | 0.00 | 0.00 | 245.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20835 |
| OCC LICENSE | OCCUPATIONAL LICENSE | 2 | 50.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| OVER | OVER PAYMENT OF FINE | 1 | 48.33 | 48.33 | 0.00 | 48.33 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209700 |
| TCF | TRUANT CONDUCT FEE | 17 | 675.00 | 675.00 | 200.00 | 0.00 | 0.00 | 0.00 | 475.00 | 0.00 | 0.00 | 0.00 | 01-0369-0000-34191 |
| TRUANCY CC | TRUANCY CONTEMPT FI | 2 | 150.00 | 150.00 | 100.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0100-0000-351304 |
| WRIT GARN | WRIT OF GARNISHMENT | 5 | 25.00 | 25.00 | 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |

| TOTALS SUMMARY | 1166 | 23,171.83 | 23,171.83 | 1,046.25 | 13,167.33 | 0.00 | 0.00 | 8,958.25 | $0.00 | 0.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | | **HB2398** | $0.00 | |
| **Cash** | $1,046.25 | | | | **CSR Credit** | $0.00 | **Post for Refund** $0.00 |
| **Checks** | $13,167.33 | | | | **Jail Credit** | $0.00 | **Over Payments** $0.00 |
| **Money Orders** | $0.00 | | | | | | |
| **Credit Cards :** | $8,958.25 | **Escrow Payments** | $0.00 | **Transaction Fee** $0.00 | **Non-Monetary** | $0.00 | |

| TOTAL CURRENCY | $23,171.83 | ESCROW PAID | $0.00 | TRAN. FEES | $0.00 | TOTAL | $0.00 | TOTAL PAID | $0.00 |
|---|---|---|---|---|---|---|---|---|---|

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 05/01/2019-05/31/2019**

**Date Printed:** 6/12/2019
**Time Printed:** 10:03:57AM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-209700 | | 48.33 | 0.00 | 0.00 | 0.00 | 0.00 | 48.33 |
| 0100-0000-341804 | | 1,206.25 | 1,234.25 | 0.00 | 0.00 | 0.00 | 2,440.50 |
| 0100-0000-341901 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0100-0000-341904 | | 5,320.00 | 6,120.00 | 0.00 | 0.00 | 0.00 | 11,440.00 |
| 0100-0000-351304 | | 100.00 | 50.00 | 0.00 | 0.00 | 0.00 | 150.00 |
| 0100.0000.341804 | | 3,475.00 | 50.00 | 0.00 | 0.00 | 0.00 | 3,525.00 |
| 0399-0000-208822 | | 1,104.00 | 294.00 | 0.00 | 0.00 | 0.00 | 1,398.00 |
| 01-0399-0000-208022 | E-FILING STATE FEE FOR CIVIL | 1,840.00 | 490.00 | 0.00 | 0.00 | 0.00 | 2,330.00 |
| 01-0369-0000-341917 | TRUANT CONDUCT FEE | 200.00 | 475.00 | 0.00 | 0.00 | 0.00 | 675.00 |
| 01-0399-0000-208354 | JUDICIAL COURT PERSONNEL TRAI | 920.00 | 245.00 | 0.00 | 0.00 | 0.00 | 1,165.00 |
| **TOTALS :** | | 14,213.58 | 8,958.25 | 0.00 | 0.00 | 0.00 | 23,171.83 |

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 05/01/2019-05/31/2019**

**Date Printed:** 6/12/2019
**Time Printed:** 10:06:53AM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFCAF | COUNTY ARREST FEE | 92 | 331.90 | 251.90 | 40.44 | 0.00 | 35.62 | 0.00 | 175.84 | 70.00 | 5.00 | 5.00 | 0100-0000-341804 |
| AFDPS | DPS ARREST FEE | 76 | 278.82 | 211.32 | 50.62 | 0.00 | 35.50 | 0.00 | 125.20 | 40.00 | 17.60 | 9.90 | 0399-0000-208400 |
| AFPWA | PARKS & WILDLIFE ARREST | 16 | 78.45 | 78.45 | 35.00 | 0.00 | 0.00 | 0.00 | 43.45 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| CAF | COUNTY ARREST FEE | 5 | 25.00 | 20.00 | 10.00 | 0.00 | 5.00 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CS | CHILD SAFETY | 15 | 237.31 | 97.31 | 24.20 | 0.00 | 4.03 | 0.00 | 69.08 | 140.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CVC | CRIME VICTIMS FUND | 2 | 30.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208300 |
| DIS | DISMISSAL FEE | 6 | 60.00 | 60.00 | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DLQ | DELINQUENT COLLECTIONS | 31 | 2,577.39 | 1,983.99 | 294.04 | 0.00 | 555.61 | 0.00 | 1,134.34 | 593.40 | 0.00 | 0.00 | 01.0100.0000.20701 |
| DSC | DEFENSIVE DRIVING | 26 | 243.28 | 243.28 | 49.50 | 0.00 | 79.20 | 0.00 | 114.58 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FIN | FIN | 1 | 499.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 499.90 | 0.00 | 0.00 | 0100-0000-351304 |
| FINE | FINE | 331 | 33,585.99 | 17,792.22 | 3,979.10 | 0.00 | 1,763.95 | 0.00 | 12,049.17 | 12,848.60 | 1,166.27 | 1,778.90 | 0100-0000-351304 |
| JCPT | JUDICIAL COURT PERSONNE | 2 | 4.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208500 |
| PWF | PARKS AND WILDLIFE FINE | 23 | 2,118.50 | 2,118.50 | 948.00 | 0.00 | 0.00 | 0.00 | 1,170.50 | 0.00 | 0.00 | 0.00 | 0100-0000-209600 |
| TFC | TRAFFIC | 106 | 222.36 | 181.83 | 25.60 | 0.00 | 38.19 | 0.00 | 118.04 | 27.00 | 10.56 | 2.97 | 0100-0000-341804 |

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ACC | AUSTIN COMMUNITY CO | 1 | 5.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| AFC4. | CONTABLE ARREST FEE I | 3 | 10.10 | 5.10 | 0.00 | 0.00 | 0.10 | 0.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0100-0000-341914 |
| AFHPD | HUTTO POLICE DEPARTM | 1 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AFTHD | THRALL POLICE DEPART | 1 | 0.36 | 0.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.36 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AFTPD | TAYLOR POLICE DEPART | 1 | 0.25 | 0.25 | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AWF | AUSTIN POLICE DEPARTM | 1 | 41.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 41.00 | 0.00 | 0.00 | 0100-0000-341804 |
| BOND | CASH BOND | 1 | 818.60 | 818.60 | 0.00 | 818.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 01-0100-0000-20700 |
| C1W. | CONSTABLE 1 WARRANT | 1 | 50.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341911 |
| C3W. | CONSTABLE 3 WARRANT | 7 | 207.24 | 207.24 | 40.67 | 0.00 | 0.00 | 0.00 | 166.57 | 0.00 | 0.00 | 0.00 | 0100-0000-341913 |
| C4W. | CONSTABLE 4 WARRANT | 63 | 2,124.82 | 782.82 | 132.51 | 0.00 | 137.95 | 0.00 | 512.36 | 1,192.00 | 100.00 | 50.00 | 0100-0000-341914 |
| CCC | CONSOLIDATED COURT ( | 227 | 6,617.03 | 4,884.01 | 1,178.01 | 0.00 | 657.58 | 0.00 | 3,048.42 | 1,432.80 | 181.25 | 118.97 | 0399-0000-208160 |
| CERTCOPIE | CERTIFIED COPIES | 1 | 2.00 | 2.00 | 0.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CHS | COURTHOUSE SECURITY | 227 | 499.71 | 369.75 | 88.41 | 0.00 | 49.35 | 0.00 | 231.99 | 107.46 | 13.56 | 8.94 | 0360-0000-341150 |
| CHS2A | COURTHOUSE SECURITY | 224 | 164.48 | 121.16 | 29.47 | 0.00 | 16.44 | 0.00 | 75.25 | 35.82 | 4.52 | 2.98 | 0361-0000-341154 |
| CMI | CORRECTIONAL MANAG | 1 | 0.50 | 0.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.50 | 0.00 | 0.00 | 0.00 | 0399-0000-208730 |
| COM | COMMITMENT | 48 | 164.99 | 40.89 | 1.30 | 0.00 | 19.88 | 0.00 | 19.71 | 124.10 | 0.00 | 0.00 | 0100-0000-341804 |
| COPIES | COPIES | 1 | 0.75 | 0.75 | 0.00 | 0.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CPWF | CEDAR PARK POLICE DEI | 1 | 39.92 | 39.92 | 0.00 | 0.00 | 0.00 | 0.00 | 39.92 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CWF | WILLIAMSON COUNTY W | 22 | 840.05 | 140.05 | 40.00 | 0.00 | 15.17 | 0.00 | 84.88 | 650.00 | 0.00 | 50.00 | 0100-0000-341804 |
| FA | FUGITIVE APPREHENSIOI | 2 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208170 |
| HISDPD | HUTTO ISD POLICE DEPT | 3 | 3.48 | 3.48 | 0.00 | 0.00 | 0.00 | 0.00 | 3.48 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| HWF | HUTTO POLICE DEPARTM | 2 | 50.00 | 50.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| IDF | INDIGENT DEFENSE FEE | 224 | 328.95 | 242.31 | 58.93 | 0.00 | 32.89 | 0.00 | 150.49 | 71.64 | 9.04 | 5.96 | 0399.0000.208703 |
| JCD | JUVENILE CRIME & DELI | 2 | 0.75 | 0.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.75 | 0.00 | 0.00 | 0.00 | 0399-0000-208180 |
| JCM | JUVENILE CASE MANAGI | 222 | 812.43 | 605.83 | 147.36 | 0.00 | 82.23 | 0.00 | 376.24 | 169.10 | 22.60 | 14.90 | 0103690000370000 |
| JCTF | JUSTICE COURT TECHNO | 226 | 662.30 | 489.02 | 117.89 | 0.00 | 65.77 | 0.00 | 305.36 | 143.28 | 18.08 | 11.92 | 0372-0000-341144 |
| JRF | STATE JURY REIMBURSEI | 224 | 657.98 | 484.70 | 117.89 | 0.00 | 65.77 | 0.00 | 301.04 | 143.28 | 18.08 | 11.92 | 0399-0000-208235 |
| JSF | JUDICIAL SUPPORT FEE | 224 | 986.92 | 727.00 | 176.83 | 0.00 | 98.68 | 0.00 | 451.49 | 214.92 | 27.12 | 17.88 | 0399-0000-208352 |
| JURY | JURY FEE | 1 | 3.00 | 3.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| MV | STATE CIVIL JUSTICE DA | 115 | 8.69 | 7.24 | 1.74 | 0.00 | 1.27 | 0.00 | 4.23 | 1.00 | 0.35 | 0.10 | 0399-0000-208415 |
| OGW | OVER GROSS WEIGHT | 4 | 500.00 | 500.00 | 0.00 | 0.00 | 400.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208850 |
| PWW | PARKS & WILDLIFE WARI | 1 | 50.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| REL | RELEASE | 48 | 164.99 | 40.89 | 1.30 | 0.00 | 19.88 | 0.00 | 19.71 | 124.10 | 0.00 | 0.00 | 0100-0000-341804 |
| RRWF | ROUND ROCK POLICE DE | 7 | 200.00 | 50.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 150.00 | 0.00 | 0.00 | 0100-0000-341804 |
| SPF | SPECIAL PROCESSING FE | 1 | 57.61 | 57.61 | 0.00 | 0.00 | 0.00 | 0.00 | 57.61 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| STF | STATE TRAFFIC FEE | 105 | 2,193.52 | 1,788.22 | 256.08 | 0.00 | 381.81 | 0.00 | 1,150.33 | 270.00 | 105.60 | 29.70 | 0399-0000-208425 |
| SUB | SUBPOENA FEE | 9 | 33.75 | 28.75 | 15.00 | 0.00 | 5.00 | 0.00 | 8.75 | 5.00 | 0.00 | 0.00 | 0100-0000-341914 |
| SUM | SUMMONS FEE | 45 | 112.02 | 67.02 | 6.55 | 0.00 | 11.01 | 0.00 | 49.46 | 35.00 | 0.00 | 10.00 | 0100-0000-341914 |
| TP | TIME PAYMENT | 97 | 1,352.68 | 782.18 | 134.91 | 0.00 | 98.35 | 0.00 | 548.92 | 420.50 | 125.00 | 25.00 | 0399-0000-208860 |
| TPDF | TRUANCY PREVENTION / | 212 | 315.81 | 238.81 | 58.83 | 0.00 | 32.69 | 0.00 | 147.29 | 62.00 | 9.04 | 5.96 | 01-0399-0000-20803 |

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TWF | TAYLOR POLICE DEPART | 5 | 204.89 | 4.89 | 0.00 | 0.00 | 4.89 | 0.00 | 0.00 | 200.00 | 0.00 | 0.00 | 0100-0000-341804 |

| TOTALS SUMMARY | 3343 | 58,433.47 | 36,777.90 | 8,098.43 | 821.35 | 4,813.81 | 0.00 | 23,044.31 | $19,821.90 | 1,833.67 | 2,161.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | |
| **Cash** | $8,098.43 | | | **CSR Credit** | $1,833.67 | **Post for Refund** $0.00 |
| **Checks** | $821.35 | | | **Jail Credit** | $19,821.90 | |
| **Money Orders** | $4,813.81 | | | | | **Over Payments** $0.00 |
| **Credit Cards :** | $23,044.31 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | **Non-Monetary** $2,161.00 |

| TOTAL CURRENCY | $36,777.90 | ESCROW PAID | $0.00 | TRAN. FEES | $0.00 | TOTAL | $23,816.57 | TOTAL PAID | $0.00 |
|---|---|---|---|---|---|---|---|---|---|

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 05/01/2019-05/31/2019**

**Date Printed:** 6/12/2019
**Time Printed:** 10:06:53AM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 01-0100-0000-207008 | | 818.60 | 0.00 | 0.00 | 0.00 | 0.00 | 818.60 |
| 0100-0000-209600 | | 948.00 | 1,170.50 | 0.00 | 0.00 | 0.00 | 2,118.50 |
| 0100-0000-341804 | | 550.20 | 743.21 | 1,604.73 | 0.00 | 0.00 | 2,898.14 |
| 0100-0000-341911 | | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 |
| 0100-0000-341913 | | 40.67 | 166.57 | 0.00 | 0.00 | 0.00 | 207.24 |
| 0100-0000-341914 | | 308.12 | 575.57 | 1,397.00 | 0.00 | 0.00 | 2,280.69 |
| 0100-0000-351304 | | 5,743.05 | 12,049.17 | 16,293.67 | 0.00 | 0.00 | 34,085.89 |
| 0100.0000.341804 | | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 |
| 0360-0000-341150 | | 137.76 | 231.99 | 129.96 | 0.00 | 0.00 | 499.71 |
| 0361-0000-341154 | | 45.91 | 75.25 | 43.32 | 0.00 | 0.00 | 164.48 |
| 0372-0000-341144 | | 183.66 | 305.36 | 173.28 | 0.00 | 0.00 | 662.30 |
| 0399-0000-208160 | | 1,835.59 | 3,048.42 | 1,733.02 | 0.00 | 0.00 | 6,617.03 |
| 0399-0000-208170 | | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 10.00 |
| 0399-0000-208180 | | 0.00 | 0.75 | 0.00 | 0.00 | 0.00 | 0.75 |
| 0399-0000-208235 | | 183.66 | 301.04 | 173.28 | 0.00 | 0.00 | 657.98 |
| 0399-0000-208300 | | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| 0399-0000-208352 | | 275.51 | 451.49 | 259.92 | 0.00 | 0.00 | 986.92 |
| 0399-0000-208400 | | 121.12 | 218.65 | 67.50 | 0.00 | 0.00 | 407.27 |
| 0399-0000-208425 | | 637.89 | 1,150.33 | 405.30 | 0.00 | 0.00 | 2,193.52 |
| 0399-0000-208500 | | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 4.00 |
| 0399-0000-208730 | | 0.00 | 0.50 | 0.00 | 0.00 | 0.00 | 0.50 |
| 0399-0000-208850 | | 400.00 | 100.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 0399-0000-208860 | | 233.26 | 548.92 | 570.50 | 0.00 | 0.00 | 1,352.68 |
| 0399.0000.208703 | | 91.82 | 150.49 | 86.64 | 0.00 | 0.00 | 328.95 |
| 0399-0000-208415 | | 3.01 | 4.23 | 1.45 | 0.00 | 0.00 | 8.69 |
| 01.0100.0000.207017 | DLQ FEE | 849.65 | 1,134.34 | 593.40 | 0.00 | 0.00 | 2,577.39 |
| 0103690000370000 | JUVENILE CASE MANAGER FUND | 229.59 | 376.24 | 206.60 | 0.00 | 0.00 | 812.43 |
| 01-0399-0000-208034 | TRUANCY PREVENTION AND DIVEI | 91.52 | 147.29 | 77.00 | 0.00 | 0.00 | 315.81 |
| **TOTALS :** | | 13,733.59 | 23,044.31 | 23,816.57 | 0.00 | 0.00 | 60,594.47 |

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session 18.

Meeting Date: 06/18/2019

Auro Crossing- workforce multi-family housing

Submitted For: Terry Cook Submitted By: Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Consider, discuss and take appropriate action on a resolution on behalf of Provident Realty Advisors, Inc. to the Texas Department of Housing and Community Affairs confirming Williamson County's statement of "no objection" to the proposed Auro Crossing development, located at FM 1325 and SH 45 in Precinct 1.

Background

This development will have a mix of 1-, 2-, and 3-bedroom units priced at 60% Area Median Income (AMI). Because the developer will be applying for tax credits through the Texas Department of Housing and Community Affairs, they must ask the governing body of the local government entity, in this case, Williamson County Commissioners Court as this project is located in the unincorporated area of the county, to provide a resolution of "no objection" to the project.

Fiscal Impact

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

Attachments

Resolution of no objection

Auro Crossing site presentation

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Garry Brown Started On: 06/13/2019 08:43 AM

Final Approval Date: 06/13/2019

**WHEREAS,** Provident Realty Advisors, Inc. has proposed a development for affordable rental housing at FM 1325 and State Highway 45 named Auro Crossing in Williamson County, extraterritorial jurisdiction of Austin; and

**WHEREAS,** Provident Realty Advisors has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 4% Housing Tax Credits for Auro Crossing;

**NOW THEREFORE, BE IT RESOLVED,** that Williamson County, acting through its governing body, hereby confirms that it has no objection to the proposed Auro Crossing, located at FM1325 and State Highway 45, (application date and number to be determined) and that this formal action has been taken to put on record the opinion expressed by Williamson County on June 18, 2019; and

**BE IT FURTHER RESOLVED,** that for and on behalf of the Governing Body, Williamson County Judge Bill Gravell is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

Resolution adopted by the Williamson County Commissioners Count on this 18th day of June, 2019.

Bill Gravell, Jr., County Judge
Williamson County

# Auro Crossing

Austin (ETJ), TX

Williamson County

PROVIDENT

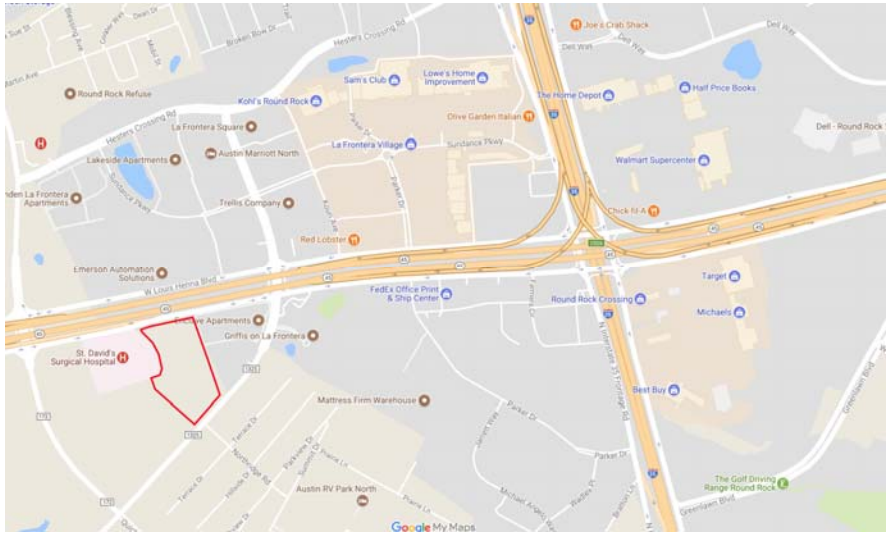
REALTY ADVISORS

# Overview

- Location
- Community
- Residential units
- Development team
- Support

# Location

FM1325, between SH45 and CR172






Proposed 256 apartment community for Family

- Estimated Total Construction Cost: $36,000,000
- Estimated Total Development Cost: $60,800,000

# Proposed Site Plan



# Community

# Elevation Perspective

Family Community: Four 4-story residential buildings with elevators with one building containing the Clubhouse/Leasing Office. Unit Mix consisting of one, two and three bedroom affordable workforce apartment units.




Conceptual Building Elevation

# Leasing/Clubhouse Space

- Approximately 5,000 sq. ft. Community room with leasing office.
- Community room
- Pool, BBQ grill and Picnic Area
- Laundry facility
- Fitness center
- Business center
- Leasing office with full-time manager




Similar Leasing/Clubhouse

# Community Room

Full kitchen/lounge space with indoor and outdoor seating.





Similar community room completed by the proposed development team.

# Community Amenities

- Resorty-style pool
- BBQ Grills
- Fitness Center (24-hour use)
- Dog Park
- Business Center
- Game/lounge room
- Wi-Fi cafe
- Community kitchen
- Green/open space
- 24-hour mail facility
- On-site management staff
- Coffee bar





# Exterior

Stone or Brick and Stucco or Fiber Cement Board exteriors.
Upgraded 30 Year architectural shingles.



Similar property completed by the proposed development team.

# Proposed Unit Mix

| Unit Type | Number of Units | Target | Unit Size (Square Feet) | Net Rent |
|---|---|---|---|---|
| 1B / 1B | 28 | 60% AMI | 700 | $1,015 |
| 2B / 2B | 114 | 60% AMI | 950 | $1,211 |
| 3B / 3B | 114 | 60% AMI | 1,200 | $1,394 |
| **Totals** | **256** | **60% AMI** | **1,034** | **$1,271** |

# Residential Units

# Residential Units





256 unit Family Community

- 28 one-bedroom units at 700 square feet @ $1015
- 114 two-bedroom units at 950 square feet @ $1211
- 114 three-bedroom units at 1,200 square feet @ $1394

- Full Stainless Steel Kitchen with Energy-Star Appliances
- Ceiling Fans in Living Rooms and Bedrooms
- Washer/Dryer connections or Washer/Dryer provided
- Window Coverings
- Carpet and Vinyl Plank Flooring
- Stone countertops

# Development Team

# Development Team

| | |
|---|---|
| Developer: | Provident Realty Advisors, Inc. |
| Architect: | BGO Architects |
| General Contractor: | PRA Construction, LP |
| Property Manager: | CF Real Estate Services |

# Developer

PROVIDENT
REALTY ADVISORS

- Over 25 years experience developing affordable multi-family housing.
- Developed 38 apartment communities with over 8,500 residential units.

# Architect

BGO architects

- Founded in 1968
- Designed almost 1 million dwelling units, including student housing, senior living, military housing, and affordable housing
- Numerous Awards including Multi-Family Executive, American Planning Association – Central Texas Chapter, Builder Magazine, National Association of Local Housing Financing Agencies, Austin Apartment Association, Texas Association of Builders, and the National Association of Home Builders.

# General Contractor

PROVIDENT
GENERAL CONTRACTORS

- 32 years experience.
- Over 38 apartment communities.
- Over 8,551 apartment units.
- Over $888,885,567 construction value.

# Property Manager

CF REAL ESTATE SERVICES

- Currently manages over 23,182 apartment units.
- 112 apartment communities under management.
- Active in several states, including Georgia, Maryland, Florida, Alabama, Tennessee, Kentucky, South Carolina, Michigan, Missouri, Virginia, Washington DC, Texas and Louisiana.

# Support

# Support

- Request  a resolution of non-opposition from the Williamson County Commissioners Court.
- Application for tax credit funding will be submitted 8/15/2019.
- Once funding occurs, approximate time to start construction would be in the 4Q2019.

Commissioners Court - Regular Session 19.

Meeting Date: 06/18/2019

Event Agreement for FY20 Executive Retreat

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

Department: County Judge

Agenda Category: Consent

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Information

Agenda Item

Discuss, consider and take appropriate action on an Event Agreement between The Golf Club at Star Ranch and Williamson County relating to a meeting of Williamson County Elected Officials and Department Directors that is to be conducted on January 24, 2020.

Background

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Fiscal Impact

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

Attachments

Agreement_

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Form Review

Form Started By: Andrea Schiele Started On: 06/11/2019 03:14 PM

Final Approval Date: 06/11/2019

# Private Event Agreement

Group Name: **Williamson County Meeting**

Contact Name: **Melissa Goins**
Phone Number: **512-943-1577**
Email: Melissa Goins <mgoins@wilco.org>

Deposit Amount: **$500.00 or CC On File**

Deposit Due Date: **N/A**

Date of Event: **Friday, January 24, 2020**
X_____
Initial Here
Time of Event: 8am-4pm

# Of Persons: 41
Menu Choice: **See Below**
Food & Beverage:
Room Rental: **Star Ball Room - $750.00 Room rental fee. All food and beverage prices will be inclusive of 18 % gratuity. Group is tax exempt.**

Estimated Total Amount Due: **TBD**

**Unless otherwise noted all Food & Beverage is subject to 8.25% tax & 18% gratuity.**
**Only food and beverage is applicable towards food and beverage minimums.**
**Rental fees, ceremony fees, gratuity, sales tax, and other service fees**
**Do not count towards the food & beverage minimum.**
**If group is claiming tax exemption a Texas Sales and Use**
**Tax Exemption Certificate must be on file with Star Ranch.**
X_____ Initial Here

Thank you for choosing Star Ranch for your event. We look forward to hosting your special occasion and making it memorable!

Full payment of all event fees will be due on **January 24, 2020**. If full payment is not received by this date, the event will be cancelled. X_____
Initial Here

Payment will be in the form of cash or check (made payable to The Golf Club Star Ranch) or credit card (Visa, MasterCard, or American Express). We will not hold bookings past the deposit due date. Additionally, the course must receive a guarantee as to the number of persons no later than 10 days prior to the event on **January 14, 2020**. If no notification is given, the number of persons listed on this contract becomes the guarantee. If more people show up on the day of the event than the number guaranteed number, we will attempt to accommodate them, however no guarantees are made. X_____
Initial Here

**The customer is responsible for proper conduct of all persons, use and care of the facilities and equipment. The group and chairperson are liable for any damage to person, the facilities and equipment caused by the event or its participants. All guests must adhere to all Star Ranch rules & regulations throughout the event. All children under the age of 16 must have adult supervision at all times. Guests on Star Ranch property for this event may not consume alcohol. Any guest caught**

**violating this policy will have the alcohol confiscated. Star Ranch reserves the right to ask guests to leave the property who violate this policy.** X_____
Initial Here

***This is strictly enforced.***

**Menu:**

**TBD**

**Cancellation policy:**
Should you decide at any time to cancel the banquet/meeting at The Golf Club Star Ranch, the following terms will be applied to your organization based on the receipt of a written cancellation request:
* If written cancellation is received more than 60 days prior to scheduled event, the booking deposit will be held as payment.

* If written cancellation is received more than 30 but less than 60 days prior to scheduled event, the booking deposit is retained by The Golf Club Star Ranch and 50% of the original cost of the scheduled event is due and payable to The Golf Club Star Ranch.

* If written cancellation is received less than 30 days prior to the scheduled event, the booking deposit is retained by The Golf Club Star Ranch and 75% of the original cost of the scheduled event is due and payable to The Golf Club Star Ranch.

**Client Signature:** _____ **Date:** _____

**Sales Manager:** _____ **Date:** 6-13-19

**Credit Card Authorization**
I authorize The Golf Club Star Ranch to charge any outstanding event charges to the credit card listed below. I understand that in the event that payment is not made in full on the day of the event this card will be billed for all outstanding charges.

Type of card: _____
Credit card number: _____
Expiration Date: _____
Name as it appears on credit card: _____
Authorized Signature: _____

Commissioners Court - Regular Session 20.

Meeting Date: 06/18/2019

Professional Services Agreement for Dr. Allman

Submitted For: Cheryl Schneider Submitted By: Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Professional Services Agreements for orthopedic and specialty surgical services between Mobile Veterinary Specialist, PLLC and Williamson County and Austin Area Mobile Veterinary Surgery, PLLC and Williamson County both relating to the Williamson County Regional Animal Shelter; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Dr. Allman is a Veterinarian that does orthopedic and specialty surgeries. He is a mobile veterinarian. We make an appointment with him whenever we have a cat or dog that requires this type of surgery. His fees are greatly reduced compared to a specialty center. These surgeries are paid for through the medical donation fund.

Fiscal Impact

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

Attachments

Dr. Allman

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/11/2019 02:30 PM |

Form Started By: Cheryl Schneider Started On: 06/11/2019 11:18 AM

Final Approval Date: 06/11/2019

## PROFESSIONAL SERVICES AGREEMENT

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

This Professional Services Agreement (the "Agreement") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Mobile Veterinary Specialist, PLLC (the "Vet").

**WHEREAS**, County and the Board of the Williamson County Regional Animal Shelter manages and operates a countywide regional animal shelter, which is more formally known as the Williamson County Regional Animal Shelter (the "Shelter");

**WHEREAS**, County desires to obtain professional veterinarian services for perform professional veterinary orthopedic and specialty surgical services, on an as need basis, at the Shelter;

**WHEREAS**, Vet has the professional ability and expertise to provide the Services;

**NOW, THEREFORE**, County and Vet agree to the performance of the professional services by Vet and the payment for these services by County as set forth herein.

### SECTION I
### RETENTION OF THE VET

County agrees to retain Vet and Vet agrees to perform professional veterinary surgical services as stated in the Sections to follow.

### SECTION II
### AGREEMENT PERIOD

The term for this Agreement shall commence on the date of the last party's execution hereof and shall continue thereafter until September 30, 2019 (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew on the same terms on annual basis until either County or Vet terminate the Agreement upon sixty (60) days written notice to the other party ("Additional Term").

### SECTION III
### SCOPE OF PROFESSIONAL SERVICES

Vet will perform professional veterinary orthopedic and specialty surgical services, on an as needed basis, to animals belonging to the Shelter (the "Services"). The Services are to be performed on days and times mutually agreed upon by Vet and Shelter staff.

## SECTION IV
## FEES AND FUNDING

**A.** **Fee.** The fee paid by the County shall be a fee that is negotiated between the Shelter's Director of Animal Services and the Vet prior to each surgery and such fee shall be based on the type of orthopedic or specialty surgical services required for a particular surgery.

**B.** **Restrictions:** The following restrictions shall apply to all Services performed by the Vet:

1. Animals must be deemed in reasonable health by the Vet before surgery is performed; and
2. The Vet has the right to refuse to do surgery on any animal due to health concerns.

**C.** **Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Vet 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 fee payments under this Agreement.

**D.** **Payment, Interest and Late Payments.** County's fee payment for goods and Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify the Vet of such discrepancy. Following County's notification of any discrepancy as to an invoice, the Vet 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.

## SECTION V
## GENERAL ADMINISTRATION

**A.** **Audits.** All surgical costs of the Vet may be audited by the office of the Williamson County Auditor. All financial records shall be made available to the County or its authorized representatives during regular business hours. If an independent annual audit or review is performed, a copy of any such audit or review shall be furnished to the County immediately upon its completion.

**B.** **Costs of Surgery.** The County shall be solely responsible for all surgery costs, including surgical personnel. The Vet agrees to only perform those surgical procedures authorized in advance by the Shelter staff.

The County shall make available the following to the Vet to facilitate the professional services to be rendered:

1. Two (2) surgical tables;
2. Surgical lights for each table; and
3. Anesthesia drugs.

Any other supplies or materials that are necessary for the Services shall be provided by the Vet hereunder.

## SECTION VI
## EVALUATIONS AND DISPUTE RESOLUTION

This Agreement shall be reviewed annually as part of the County's budget process. This Agreement shall also be reviewed annually by the Board of the Williamson County Regional Animal Shelter. Except as otherwise expressed herein, if during any term of this Agreement any dispute arises between the Vet and the County, which cannot be resolved by them, they shall be referred to the Williamson County Commissioners. The decisions pertaining to any dispute shall be decided by the Williamson County Commissioners Court and shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

## SECTION VII
## FORCE MAJEURE

Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

## SECTION VIII
## LIABILITY

A. **Indemnification by Vet.** **THE COUNTY SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE VET FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS OR ANIMALS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE, NEGLIGENCE, ANY ACT OR OMISSION OR FAILURE TO ACT OF THE VET UNDER THIS AGREEMENT.**

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

## SECTION IX
## MISCELLANEOUS PROVISIONS

A. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and other entities which might follow that would qualify at law as a successor in interest, and to executors, administrators, legal representatives and assigns. Notwithstanding the foregoing, this Agreement may not be assigned except as agreed upon in writing by both parties.

B. **Compliance of Laws.** In rendering performance herein, the Vet shall comply with the requirements of applicable federal, state, and local laws and regulations. In the event of a conflict between such laws and regulations and terms and conditions of this Agreement, precedence shall be given to the most restrictive provisions of such laws, regulation, terms and conditions, as determined by the County. Copies of Chapter 826 of the Texas Health and Safety Code and Official Texas Administrative Code Title 25. Health Services Part 1. Texas Department of Health Chapter 169.

C. **No Waiver.** There shall be no waiver. The failure or delay in the enforcement of the rights at law here inscribed to the parties shall not constitute a waiver of said rights to be considered as a basis for estoppels. The parties may exercise its rights despite said delay or failure to enforce said rights.

D. **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. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

E. **Compliance with Workplace Standards.** The County requires that all of its contractors adhere to its workplace standards regarding behavior and professionalism in the workplace. For

example, workplace harassment and discrimination is strictly prohibited. Vet shall comply with the County's policies or written manuals as they exist from time to time and are provided to Contractor.

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

**G.** **Assignment.** 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.

**H.** **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**I.** **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

**J.** **Entity Status.** By the signature of the Vet's representative below, Vet hereby certifies that Vet is duly authorized to transact and do business in the State of Texas.

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

**L.** **Severability.** This Agreement is subject to severability. If any provision herein is, for any reason, held in violation of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision shall not be held to invalidate any other provisions, which other provisions shall remain in full force and effect unless removal of invalid parts destroys the legitimate purposes of this Agreement. In the latter case, as determined by the County, this Agreement shall be cancelled.

**M.** **Termination for Breach.** Either party may terminate this Agreement if the other party fails to cure a material breach, which substantially impairs the value of the Agreement as a whole to the non-breaching party within ten (10) days of the receipt of written notice being given by the non-breaching party.

**N.** **Termination for Convenience.** Either party hereto may terminate this Agreement for convenience and without cause upon sixty (60) days written notice to the other party.

**O.** **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if written and hand-delivered or sent by registered mail, return receipt requested, as follows:

If to the County:

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

With copy to:

Williamson County Regional Animal Shelter
Attn: Director of Animal Services
855 S.E. Inner Loop
Georgetown, Texas 78626

If to the Vet:

Mobile Veterinary Specialist, PLLC
Attn: David Allman, MS, DVM
3501 McNeil Drive
Austin, TX 78727
512-910-7783
Dr.allman@mvsaustin.com

If an address change occurs by either party a written notice should be given to the other party.

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

It is understood and agreed that Vet shall pay all taxes, licenses, and fees levied or assessed on Vet in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Vet, Vet's agents, employees, and representatives. Vet agrees to require the same agreements of Vet's subcontractors and to be liable for any breach of any such agreements by any of Vet's subcontractors. Vet agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Vet or Vet's subcontractors. Vet agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to

deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Vet.

**Q.** **Non-Appropriation.** Notwithstanding any provision contained in this Agreement to the contrary, in the event no funds, or insufficient funds, are appropriated and budgeted by the County or are otherwise unavailable in any fiscal period or month for fee payments due under this Agreement, the County will notify the Vet as soon as practicable of such occurrence and this Agreement shall terminate on the last day of the fiscal period or month for which appropriations have been received or made, without penalty to the County.

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

Signed, accepted, and agreed to by the undersigned parties, who execute this legal document within the authorities granted to them by respective entities, to be effective as of the date of the last party's signature below.

**WILLIAMSON COUNTY, TEXAS**

By_____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____

**VET**

**Mobile Veterinary Specialist, PLLC**

By: _____
Dr. David Allman, MS, DVM
Director

Date: May 21, 2019

Commissioners Court - Regular Session 21.

Meeting Date: 06/18/2019

Award RFP 1808-255 Patient Cardiac Care Monitor

Submitted For: Randy Barker Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #1808-255 for Electronic Patient Cardiac Care Monitors to the highest scoring respondent, Physio Control, Inc.

Background

After field testing and evaluation, Williamson County EMS recommends Physio Control, Inc. be awarded the contract for RFP #1808-255. The proposal amount is $1,012,558.30 and includes trade-in for the existing 29 Philips Monitors in the amount of $145,000 which reduces the total contract price to $867,558.30. This purchase was approved in the EMS FY2019 budget, line item 0100-0540-005000. Department point of contact is Mike Knipstein.

Fiscal Impact

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

Attachments

Evaluation Score Sheet

Recommendation letter

BAFO

negotiated proposal

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Kerstin Hancock | 06/13/2019 11:27 AM |
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Kerstin Hancock Started On: 06/12/2019 02:00 PM

Final Approval Date: 06/13/2019

**Williamson County**
**RFP 1808-255**
**Patient Cardiac Care Monitor**

It is the recommendation of the RFP 1808-255 Patient Cardiac Care Monitor Evaluation Committee that the selection will be Physio Control, Inc. LIFEPAK 15.

Selection Criteria was based as follows:

| % | Criteria Categories | Category Winner | Points Awarded |
|---|---|---|---|
| 33.4% | Price | ZOLL Medical Corporation | 33.4 |
| 33.3% | Clinical Practices Requirements and Trial | Physio Control, Inc. | 33.3 |
| 33.3% | Field Services Requirements and Trial | Physio Control, Inc. | 33.3 |

| Overall Winner | Points Awarded |
|---|---|
| Physio Control, Inc. LIFEPAK 15 | 66.6 |

Evaluation Team Members

Mike Knipstein, EMS — 4/23/19 Date

Danny Johns, EMS — 4/23/19 Date

Terri King, EMS — 4/23/19 Date

Jeff Isbell, EMS — 4/23/19 Date

Kirsti Elias, EMS — 4-23-19 Date

Holly Shell, Information Systems — 4/23/19 Date

John Gonzales, EMS — 4/23/19 Date

# Williamson County Emergency Medical Services

*To Respect, Care and Serve*

June 6, 2019

Randy Barker
Purchasing Agent - Director
100 Wilco Way, #P101
Georgetown, TX 78626

Re: RFP 1808-255
Patient Cardiac Care Monitor

Mr. Barker,

After receiving, reviewing and testing responses to the Patient Cardiac Care Monitor RFP, I am recommending that Williamson County Commissioner's Court award the contract to Physio Control, Inc. Please do not hesitate to contact me with any additional questions regarding the process or recommendation.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

P.O. Box 873
3189 SE Inner Loop, Ste. A
Georgetown, Texas 78627

Main: (512) 943-1264
Fax: (512) 943-1269
www.wilco.org/ems

**WCEMS MONITOR RFP:** Revision Date: 5/19/19

| | |
|---|---|
| Best and Final (Prior to Trade-In): | **$ 1,012,558.30** |
| Philips Monitor Trade In (29 units): | **$ (145,000.00)** |
| Best and Final (with trade-ins reflected): | **$ 867,558.30** |

| Description | Part # | QTY | Packaged |
|---|---|---|---|
| **LIFEPAK 15 Service** - 1 Year On-site Comprehensive Coverage. Up Front Payment. Includes services performed at customer's location by a Physio-Control Tech Specialists, Parts, and labor necessary to restore device to original specs. The LP15 has a standard 1 year warranty which covers all parts, labor and technician travel. The contract provided in bid (LP15-OSCOMP1-POS-UP) would extend coverage into year 2. **Years 3-5 of coverage can be extended on annual payments at $1,275/monitor"** Batteries are covered under the service warranty for replacement. | LP15-OSCOMP1-POS-UP | 30 | Each |
| Code-Stat 11 Data Review Seat License | 11600-000030 | 5 | Each |
| Code-Stat Case View (unlimited free) | 00000-000000 | TBD | Each |

| Description | Part # | QTY | Packaged |
|---|---|---|---|
| Stryker LP15 Ship Kit | **99577-001958** | 30 | Kit |
| -LifePak 15 Quick Combo Therapy Cable | 11113-000004 | 1 | Each (included in kit) |
| - LifePak 15 NIBP Hose, 9 feet | 21300-007299 | 1 | Each (included in kit) |
| - Adult Reusable BP Cuff | 11113-000004 | 1 | Each (included in kit) |
| - Roll of Paper | 11240-000016 | 2 | Each (included in kit) |
| -12-Lead ECG Cable 5ft Trunk Cable w/AHA Limb Leads | 11111-000018 | 1 | Each (included in kit) |
| -12Lead ECG Cable 6-Wire Precordial Lead Attachment | 11111-000022 | 1 | Each (included in kit) |
| - Masimo RC Patient Cable | 11171-000037 | 1 | Each (included in kit) |
| - Temperature Adapter Cable 5ft | 11140-000078 | 1 | Each (included in kit) |
| - Electrode EDGE Quick-Combo Adult (MFP) | 11996-000091 | 2 | Each (included in kit) |
| - Test Load | 21330-001365 | 1 | Each (included in kit) |
| - AC Monitor Power Cables | 11140-000015 | 1 | Each (included in kit) |
| LifePak 15-Lithium-ion Battery | 21330-001176 | 130 | Each |
| LP15 REDI-CHARGE Adapter Tray | 11140-000052 | 22 | Each |
| REDI-CHARGE Base (Power cord not included) | 11141-000115 | 22 | Each |
| REDI-CHARGE Base AC Power Cord | 11140-000015 | 22 | Each |
| NIBP Cuff-Reusable, Infant | 11160-000011 | 30 | Each |
| NIBP Cuff-Reusable, Child | 11160-000013 | 30 | Each |
| NIBP Cuff-Reusable, Adult | 11160-000015 | 30 | Each |
| NIBP Cuff-Reusable, Large Adult, Bayonet | 11160-000017 | 30 | Each |
| NIBP Cuff-Reusable, Adult X Large | 11160-000019 | 30 | Each |
| Rainbow DCI Adult Reusable Sensor, 1/box | 11171-000049 | 30 | Each |
| Rainbow DCIP Pedi Reusable Sensor, 1/box | 11171-000050 | 30 | Each |
| LIFEPAK 15 Basic Carry Case (11577-000002) with right/left pouches and shoulder strap (11577-000001) | 11577-000002 | 30 | Each |
| LIFEPAK 15 Basic Carry case back pouch | 11260-000039 | 30 | Each |
| LIFEPAK 15 Carry Case top pouch | 11220-000028 | 30 | Each |
| Titan III Wifi Gateway | 21996-00109 | 30 | Each |
| 12-Lead Simulator | 11996-000311 | 4 | Each |
| Masimo RC Patient Comp SPO2 M-LNCS Reusable Sensors (Adult) | 11171-000065 | 30 | Each |
| Electrode EDGE System Quick-Combo Connector (MFPs) Adult | 11996-000091 | 60 | Each |
| Pedi EDGE System Quik-Combo Connector (MFPs) Pediatric | 11996-000093 | 60 | Each |
| Masimo Set RC Patient Compatible SPO2 Sensors M-LNCS (Infant) | 11171-000040 | 5 | Cases (20 per case) |
| Serial port cable | 11230-000020 | 30 | Each |
| Striped chart recorder paper, 100mm 2 rolls/bx | 11240-000016 | 30 | Box (2 rolls per box) |

October 29, 2018

Melissa Gurka
Williamson County
901 South Austin Avenue
Georgetown, Texas 78626

Re: Bid 1808-255 Patient Cardiac Care Monitor

Dear Ms. Gurka,

Thank you for this opportunity to respond to the emergency medical equipment needs of Williamson County. Physio-Control, Inc. presents the following proposal for your consideration.

It has been our intent to provide Williamson County with all requested information in the proper format. Please visit our website at www.physio-control.com for additional information about our LIFEPAK product lines, ADAPTIV™ biphasic technology and the Physio-Control industry leading Field Service Network.

Physio-Control pioneered external defibrillation over 63 years ago and today continues to be the world market leader. We are passionate about the life saving tools we offer and would appreciate the opportunity to continue to share with you the unique features, technology and service benefits of Physio-Control.

If you have any questions regarding our response please contact our office directly at bidsinbox@stryker.com, or at 800-442-1142.

Sincerely,

_____

Tim Fernandez
Sr. Strategic Pricing Analyst
Stryker Corporation
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003
Fax: 425-867-4970
bidsinbox@stryker.com

## Sections

1

2

3

# Section 1

## Williamson County

Physio-Control presents the following proposal in response to the needs and requirements outlined by Williamson County in the Request for Proposal for Bid 1808-255 Patient Cardiac Care Monitor.

### Executive Summary

The right technology in the right hands can help improve clinical efficiencies, impact outcomes and ultimately – save lives.

Physio-Control products are designed to work together to give emergency caregivers, whether in the hospital or on the street, more control of a critical medical event. The toughest kinds of medical emergencies require response tools of the highest quality, latest innovation, and most durable materials – this is where Physio-Control medical solutions can make a lifesaving difference.

The company's products include LIFEPAK® monitor/defibrillators, LIFEPAK® and HeartSine® automated external defibrillators (AEDs), the LIFENET® System, LIFELINKcentral™ AED Program Manager, HealthEMS® electronic patient care reporting (ePCR) software, LUCAS® Chest Compression System, TrueCPR™ coaching device, McGrath® MAC EMS video laryngoscope and more.

Physio-Control, now part of Stryker, was founded in 1955 and is headquartered in Redmond, Washington.

### Value Proposition

Physio-Control solutions and strategic resources will support Williamson County in improving the quality of emergency responses through the latest technology, while emphasizing evidence-based innovation, ease of use, and alignment with your cost strategy.

### Together, We Can Save Lives.

Williamson County and the Physio-Control missions are intertwined – our products will further your vision of connecting your partners and neighbors in need with health care, mental health services, housing, food, and other community resources.

A long-term decision requires long-term solutions. Physio-Control adopts a multi-disciplinary, multi-agency, and multi-geographic approach with a focus on a system-based solution. The Physio-Control System of Care is the best choice to help improve your cardiac care, individually and system-wide.

We are confident our evidence-based solutions and market-leading portfolio will meet the current and future needs of Williamson County.

***Our mission is to make Lifesaving Tools for Lifesaving Teams – unique medical products of the highest quality that predict or intervene in life-threatening medical emergencies.***

**Exceptions and Clarifications to Request for Offer**

Physio-Control, Inc. is taking the following exceptions and clarifications to Williamson County, Texas Bid 1808-255 Patient Cardiac Care Monitor:

## 4.35 PAYMENT

~~The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:~~

~~A. The date the County receives the goods under the Contract;~~
~~B. The date the performance of the service under the Contract is completed; or~~
~~C. The date the Williamson County Auditor receives an invoice for the goods or services.~~

Payment due 30 days from receipt of invoice in the Williamson County Auditor's Office.

**Proposal Summary**
**Bid # 1808-255**
**Patient Cardiac Care Monitor**
Prepared for
**Williamson County**

Physio-Control, now part of Stryker, has been involved in emergency medical care for 63 years and leads the industry in developing products that monitor or treat patients in emergency medical situations. Physio-Control develops technologies and designs devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. The entire Physio-Control product portfolio is designed to assist customers in their lifesaving work — whether it is accessories, disposables, flexible energy dosing, or data management solutions that help them capture patient data and learn from it to improve patient care.

It is our intent to work with the Williamson County to design a strategic relationship model. Under this partnership, Physio-Control will provide the necessary resources to work specifically with Williamson County and fulfill the medical equipment needs for Bid # 1808-255 for a Patient Cardiac Care Monitor.

## LIFEPAK® 15 Monitor/Defibrillator

Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK® 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. The LIFEPAK 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.



- Extremely rugged and durable design – great for transport
- Clear user interface
- Compact, lightweight, with 2 batteries & AC power
- Oridion Capnography, Massimo SpO2, SpCO, SpMET, 12 Lead ECG & Pacemaker, NIBP, Temp.
- Metronome for CPR guidance – the only solution for adult & peds!

| Catalog # | Description | List Price (ea.) | Sales Price for Williamson County (ea.) |
|---|---|---|---|
| **99577-001958** | **LIFEPAK 15 V4 Monitor/Defibrillator**<br>Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth, Temp | $ 37,000.00 | $ 27,750.00 |
| INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD -21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED. | | | |

## SERVICE

**The Most Extensive Field Service Team in the Industry Stands Behind You**

With a variety of available **Physio-Control Service Plans** -- and the most extensive field service team in the industry -- we'll help make sure your lifesaving devices are ready when you need them.

- Physio-Control service plans go beyond keeping your devices running at peak performance. Your designated **Service Representative and Clinical Specialist work together** to know your team, your system and to help **you** realize improvements such as time-saving techniques and features, assist with training, or answering questions specific to your devices and configurations.

- With an average of 14 years of experience, nobody knows your devices better and how to use, care for and maintain them. Your Field Service Representative carry a large inventory of spare and repair parts being equipped to often repair your device directly onsite – **without the need to ship to an offsite depot or arrange for replacement devices in the interim.**

- Physio-Control service representatives consistently receive the highest marks in customer satisfaction — averaging greater than **97% customer satisfaction rating** in our onsite service survey. In effect, your service representative is part of your community, so they are dedicated to helping you achieve your goals.

- Physio-Control is the sole-source provider for service, technical support and post-event support for Physio-Control products– **no Third parties**.

## WARRANTY

- **LIFEPAK® 15 Monitor/Defibrillator:** In mobile and out-of-hospital settings, the LIFEPAK 15 monitor/defibrillator is covered with a one (1) year limited warranty against defects in material or workmanship under normal service conditions and when used in accordance with its Operating Instructions.

Copy of the Physio-Control Limited Warranty is enclosed in Section 2 of this Response.

## VENDOR INFORMATION

| | |
|---|---|
| Legal Name: | Physio-Control, Inc. |
| Headquarter: | 11811 Willows Rd NE<br>Redmond, WA 98052 |
| Phone: | 800-442-1142 |
| Fax: | 425-867-4970 |
| Federal Tax ID Number: | 91-0697691 |
| Federal Tax Classification: | C-Corporation |
| DUNS Number: | 009251992 |
| Company's Point of Contact: | Tim Fernandez, Sr. Strategic Pricing Analyst |
| Email: | bidsinbox@stryker.com |
| Purchase Orders: | Chad Lewis, Sales Representative |
| Phone Number: | 210-884-0891 |
| Email: | chad.lewisl@Stryker.com |
| Delivery Lead Time: | Delivery shall be 30 days after receipt of correct purchase order, subject to product availability. |

## REFERENCES

- **3 References needed**

# CODE-STAT Data Review Software

**Post-event review insights to improve performance and patient outcomes**

## Better data means better CPR

Turn your passion for saving lives into targeted improvements when you can easily understand team performance immediately after response. CODE-STAT software makes it easy to see and correlate key CPR performance metrics while the incident is still fresh. Spot at a glance where you need to improve — c gain confidence in your team's operations and skills. Measure, review, report, and repeat.

**Why does post-event review matter?**

Accelerate your QA/QI efforts with insights revealed through comprehensive CODE-STAT analysis. AHA Consensus Statement recommendations on CPR quality suggest maintaining "continuous quality improvement on provider, team, and system levels." CODE-STAT software gives you quick access to relevant high-quality data — including compression hands-on time, rate, longest pauses, and time elapsec before first shock.

- **Deliver better care.**
  Respond more effectively for better outcomes with easier access to complete event data.

- **Make improvement faster and easier.**
  Simplify the collection, analysis, and sharing of data that can power performance reviews and enhancement.

- **Train more efficiently.**
  Focus training and performance management where it's needed most.

- **Save time on data collection and reporting.**
  Collect information automatically and customize required reports and documentation.

## CODE-STAT in action

**See resuscitation performance at a glance**

- Display CPR metrics visually, according to your targets, for intuitive insight. Dive into moment-by-moment details of an entire event on a graphic, continuous time scale.
- Review interval statistics for the entire resuscitation, broken down by time interval

**Create custom analytics and reporting according to your needs**

- Customize display of the statistics and details you need most, including CPR performance, ECG and EtCO2 waveforms, and CO2 trend data.
- Annotate the stories of each resuscitation event to add context or focus attention on achievements or areas needing improvement.
- Create individual or summary reports.

## Supplier Diversity Statement

At Stryker, we believe that we have a responsibility to proactively engage with the businesses in the communities in which we live and work. As part of that belief, Stryker is committed to partnering with and providing opportunities for Small and Diverse Suppliers. Stryker understands that Small and Diverse Suppliers add value through their innovative and fresh ideas. By identifying and promoting Small and Diverse Suppliers, Stryker is able to deliver world-class products and services that enable healthcare providers to better treat their patients, ultimately aiding those patients in leading more active and satisfying lives.

Stryker is committed to maximizing opportunities for all qualified Small and Diverse Suppliers, maintaining a Global Supplier Diversity Team to develop strategic program initiatives, implement requirements, and interface with internal and external stakeholders. The following overview represents Stryker's continuing efforts toward furthering our partnership with Small and Diverse Suppliers. Additional questions about Stryker's Global Supplier Diversity Program can be directed to the Global Supplier Diversity Team at supplierdiversity@stryker.com.

# Solicitation 1808-255

# Patient Cardiac Care Monitor

# Bid Designation: Public




# Williamson County, Texas

# Bid 1808-255
# Patient Cardiac Care Monitor

| | |
|---|---|
| Bid Number | 1808-255 |
| Bid Title | Patient Cardiac Care Monitor |
| Bid Start Date | Oct 2, 2018 2:54:53 PM CDT |
| Bid End Date | Oct 31, 2018 10:00:00 AM CDT |
| Question & Answer End Date | Oct 24, 2018 4:00:00 PM CDT |
| Bid Contact | Melissa Gurka<br>Purchasing Specialist II<br>512-**943**-3860<br>melissa.gurka@wilco.org |
| Contract Duration | **One Time Purchase** |
| Contract Renewal | Not Applicable |
| Prices Good for | **365 days** |
| Pre-Bid Conference | **Oct 12, 2018 9:00:00 AM CDT**<br>**Attendance is optional**<br>**Location: 3189 Southeast Interloop**<br>**Georgetown, TX** |
| Bid Comments | **Williamson County is seeking sealed proposals from a company to provide patient cardiac care monitors as listed in the specifications of this RFP.** |

**Addendum # 1**

| | |
|---|---|
| New Documents | **Updated RFP Trial Requirements.pdf**<br>**Addendum 1.pdf** |
| Removed Documents | **RFP Trial Requirements 8-23-18.docx** |

**Addendum # 2**

| | |
|---|---|
| New Documents | **Additional Stipulations.pdf** |

**Item Response Form**

| | |
|---|---|
| Item | **1808-255--01-01 -** Total Bid Price |
| Quantity | **1 each** |
| Unit Price | |

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Total bid price.

---

Item **1808-255--01-02 -** Attach all items to this line.

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Attach all items to this line.

5

# PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## WILLIAMSON COUNTY PURCHASING DEPARTMENT
## SOLICITATION 1808-255
Patient Cardiac Care Monitor

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**
**Oct 31, 2018 10:00:00 AM CDT**

**PROPOSAL WILL BE PUBLICLY OPENED:**
**Oct 31, 2018 10:00:00 AM CDT**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

**Williamson County prefers and requests electronic submittal of this Proposal.**

**All electronic proposal must be submitted via:** www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Respondents are strongly encouraged to carefully read this entire RFP.**

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

**Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

# Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

## Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

## Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

## Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor who has a business relationship with local governmental entity.**

N/A

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☒ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

## CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

# PROPOSAL AFFIDAVIT

**This form must be completed, signed, notarized and returned with Proposal package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

| | |
|---|---|
| **Name of Respondent:** | Tim Fernandez |
| **Address of Respondent:** | 11811 Willows Rd NE Redmond, WA 98052 |
| **Email:** | bidsinbox@stryker.com |
| **Telephone:** | 800-442-1142 |
| **Printed Name of Person Submitting Affidavit:** | Tim Fernandez |
| **Signature of Person Submitting Affidavit:** | |

**Cooperative Purchasing Program**

**Check one of the following options below**. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

| | |
|---|---|
| ☒ | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| ☐ | I will not offer the quoted prices to all authorized entities. |

***If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Tim Fernandez (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Tim Fernandez, (*Name of Signer*) am a duly authorized officer of/agent for Physio-Control (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said Physio-Control (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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# Williamson County – Request for Proposal (RFP)

## SECTION 1 - DEFINITIONS

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County –** means Williamson County, a political subdivision of the State of Texas.

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent**– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

# SECTION 2 - RESPONSE FORMAT AND SUBMISSION

## 2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

## 2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

## 2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

## 2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

## 2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

## 2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

## 2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

# SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

## 3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

## 3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

## 3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

## 3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

## 3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

## 3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

## 3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

## 3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

## 3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

## 3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

## 3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

## 3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

## 3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

## 3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## 3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

# SECTION 4 - TERMS AND CONDITIONS

## 4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

## 4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

## 4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

## 4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

## 4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

## 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

## 4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

## 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## 4.11 RIGHT TO AUDIT

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

## 4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

## 4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

## 4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth ($15^{th}$) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

## 4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

## 4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

## 4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

## 4.18 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. 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.

## 4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) 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 RFP, the Contract or any Ensuing Agreement(s) 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 RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

## 4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

## 4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

## 4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

## 4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent 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 the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

## 4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

## 4.25 NO WAIVER OF IMMUNITIES

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

## 4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

## 4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

## 4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

## 4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

## 4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. 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.

## 4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent 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 the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

## 4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

## 4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

## 4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

## 4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

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

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

## 4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

## 4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

## 4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## 4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

## 4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

## 4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

## 4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

# Monitor Attributes

## WCEMS Clinical Practices Requirements

*KEY TO RANK:*

- Required: These attributes are considered highly critical and must be satisfied by the solution offered.
- Expected: These attributes are important to the system; but may, in some cases, be met with other features or work-arounds.
- Desired: These attributes add value to the device.

| ID | Category | Description | Rank |
|---|---|---|---|
| CP01 | Alarms | Programmable audio and visual alerts for parameters out of definable age-specific limits | Required |
| CP02 | Alarms | Specific audio and visual alerts for fatal arrhythmias | Required |
| CP03 | Alarms | Alerts for detached leads | Required |
| CP04 | Alarms | Alert limits that are easily customizable by the medic for each patient | Required |
| CP05 | Alarms | Audible and visual alerts for STEMI based on continuous ST segment monitoring | Expected |
| CP06 | Alarms | Audible and visual alerts based on sudden increases in EtCO2 | Expected |
| CP07 | Alarms | Automatically sends emails to administration when system tests fail | Desired |
| | | | |
| CP08 | Monitor Config | Adjustable amperage & rate transthoracic pacing capability | Required |
| CP09 | Monitor Config | Default alert limits that are configurable, without vendor involvement, prior to or after device deployment | Required |
| CP10 | Monitor Config | System configurable, without vendor involvement, default intervals for measurement of vital signs | Required |
| CP11 | Monitor Config | System configurability of CPR feedback standards (i.e. compression only, adult, child, etc.) | Required |
| CP12 | Monitor Config | Allow integration of specific, system-definable, time-stamped interventions, vital signs, ECGs and other recorded parameters into activity log of variety of ePCRs | Required |
| CP13 | Monitor Config | Record and maintain a minimum of 12 hours of continuous data | Required |
| CP14 | Monitor Config | Automatically performs and records system tests when not in use without user prompting | Desired |
| | | | |
| CP15 | Technical Specs | Support in the following environment, and be user independent (i.e. without user security permission constraints)<br>- VPN Software: Net motion 11.32 or greater<br>- Cradlepoint Mobile Access Point with Verizon 4G/5G<br>- Support for PC with Windows 7 and 10 for any mobile device interface or administrative workstation features<br>- Support for iOS 10.3 for mobile device interface<br>- Support integration with major ePCR software providers<br>Require no user configuration or manipulation and work from one monitor/toughbook combination to the next consistently | Required |

| ID | Category | Description | Rank |
|---|---|---|---|
| CP16 | Technical Specs | Data transfer: Wireless to Cloud over Wi-Fi or LAN connection.<br>- Provide backup mechanism to get monitor data from monitor to the cloud. I.E. load data to a memory card and use a different "interface/mechanism" to upload to the cloud in the event of a wireless card failure on the monitor.<br>This must be achieved without an internal dedicated cell card | Required |
| CP17 | Technical Specs | Wi-Fi___33 capability that automatically finds and joins<br>- authorized networks when available with no user intervention<br>should allow for more than one network configuration at a time | Required |
| CP18 | Technical Specs | Provide for central database of all recorded event data in both individual and aggregate form | Required |
| CP19 | Technical Specs | Provide pre-defined/"canned" reports on CPR quality based on original or modified data files to include the following metrics: event time, excluded time, number of compressions, rate of compressions, average depth of compressions, percent of compressions of adequate depth, percent of compressions with adequate release, flow time, number of ventilations and time of all system defined events | Required |
| CP20 | Technical Specs | No dependence on monitor/Toughbook "pairing" i.e. any combination of monitor/Toughbook may occur with no user intervention required<br>- No dependency on Bluetooth stacks, drivers etc.<br>Note: A true cloud solution addresses this requirement | Required |
| CP21 | Technical Specs | Provide ability to easily export full call data from central database in an industry standard format. May be located on your cloud if hosting model is used.<br>- Must be able to download to a local repository behind the county firewall if no cloud access is available for the central repository for historical analysis<br>In addition, hosted information/data must be protected by industry standard security measures for healthcare / patient data / information | Required |
| CP22 | Technical Specs | Code review software solution which allows for analysis, trending, graphing, and export in standard format (.csv, .txt) of all captured biometric data with the ability for real-time playback of waveforms (ECG, SpO2, EtCO2) for all call types, not just cardiac arrest.<br><br>Additionally: for CPR data includes pre-defined reports on original or modified data files minimally including the following metrics: event time, excluded time, number of compressions, rate of compressions, average depth of compressions, percent of compressions at adequate depth, percent of compressions with adequate release, flow time, number of ventilations, maximum period of compression interruption, number of times compressions were interrupted for more than 10 seconds, and marked events. | Required |
| CP23 | Technical Specs | Call review interface with multi-user access, usable for both Mac and Windows, which allows for ability to annotate case and modify start/end periods of exclusion from analysis. Include the ability to change data and save separately without overwriting original data. | Required |

| ID | Category | Description | Rank |
|---|---|---|---|
| CP24 | Technical Specs | Ability to electronically collate data collected between multiple monitors into one consolidated electronic record.<br><br>An example flow: First responder arrives on-scene with monitor and obtains vital signs and runs a 12-lead ECG. WCEMS Paramedic arrives on-scene with monitor of same brand. Transfer of care occurs between parties and original first responder monitor is turned off and patient is transferred over to WCEMS monitor, moved to truck, and transported. At this point, both monitor's data would need to be collected into one record without manual manipulation. | Required |
| CP25 | Technical Specs | Must be able to integrate with any of the ePCR vendors on EMS side<br>- Support export of 12 lead ECGs in standard image format (.jpg, .pdf) for inclusion with ePCR and viewing without need for additional software<br>- Allow user to specify which parameters/events are printed or transmitted to ePCR<br>- Provide software (Windows and Mac) for analysis of individual calls with real-time replay of all recorded biometrics<br>- Able to transmit 12 lead data to multiple pre-programmed addresses without interfering with ability to view on-screen waveforms<br>- Able to copy all recorded data to flash memory cards (if applicable)<br>For Hospital<br>- Easily transmit 12 lead ECGs to predefined facilities without additional expense or user input<br>Receiving facilities may easily receive 12-lead ECGs without additional cost | Required |
| CP26 | Technical Specs | All software will have multi-user (up to 200 users – 75 concurrent), multi-site licenses | Required |
| CP27 | Technical Specs | Allow remote (over Wi-Fi or LAN connection) inventorying of and changes (without vendor involvement) to the device's (system's)<br>- configuration (all settings and properties)<br>- Example: Remotely see list of all monitors with configuration set to print 12-lead interpretation. Remotely push out change to turn off 12-lead interpretation<br>- status<br>- GPS location (if possible)<br>ability to synchronize internal clock to a standard Navy Reference | Expected |
| CP28 | Technical Specs | Provide password-protected, web-enabled/viewable interface to central data repository | Expected |
| CP29 | Technical Specs | Automatically (without user intervention) transmit data to central data repository for later analysis via (Wi-Fi or Lan connection) – Cloud solution meets this requirement automatically. | Expected |
| CP30 | Technical Specs | Provide ability to review/export second by second data on all recorded channels regardless of call type | Expected |

| ID | Category | Description | Rank |
|---|---|---|---|
| CP31 | Display | Display multiple waveforms (ECG, SaO2, NIBP etc.) simultaneously | Required |
| CP32 | Display | Display waveform and quantitative measurements of EtCO2 | Required |
| CP33 | Display | Record and display Sp02 with probes for all age ranges of patients | Required |
| CP34 | Display | Simultaneously display multiple biometric parameters, at a minimum ECG, HR, SaO2, EtCO2 and BP | Required |
| CP35 | Display | Display that is color capable and glare resistant with wide angle of viewing | Required |
| CP36 | Display | Calculate and display mean arterial pressure (MAP) | Required |
| CP37 | Display | Display waveform and quantitative measurements of SpO2 | Required |
| CP38 | Display | Record and display both side-stream and in-line EtCO2 | Required |
| CP39 | Display | Continuously and automatically monitor ST segments for changes while leads are attached without requiring a specific 12 lead to be obtained | Expected |
| CP40 | Display | Display underlying ECG rhythm during ongoing chest compressions with compression artifact filtered out | Expected |
| CP41 | Display | Display all 12 leads of an ECG on the screen simultaneously | Expected |
| CP42 | Display | Display and print waveform and quantitative carbon monoxide values | Expected |
| CP43 | Display | Display that offers both day and night configuration | Expected |
| CP44 | Display | Monitor, record and display invasive blood pressure values | Desired |
| | | | |
| CP45 | General | Monitor, record and display accurate and vibration resistant Non-Invasive Blood Pressure (NIBP) with patient in vehicle both at rest and in motion | Required |
| CP46 | General | Biphasic waveform defibrillation via hands-free multi-function pads with adult and pediatric capability | Required |
| CP47 | General | Acquire, record and interpret 12 lead ECGs | Required |
| CP48 | General | Provide real time feedback to user on the following CPR metrics: compression/ventilation rate, compression depth and recoil, no-flow time and compression time | Required |
| CP49 | General | Provide audible and visual feedback, with correction instructions, when CPR metrics fall outside of system defined limits (compress faster, etc.) | Required |
| CP50 | General | Ability to safely discharge energy while connected to a patient; but, without delivering a charge.<br>- Example: to allow for pre-charge while performing compressions and then discharge after rhythm check if the patient does not require defibrillation. | Required |
| CP51 | General | Provide synchronized cardioversion at multiple energy levels | Required |
| CP52 | General | Pacing capability with fixed, demand and overdrive modes | Required |
| CP53 | General | Monitor capability to detect and indicate presence of internal pacemaker | Required |
| CP54 | General | Provide system-definable event record buttons for quick use during patient care | Required |
| CP55 | General | Print 12 lead ECGs in 4X3 format with interpretation and segment/interval measurement (including ST segments for all 12 leads) | Required |
| CP56 | General | Provide data on sensitivity and specificity of STEMI analysis algorithms | Required |
| CP57 | General | Provide variety of BP cuffs for all age ranges from neonate to adult and bariatric patients | Required |
| CP58 | General | Audio recording | Expected |
| CP59 | General | Monitor CPR metrics with the use of automated CPR devices | Expected |

| ID | Category | Description | Rank |
|---|---|---|---|
| CP60 | General | Monitor, record and display carbon monoxide levels non-invasively | Expected |
| CP61 | General | Monitor, record and display continuous esophageal temperature values | Expected |
| CP62 | General | Print 12 lead ECGs on large format paper | Desired |
| CP63 | General | Print event summary with customizable components | Desired |
| CP64 | General | Print device system test results | Desired |
| CP65 | General | Print summary of vital signs/biometric values | Desired |

# Monitor Attributes
# WCEMS Field Requirements

*KEY TO RANK:*

- Required: These attributes are considered highly critical and must be satisfied by the solution offered.
- Expected: These attributes are important to the system; but may, in some cases, be met with other features or work-arounds.
- Desired: These attributes add value to the device.

| ID | Category | Description | Rank |
|---|---|---|---|
| F01 | Case, Power, Cables | Case provides ample cable management solutions that provide ease of access and protects cables from wear/damage | Required |
| F02 | Case, Power, Cables | Case provides effective storage for reusable consumables such as pulse ox probes, additional sizes of NIBP cuffs, 12-leads, 4-leads, etc. | Required |
| F03 | Case, Power, Cables | Patient monitoring devices are easy to access to swap out (i.e. assorted NIBP cuffs, pulse ox probes, etc.) | Required |
| F04 | Case, Power, Cables | Cable attachment points/printer are easy to access with case in place | Required |
| F05 | Case, Power, Cables | Cables are rugged and withstand high usage without damage | Required |
| F06 | Case, Power, Cables | Monitor when in case and loaded with required accessories, remains easy to carry and lightweight | Expected |
| F07 | Case, Power, Cables | Handle shape is comfortable to carry by hand with case fully loaded | Expected |
| F08 | Case, Power, Cables | Case has shoulder strap option | Expected |
| F09 | Case, Power, Cables | Monitor has the option of attaching to a safety mount inside of EMS unit without removing from case | Expected |
| F10 | Case, Power, Cables | Case provides effective, organized areas for system required one use consumables such as MFP's, spare paper, end tidal CO2 tubing, oxygen tubing, MFPs, additional pulse ox probes, etc. | Expected |
| F11 | Case, Power, Cables | Cable's port positioning provides protection for cable insertion point while secured in case | Expected |
| F12 | Case, Power, Cables | Monitor battery solution will last through heavy usage over a 24-hour shift | Expected |
| F13 | Case, Power, Cables | Case has an option to convert to backpack style carrying | Desired |
| F14 | Case, Power, Cables | Monitor has a solution for mounting at the foot of a Stryker stretcher for safety and visibility without removing from case | Desired |
| F15 | Case, Power, Cables | Monitor batteries are easy to access for change out while monitor is in case | Desired |
| | | | |
| F16 | Alarms | Ability for user to temporary modified alert limits for each patient | Required |
| F17 | Alarms | Ability for user to temporarily modify default alarms by selecting age group | Required |
| F18 | Alarms | System set programmable audio and visual alerts for parameters by definable age-specific limits | Required |
| F19 | Alarms | Alerts for detached leads | Required |
| F20 | Alarms | Specific audio and visual alerts for fatal arrhythmias | Required |
| F21 | Alarms | Ability for user to easily adjust vital sign intervals on the fly as needed | Required |
| F22 | Alarms | Ability to filter artifact from data allowing for display and record of highly accurate data whether stationary or in-motion | Required |
| F23 | Alarms | Alarm sound that is customizable to be different for sensor error alert vs patient alarm | Expected |
| F24 | Alarms | Alarms which can filter out artifact to minimize unnecessary alarms on preset perimeters | Expected |

| ID | Category | Description | Rank |
|---|---|---|---|
| F25 | Alarms | Ability for user to fine tune ECG readings to account for wandering baseline and artifact while monitoring | Desired |
| F26 | Alarms | Audible and visual alerts for STEMI based on continuous background ST segment monitoring | Desired |
| F27 | Alarms | Audible and visual alerts based on sudden increases in EtCO2 | Desired |
| F28 | Alarms | Detect CPR in progress and alert user to move to CPR mode | Desired |
| | | | |
| F29 | Display | Large, color capable, glare resistant display which allows for wide angle viewing | Required |
| F30 | Display | Simultaneously display multiple biometric parameters, at a minimum ECG, HR, SaO2, EtCO2 and BP | Required |
| F31 | Display | Easily change between monitor functions such as monitoring, CPR, Pacing, etc. | Required |
| F32 | Display | Display all 12 leads of an ECG on the screen simultaneously | Expected |
| F33 | Display | User able to easily view vital sign trends while continuing to see active monitoring | Expected |
| F34 | Display | Display that offers both day and night configuration | Desired |
| | | | |
| F35 | CPR | CPR dashboard display with easy to view CPR feedback | Required |
| F36 | CPR | Easily pause/restart CPR mode (in case of ROSC and re-arrest) | Required |
| F37 | CPR | Visual and audible CPR coaching with ability to toggle voice/no voice | Required |
| F38 | CPR | Ability to filter out compressions displaying underlying ECG rhythm | Expected |
| | | | |
| F39 | 12-Lead | Ability for user to easily change between leads displayed on screen | Required |
| F40 | 12-Lead | Print 12 lead ECGs in 4X3 format with interpretation and segment/interval measurement (including ST segments for all 12 leads) | Expected |
| F41 | 12-Lead | Visual marker for j-points on 12-leads | Desired |
| F42 | 12-Lead | Ability for user to easily change printer speed on the fly | Desired |
| | | | |
| F43 | Printing | Ability for user to configure monitor printing of full data record by end user specified categories (i.e.: HR, 12 leads, marked events, EtCO2) at specified data interval time (eg: 1min, 2min, 5min, 10min) | Expected |
| F44 | Printing | Ability to easily mark events, capture, and print with 5-15 sec record of element prior to mark (i.e.: EtCO2 sudden increase, 4-lead prior to rhythm conversion) | Expected |
| F45 | Printing | Ability to easily access location of printer paper to access printouts and change paper rolls | Expected |
| F46 | Printing | Built in printer | Expected |
| F47 | Printing | On user request, print by default baseline vital signs at user selected intervals (1 min, 2min, 5 min, 10min) (i.e.: HR, SaO2, EtCO2, BP, RR) | Desired |
| | | | |
| F48 | Configuration | Ability for end user to view all data collected for a call electronically in an easy to navigate call review format | Required |
| F49 | Configuration | User able to load data file from monitor to ESO software with minimal steps | Required |
| F50 | Configuration | User able to switch to a simple back-up solution to load call data into ESO if primary data transfer fails. | Required |
| F51 | Configuration | Monitor automatically performs, records, and provides results to admin of defined system tests without end user intervention | Desired |

# Price Sheet

- Total estimated units to be purchased: **30**
- If awarded contract, product delivery to specified WCEMS address would be no later than: **September 16, 2019**
- Estimated date of contract award notification**: June 18, 2019**

**Base model pricing to include below listed complete kit and all options:**

- Cardiac monitor
- 3 Batteries
- Monitor case and straps
- Monitor Printer
- Network connectivity
- External media storage device (i.e. flash drive, SD card)
- Therapy cable
- 12 Lead ECG Cable
- 4 Lead Cable
- CPR Sensor/metronome and associated cables
- Set of reusable NIBP cuffs and associated cables/adapters
    - Size: bariatric, adult large, adult regular, adult small, pediatric, neonate
- Pulse ox probes and required associated cables/adapters
    - Reusable: adult, pediatric
- Surface temperature probe and associated cables/adapters (if applicable)
- Carbon monoxide probe and associated cables/adapters (if applicable)
- Test load

**Additional Pricing Requirement:**

- 10 total additional batteries
- 20 software and multi-user licenses (if applicable)
- On-site training for train the trainer super users
- Battery charging station:
    - If battery is compatible with CadEx charging system: 2 units
    - If battery is compatible but requires adapter for CadEx charging system: 50 units plus 2 full units
    - If battery is not compatible with CadEx charging station, provide cost of charging station: 22 units

**Warranty:**

- 1-year parts and service agreement
- All warranty work must be completed at our facility
- Additional option to renew yearly for a length of up to 5 years at the original contract price

**Trade-In Credits:**

- What is the trade in value you would offer on the Philips MRX (29 total)
- If your battery is not compatible with the CadEx charging station, would you provide a credit for our current 20 units? (20 total)

# Weighted Evaluation Criteria

33.4% Price
33.3% Clinical Practices Requirements and Trial
33.3% Field Services Requirements and Trial

## Field Trial Data

**Total Required Monitors**

- Each monitor should have full base kit included as well as enough recommended consumable products to support the full length of trial
- 6 for WCEMS
- 1 for WCEMS Clinical Practice
- 1 for Round Rock Fire Department
- All monitors/extra supplies will be available for return a week following trial's end

**Trial Dates (43 Days Each):** Day 1-monitor config/testing, Day 2-4 training, Day 5-39 field testing

- Trial A: Dec 10-Jan 21
- Trial B: Feb 4-Mar 18
- Trial C: Apr 1-May 13

**Point of Contacts:**

- Singular point of contact during entire RFP process to communicate with WCEMS Project Manager
- Point of contact, escalation process available 24/7 during trial to help troubleshoot and provide immediate end user support to resolve immediate and non-urgent issues

**Technical integration:**

- At a minimum 30 days prior to trial, provide WCEMS with access to vendor technical personnel required to answer questions, create timeline, and design solution for testing and trial
- Seven Days Prior: Have a control ECG Monitor for preparation and trial-period troubleshooting
- (Coinciding with "Trial Dates" above), 96 hours prior to beginning of field evaluation, access to vendor technical subject matter experts for completion of monitor and environment (cloud, ePCR) configuration.

**Pre-Trial Training by Vendor:**

- In-person with no expectation of on-line training required
- Day 2-4 of each trial period
- Hold two classes per day for trial participants
    - 9-12pm and 1-4pm
- What is the lead time required to schedule your trainer?

WILLIAMSON COUNTY
1848

# ADDENDUM NO. 1

Date: **October 12, 2018**

Owner: **Williamson County, Texas**

Project Name: **Patient Cardiac Care Monitor**

Project No: **1808-255**

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated October 2, 2018.

**DESCRIPTION OF ADDITION OR CHANGE:**

1) Added Pre-Bid Conference Sign-In Sheet (1 page).
2) Added questions received during Pre-Bid Conference with responses (3 pages).
3) Added Updated RFP Trial Requirements and removed previous document.

This addendum consists of 4 pages (including this sheet).

Melissa Hurka
Approved by Purchasing

**END**

# WILLIAMSON COUNTY
# PRE-PROPOSAL SIGN IN SHEET

## Patient Cardiac Care Monitor

**October 12, 2018 9:00 am RFP 1808-255**

**WILLIAMSON COUNTY REPRESENTATIVE(S):** Melissa Gluka

****PLEASE PRINT****



| NAME | COMPANY NAME | EMAIL ADDRESS (or Business CARD) |
|---|---|---|
| Luis Sanchez | ZOLL MEDICAL | LSanchez@zoll.com |
| Ryan Gnulke | ZOLL | rgnulke@zoll.com |
| Laura Castleberry | ZOLL | lCastleberry@zoll.com |
| Chad Lewis | Physio-Control | Chad.lewis@stryker.com |
| | | |
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| | | |

# RFP 1808-255

## Patient Cardiac Care Monitor

## Optional Pre-Proposal Conference

## 10.12.2018 at 9:00AM

Questions and Responses:

Question: What should the package price include? Do we include the Required, Expected, Desired as part of the package price?

- **Wilco Response: We do not want line item pricing for items included in the package price. We would like a package price which is all inclusive. You may list what is included in the package price such as the audio feature; but, we do not want to see the line item cost of this. If you answer "yes" to a required, expected or desired item, it should be included in the pricing.**

Question: Batteries are a large expense and degrade overtime if not rotated through charging. Where will the additional 20 batteries be stored and utilized?

- **Wilco Response: They will be located at central stocking stations and clinical practices. They will be used and rotated into use per operational guidelines.**

Question: If our batteries do not work with CadEx and there is not an adapter how will this be reflected in pricing?

- **Wilco Response: Follow the specifications in the RFP Pricing Sheet. You may specify an amount for trade-in value.**

Question: Do we include pricing for disposable items in the package price.

- **Wilco Response: No. Any special pricing for items such as disposable pulse ox probes, electrodes, end tidal, etc. would follow a different pricing process.**

Question: Are you defining SPO2 and PulseOx differently?

- **Wilco Response: No, consider them one in the same for this purpose.**

Question: Will WCEMS want to transmit 12-leads to hospital locations or require bedside transmission abilities.

- **Wilco Initial Response: No.**
- **After further review, it has been determined that yes, the monitor will need to have the ability to transmit 12-leads. The state is mandating that we must have a monitor that has the ability to transmit a 12-lead by 2020, thus the change.**

Question: Will you clarify the cloud solution expected?

- **Wilco Response: Must not require use of blue tooth or cable to transmit data. Solution must be able to connect to a WiFi to transmit call data to your cloud solution. WCEMS will work with our ePCR vendor to ensure we are able to pull data back out of the cloud.**

Question: What type of WiFi solutions does WCEMS have?

- **Wilco Response: Answer: In the ambulance, we use Cradlepoint and Verizon which are outside of the county firewall. In the stations, we utilize the county intranet WiFi Meraki which are behind the county firewall.**
- **As a government entity we have unlimited bandwidth; but, are capped and therefore need an understanding of how much data on average your product utilizes. Please include your average file size for a typical call with cardiac monitoring as well as your**

**average file size for a significant event such as a cardiac arrest. For those products which may be able to capture audio, how much would this increase the file size.**

Question: Who is the POC for this project?

- **Wilco Response: Melissa Gurka in Purchasing. During trial, Kirsti Elias will be the project manager and key point of contact for all correspondence.**

Question: What is the last day for questions?

- **Wilco Response: October 24, 2018 (Wednesday).**

Question: Does WCEMS want financing options?

- **Wilco Response: No, this is a one-time purchase.**

**Meeting was adjourned at 9:45AM**

# Additional Stipulations

## 1 Additional Stipulations

### 1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

### 1.2 Price Proposal

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

**Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.**

### 1.3 Proposal Evaluation and Selection

#### 1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

**Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character,**

**responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."**

### 1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

### 1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

### 1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

### 1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

### 1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and

expectations **for** satisfactory performance of the services requested herein will be met.

**All contact during the evaluation phase shall be through the Williamson County Purchasing Department only**. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

## 1.4 Technical Contact

Mike Knipstein, EMS Director (or successor), Williamson County, 3189 SE Inner Loop, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

## 1.5 Initial Contract Term

This is a one time purchase with no options to renew.

## 1.6 Contract Extensions

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

## 1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

**Successful Respondent must comply with the following insurance requirements at all times during this Contract:**

**A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)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.** Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
**4.** Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

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

**C. Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Successful Respondent 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, Successful Respondent 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 Successful Respondent 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.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent 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 Successful Respondent, 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 Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), 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 to:

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

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 Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

## 1.8 Tentative Schedule

| Event | Date | Time |
|---|---|---|
| RFP released in BidSync | October 2, 2018 | |
| Deadline for RFP questions | October 24, 2018 | 4:00PM |
| RFP final responses due | October 31, 2018 | 10:00AM |
| Evaluation Committee Meeting – Final Selection of Vendors for Trial | November 8, 2018 | |
| Contract awarded | June 18, 2019 | |
| Contract effective date | June 18, 2019 | |

# Question and Answers for Bid #1808-255 - Patient Cardiac Care Monitor

## Overall Bid Questions

**Question 1**

Can you please provide your Cooperating Agencies within your Primary Service Area? **(Submitted: Oct 23, 2018 12:37:27 PM CDT)**

**Answer**

- City of Georgetown
City of Round Rock
City of Hutto
City of Leander
City of Taylor
City of Cedar Park
City of Pflugerville
City of Austin
Hutto ISD
Round Rock ISD **(Answered: Oct 24, 2018 8:50:06 AM CDT)**

**Question 2**

Is the bid bond required by the time of award, or would you require the bond with our proposal? **(Submitted: Oct 23, 2018 12:38:50 PM CDT)**

**Answer**

- Bid bond is due at the time of proposal submission. **(Answered: Oct 24, 2018 8:49:21 AM CDT)**

**Question Deadline: Oct 24, 2018 4:00:00 PM CDT**

# Section 2

**Physio-Control, Inc**
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To

WILLIAMSON CTY EMS
Attn: John Gonzales, Commander, Clinical Practice
321 W 8TH ST
GEORGETOWN,TX 78627
(512) 943-1491 /c512-966-8972
jgonzales@wilco.org

| | |
|---|---|
| Quote Number | 00147692 |
| Revision # | 1 |
| Created Date | 10/24/2018 |
| Sales Consultant | Chad Lewis<br>(210) 884-0891<br>chad.lewis@physio-control.com |
| FOB | Redmond, WA |
| Terms | All quotes subject to credit approval and the following terms and conditions |
| NET Terms | NET 30 |
| Expiration Date | 12/31/2018 |

| Product | Product Description | Quantity | List Price | Unit Discount | Unit Sales Price | Total Price |
|---|---|---|---|---|---|---|
| 99577-001958 | LIFEPAK 15 V4<br>Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth, Temp<br>INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, N-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000290 INCLUDED. HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED. | 1.00 | 37,000.00 | -9,250.00 | 27,750.00 | 27,750.00 |
| 11140-000015 | AC power cord | 1.00 | 83.00 | -20.75 | 62.25 | 62.25 |
| 11140-000052 | LP15 REDI-CHARGE Adapter Tray | 1.00 | 211.00 | -52.75 | 158.25 | 158.25 |
| 11141-000115 | REDI-CHARGE Base (power cord not included) | 1.00 | 1,555.00 | -388.75 | 1,166.25 | 1,166.25 |
| 11160-000011 | NIBP Cuff-Reusable, Infant | 1.00 | 22.00 | -5.50 | 16.50 | 16.50 |
| 11160-000013 | NIBP Cuff-Reusable, Child | 1.00 | 25.00 | -6.25 | 18.75 | 18.75 |
| 11160-000015 | NIBP Cuff-Reusable, Adult | 1.00 | 31.00 | -7.75 | 23.25 | 23.25 |
| 11160-000017 | NIBP Cuff -Reusable, Large Adult, Bayonet | 1.00 | 34.00 | -8.50 | 25.50 | 25.50 |
| 11160-000019 | NIBP Cuff-Reusable, Adult X Large | 1.00 | 49.00 | -12.25 | 36.75 | 36.75 |
| 11171-000049 | Rainbow DCI Adt Reusable Sensor, 1/box | 1.00 | 640.00 | -160.00 | 480.00 | 480.00 |
| 11171-000050 | Rainbow DCIP Pedi Reusable Sensor, 1/box | 1.00 | 705.00 | -176.25 | 528.75 | 528.75 |
| 11220-000028 | Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15 | 1.00 | 59.00 | -14.75 | 44.25 | 44.25 |
| 11260-000039 | LIFEPAK 15 Carry case back pouch | 1.00 | 84.00 | -21.00 | 63.00 | 63.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 11577-000002 | LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device | 1.00 | 327.00 | -81.75 | 245.25 | 245.25 |
| 11600-000030 | CODE-STAT 11 DATA REVIEW SEAT LICENSE | 1.00 | 2,760.00 | -690.00 | 2,070.00 | 2,070.00 |
| 11996-000359 | Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20) | 1.00 | 146.00 | -36.50 | 109.50 | 109.50 |
| 21330-001176 | LP 15 Lithium-ion Battery 5.7 amp hrs | 3.00 | 479.00 | -119.75 | 359.25 | 1,077.75 |
| 21996-000109 | Titan III – WiFi Gateway | 1.00 | 1,035.00 | -258.75 | 776.25 | 776.25 |
| 80596-000003 | TrueCPR Coaching Device<br>Includes TrueCPR device, USB cable for data download, 2 batteries and Instructions for Use. Limited one year warranty. | 1.00 | 1,795.00 | -448.75 | 1,346.25 | 1,346.25 |
| LP15-OSCOMP-1-POS-UP | LIFEPAK 15 Service - 1 YEAR. On-site Comprehensive Coverage. Up Front Payment.<br>Includes:<br>-Services performed at customer's location by a Physio-Control Technical Specialist<br>-Parts and labor necessary to restore device to original specifications<br>-Annual Preventive Maintenance and inspections including quality assurance documentation<br>-Discounts on accessories, disposables, and upgrades<br>-Updates to the latest software version<br>-Preconfigured loaner device provided if needed<br>-Battery Replacement Service | 1.00 | 1,764.00 | -176.40 | 1,587.60 | 1,587.60 |
| Trade-in product | Trade in of Philips MRx towards the purchase of Lifepak 15 | 1.00 | 0.00 | 0.00 | -5,000.00 | -5,000.00 |

| | |
|---|---|
| Subtotal | USD 32,586.10 |
| Estimated Tax | USD 0.00 |
| Estimated Shipping & Handling | USD 185.00 |

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

| | |
|---|---|
| Grand Total | USD 32,771.10 |

**Pricing Summary Totals**

| | |
|---|---|
| List Price Total | USD 49,762.00 |
| Total Contract Discounts Amount | USD -176.40 |
| Total Discount | USD -11,999.50 |
| Trade In Discounts | USD -5,000.00 |
| Tax + S&H | USD 185.00 |

**GRAND TOTAL FOR THIS QUOTE**

USD 32,771.10

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

**- OR –**

**Required information if no Purchase Order is provided**

| **Billing Address** ☐ same as address on quote | **Shipping Address** ☐ same as Billing Address |
|---|---|
| Account Name | Account Name |
| Address | Address |
| City | City |
| State / Zip Code | State / Zip Code |
| **Accounts Payable Contact Information** | |
| Accounts Payable Contact | Accounts Payable Phone Number |
| Accounts Payable Email | **Customer is Tax Exempt?** ☐ **Yes** ☐ **No** |
| **Authorized Customer Signature** | |
| Name | Signature |
| Title | Date |

**Optional information:**

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number RS/19773001/168456

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than $200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at http://www.physio-control.com/Documents/. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

**Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

**Service Plans**. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at http://www.physio-control.com/ServicePrograms.aspx for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

**Cancellation**. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

**Additional Terms for Purchase and Sale of Software Licenses and Software-as-Service.**
In addition to the General Terms above, software and software-as-service is licensed (not sold) pursuant to the following terms:
**Licenses**. Upon full payment, Physio will grant to Buyer the licenses to the software and/or software-as-service ordered by Buyer according to the applicable End User License Agreement or Software-As-Service Agreement. The duration of each license is the term of the subscription purchased by Buyer.

**Additional Terms Regarding Wireless Enabled Devices.**
In addition to the General Terms above, the data services provided by a third party are pursuant to the following terms:
**Payments.** Payments to Physio are non-refundable as they are incorporating into the pricing of the connected devices.
**Geolocation**. Buyer is responsible for maintaining the actual location of the devices within their facilities, property or buildings.
**Not Wireless Provider.** Physio has contracted with an outside data services provider for the provision of services on behalf of Buyer. Physio is not a telecommunications services company nor does it possess any telecommunications personal property.
**Security**. Buyer has the sole responsibility for ensuring the security of its network and data. Buyer will take reasonable measures to protect against unauthorized access.
**No Guarantee**. **PHYSIO DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED**. Physio is not responsible for any consequential damages caused in any way by Buyer's hardware, software, network or other Buyer responsibilities.

**Additional Terms for Purchase and Sale of Software Implementation Services.**
In addition to the General Terms above, the following terms apply to all purchases of Software Implementation Services from Physio:
**Physio's Duties.** Physio agrees to make commercially reasonable efforts to: (i) commence implementation of all applicable software in accordance with a mutually agreed upon schedule; (ii) diligently perform the implementation process in a professional and workmanlike manner; (iii) provide the training associated with purchased subscriptions, components and/or software; and (iv) provide access to technical support.
**Buyer's Duties.** Buyer agrees to make commercially reasonable efforts to: (i) cooperate with and reasonably assist Physio in the implementation process; (ii) have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule.
**Completion of Implementation.** Implementation is complete when Buyer is able to transmit/receive data through the implemented software.
**Fees and Billing.** Upon implementation, Physio shall provide Buyer with an invoice setting forth the amount due. If implementation is delayed by more than six (6) months, solely due to Buyer's delay, Physio reserves the right to invoice prior to implementation. Payment is due thirty (30) days after receipt of invoice.
**Confidential Information**. In the course of performing Implementation Services, each party may receive, be exposed to or acquire confidential and/or proprietary information of the other party ("Confidential Information"). All Confidential Information disclosed by a party will bear a legend "Confidential," "Proprietary" or words of similar import. All Confidential Information disclosed by a party in any manner other than in writing will be preceded by an oral statement indicating that the information is Confidential Information. Each party agrees to take reasonable steps to protect the other party's Confidential Information, including not disclosing it to third parties except as otherwise permitted. The restrictions and obligations upon the parties concerning confidentiality shall not apply to any portion of the Confidential Information of either party which: (a) is or becomes publicly available to the receiving party through no fault of such receiving party; or (b) can be reasonably demonstrated to have been known to or hereafter developed by the receiving party independently of any disclosure of Confidential Information by the disclosing party; or (c) is disclosed to the receiving party by a third party who, to the best of the receiving party's knowledge, is lawfully in possession of the same and has the right to make such disclosure.
**Warranties**. Physio represents and warrants that it will provide the Services in a professional and workmanlike manner consistent with good industry standards and practices. Physio warrants that the Service will perform in all material respects for a period of three (3) months after implementation. As Buyer's sole and exclusive remedy and Physio's entire liability for any breach of the foregoing warranty, Physio will re-perform the Services, or, if Physio is unable to do so, return the fees paid to Physio for such deficient Services. Except as specifically set forth herein, Physio expressly disclaims any and all warranties with respect to the services, **INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT**. Physio does not warrant that the services will be uninterrupted or error-free.
**Exclusions and Limitations of Liability**. In no event shall Physio be liable to Buyer or other employee, contractor or agent for any indirect, incidental, special, or consequential damages arising in connection with this agreement (whether in warranty, contract or tort, including negligence, and even if Physio has been advised of the possibility thereof), including without limitation medical expenses, loss of revenue or profits; or damages resulting from interruptions in or unavailability of telecommunications or Internet connections to the service, or from the impact of the services on any Buyer system.
**PHYSIO'S TOTAL LIABILITY TO BUYER FOR DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND OTHERWISE ARISING UNDER THIS AGREEMENT REGARDLESS OF THE BASIS UNDER WHICH BUYER IS ENTITLED TO CLAIM DAMAGES (INCLUDING BREACH, NEGLIGENCE, OR ANY OTHER CONTRACT OR TORT CLAIM) SHALL NOT EXCEED THE FEES DUE HEREUNDER. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

# Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

a) Physio-Control shipped the product in error;

b) Customer received the product after the product's expiration date;

c) Customer received the product in a damaged condition;

d) The product is recalled and must be removed from the market; or

e) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Physio-Control will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

**For further information, please contact Physio-Control at 800.442.1142 or visit our website at www.physio-control.com.**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/21/2018

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

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

**Holder Identifier :**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Aon Risk Services Central, Inc.<br>Grand Rapids MI Office<br>50 Louis Street NW<br>Suite 200<br>Grand Rapids MI 49503 USA | PHONE (A/C. No. Ext): (616) 456-5366 | FAX (A/C. No.): (616) 456-7451 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Stryker Corporation & Subsidiaries<br>2825 Airview Boulevard<br>Kalamazoo MI 49002 USA | INSURER A: Old Republic Insurance Company | 24147 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570070020358 **REVISION NUMBER:**

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

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | MWZY 312747 | 02/01/2018 | 02/01/2019 | EACH OCCURRENCE | $5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | | | | | | | MED EXP (Any one person) | Excluded |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $5,000,000 |
| | | | | | | | | |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY<br>X Phys-Dmge-Self Insd | | | MWTB 312744 | 02/01/2018 | 02/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | $2,000,000 |
| | | | | | | | BODILY INJURY ( Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | **UMBRELLA LIAB** / OCCUR<br>**EXCESS LIAB** / CLAIMS-MADE<br>DED / RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | | | | | | | | |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | MWC 312743 00<br>AOS | 02/01/2018 | 02/01/2019 | X PER STATUTE / OTH-ER | |
| A | | | | MWXS 312745<br>Excess wc - MI | 02/01/2018 | 02/01/2019 | E.L. EACH ACCIDENT | $2,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | $2,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $2,000,000 |
| | | | | | | | | |

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

Physio-Control, Inc. and its affiliated companies are named under the referenced policy(s).

Evidence of Coverage

**Certificate No :** 570070020358

**CERTIFICATE HOLDER**

Physio-Control International, Inc.;
Physio-Control, Inc.
11811 Willows Road NE
PO Box 97006
Redmond WA 98073 USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

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# Section 3

# LIFEPAK® 15 Monitor/Defibrillator

stryker

# By The Numbers

## Empowering great teams with a better device

More than **35** enhancements over prior generation device that improve the performance of lifesaving systems in **5** key ways:

- Better CPR quality
- Better airway management
- Improved STEMI care
- Enhanced durability
- Greater operational effectiveness

## Designed to be LIFEPAK TOUGH™

Rigorous testing ensures the LIFEPAK 15 withstands the harshest environments:

- Dropped on **six** sides onto a steel plate from **30**" high, without bags
- **2", 1.2 lb.** steel ball dropped onto enclosure, connectors, keypads, and display
- **5 lb.** steel impact weight dropped to impact each side of therapy connector
- **IP44**, protection from objects **1mm** in diameter or larger
- Cable impulse pull testing – **90** impulses at up to **8.8 ft.-lbs.** on therapy and ECG cables

## Smart power management

**Two battery** system provides up to **six hours** of uninterrupted monitoring.

## Legacy of Lifesaving

**9th generation** LIFEPAK device designed for EMS. Physio-Control has been making lifesaving tools for lifesaving teams for **six decades**.




## Powerful therapy

The highest escalating energy available, up to **360J** biphasic, for difficult-to-defibrillate patients.

## Proven CPR guidance

Metronome and voice prompts—shown to guide responders to perform compressions at **100/minute** and avoid over-ventilation.[3]

## Advanced monitoring capabilities

The **1st** monitor/defibrillator to incorporate Masimo rainbow SET® technology to noninvasively monitor SpCO and SpMet.

## Confident, reliable therapy delivery

Defibrillation therapy circuit is proven on over **150,000** LIFEPAK devices; **tens of thousands** of lives saved.

## Trusted, Proven 12-lead algorithm

The Glasgow ECG Analysis Program has almost **40 years** of history, over **100** published articles, and is widely considered to be one of the top ECG interpretive algorithms in the world.

- Includes interpretive statements for all ages, down to **one day old**[1]

The only commercially available monitor/defibrillator that continuously monitors **all 12 leads** in the background and alerts to changes using ST-Segment trend monitoring.

## Easy to use

More than **20** dedicated, clearly labeled buttons put all key functionality at only **one button-push**; no complicated soft keys or submenus

## Best full-glare view in the industry

Switch to high-contrast SunVue™ mode with only **one button-push**.

## Front-facing printer

**100mm** printer is **25% larger** than competitive device.[4]

## Maximum screen visibility

**59% larger screen** than competitive device;[4] **8.4**" diagonal screen, anti-reflective display designed to be read from across the ambulance, on the scene, or across the hospital room.

## Reliable, rapid data transmission

Cloud-connected through the LIFENET® System for **4** key reasons:

- Transmit emergent patient data to the hospital
- Rapid export of monitor data to cloud-connected ePCR platforms
- Export CPR quality data to CODE-STAT™ software for QA/QI and feedback to care teams
- Export device health and readiness data to the LIFENET Asset Management System Simple **3-step** transmission process; Over **1,000,000** transmissions monthly via the LIFENET System, with **99.99%** uptime.[2]

Makes lifesaving easier

References:

1. Macfarlane PW, Coleman EN, Devine B, et al. A new 12-lead pediatric ECG interpretation program. J Electrocardiol. 1990;23(suppl):76-81
2. Annual uptime as of October 2017
3. Kern KB, Stickney RE, Gallison L, Smith R. Metronome improves compression and ventilation rates during CPR on a manikin in a randomized trial. *Resuscitation*. 2010;81:206-210
4. Physio-Control internal observation (Jan 2015)

**All claims valid as of January 2018.**

**Physio-Control is now part of Stryker.**

**For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com**

**Physio-Control Headquarters**
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

**Customer Support**
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

**Physio-Control Canada**
**Physio-Control Canada Sales, Ltd.**
45 Innovation Drive
Hamilton, ON
L9H 7L8
Canada
Toll free 800 895 5896
Fax 866 430 6115

**Physio-Control, Inc.**, 11811 Willows Road NE, Redmond, WA 98052 USA

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# Evolution of the device

From its initial launch to its latest release in 2015, the LIFEPAK 15 monitor/defibrillator has evolved to add new features and functionality with the goal of empowering great teams with a better device. Here are some highlights of what has changed on the LIFEPAK 15 monitor/defibrillator over time.

### Internal architecture refinements

Updated internal components have contributed to a 1.4lb (7%) weight reduction while not sacrificing the LIFEPAK TOUGH™ reliability standards at the core of the device.

### Enhanced data software

Capture all displayed waveforms for review in CODE-STAT™ data review software.

### Nellcor™ pulse oximetry compatibility

Allows for the use of Nellcor™ $SpO_2$ sensors to help with standardization.

### LIFENET® Asset integration

Centralized reporting of device health, battery status, device usage, and configuration.

### Continuous temperature monitoring

Continuous monitoring and trending of body temperature using multiple probe types, including esophageal/rectal, Foley catheter, and skin probes.




### AC/DC Power

Continuous power and battery charging with AC or DC power adapter and optional extension cable with breakaway connector to allow for rapid movement.

### Enhanced AED analysis algorithm

Improved accuracy and shock decisions for patients with implantable devices.

### Capture impedance from any lead

Real-time capture of impedance for post-event review of CPR statistics, regardless of displayed ECG lead.

### Keypad improvements

Enhanced tactile feedback and improvements to make the keypad even more durable.

### STJ values on 12-lead printout

Helps identify changes in ST elevation or depression without the need to measure or count blocks.

Empowering great teams with a better device

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**Physio-Control, Inc.**, 11811 Willows Road NE, Redmond, WA 98052 USA



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PHYSIO CONTROL

PRODUCT BROCHURE

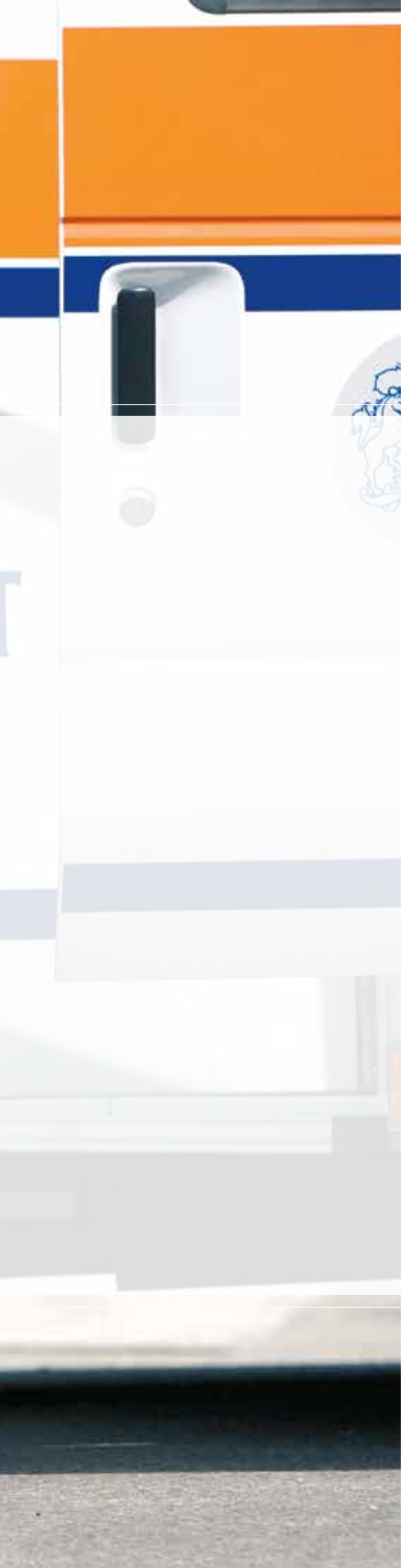



# LIFEPAK® 15 MONITOR/DEFIBRILLATOR

For Emergency Medical Services



When you respond to emergencies, you need the most advanced monitor/defibrillator that sets the standard in innovation, operations and toughness.



## The LIFEPAK 15 monitor/defibrillator delivers.

Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK® 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the *15* features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

*Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.*

# The standard in clinical innovation.

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.








## Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the *15* gives you $EtCO_2$ with continuous waveform capture. Masimo® Rainbow® technology helps you detect hard-to-diagnose conditions and improve patient care with noninvasive monitoring of carbon monoxide, $SpO_2$ and methemoglobin. In addition, the *15* offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE-STAT™ data review software.

## Advanced support for treating cardiac patients

The *15* continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The *15* also works seamlessly with the web-based LIFENET System 5.0, so you can automatically share critical patient data with multiple patient care teams.

## Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refibrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.[1]

## Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2010 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.[2,3,4] And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.

Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.[2,3,4]



# LIFEPAK® 15 MONITOR/DEFIBRILLATOR






ON
ENERGY SELECT
CHARGE
PACER
RATE
CPR
ANALYZE
LEAD
200J
SpO2

# The standard in operational effectiveness.

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

### Dual-mode LCD screen with SunVue™ display

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

### Flexible power options

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET® Asset, part of the LIFENET System data network.

### Data connectivity

The *15* collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.

### Upgradable platform

The *15* platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the *15* is designed to grow as your needs change, helping you avoid costly premature replacements.

### Attention to detail

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The *15* has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

# The standard in toughness.

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The *15* is LIFEPAK TOUGH, with improved ruggedness and durability you can rely on.

### Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

### Toughened inside and out

We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

### Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.*



Data connectivity


LIFEPAK TOUGH™


Dual-mode LCD screen with SunVue display

** A variety of customized service options are available.*

# LIFEPAK® 15 MONITOR/DEFIBRILLATOR

*The latest Lithium-ion battery technology and dual battery system allows for nearly six hour run time, automatic switching between external power and batteries, and an approximate two-year replacement cycle.*

*Easy one-touch Bluetooth® data transmission.*

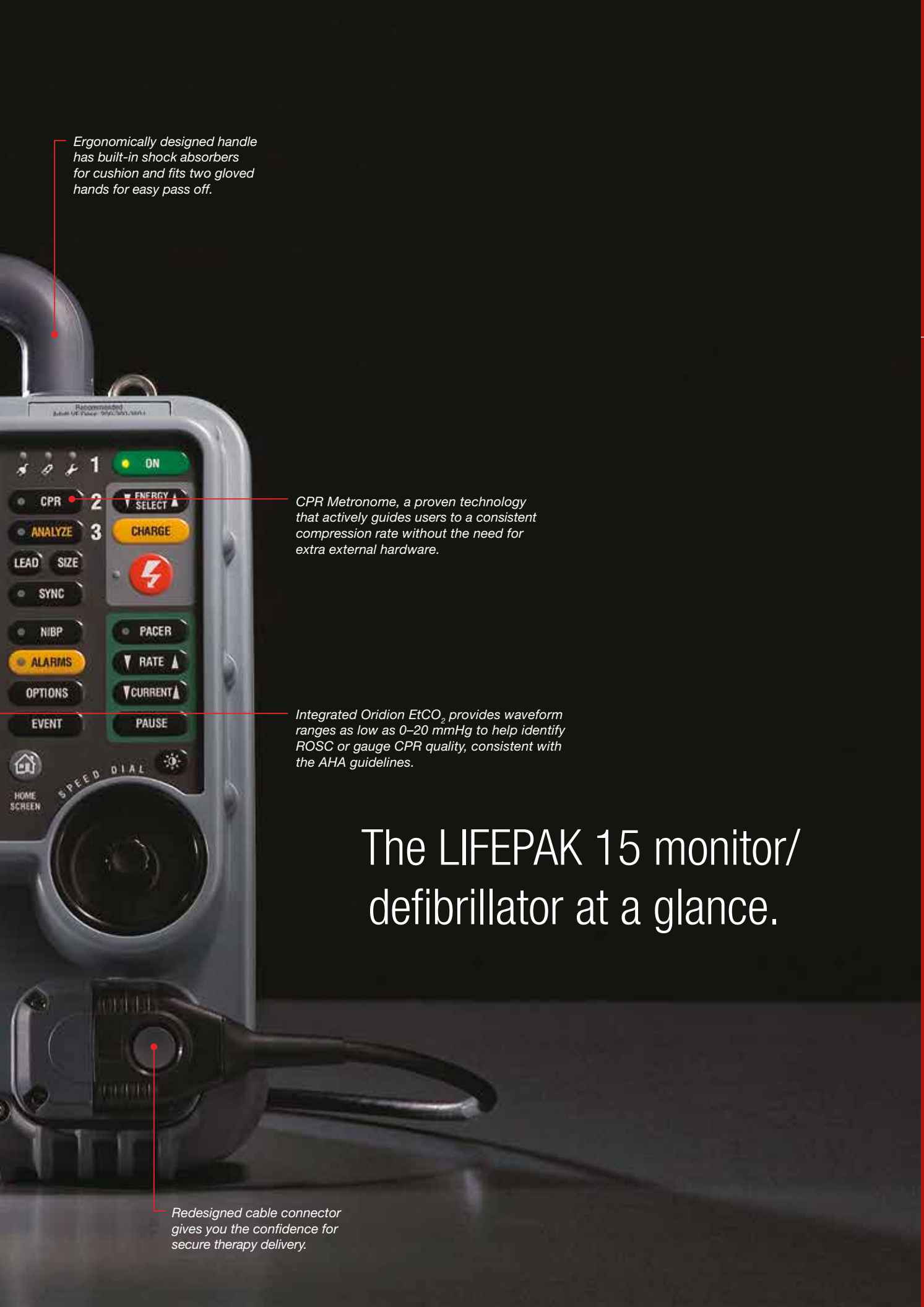
*12-lead ECG transmissions via the LIFENET System and ST segment trend monitoring make the LIFEPAK 15 device a vital part of decreasing EMS-to-Balloon (E2B) response times.*

*Integrated Carbon Monoxide and Methemoglobin monitoring.*




*On-screen temperature display in either Celsius or Fahrenheit.*

*Large screen for better visibility and easy monitoring and one touch to switch from LCD color view to SunVue mode for best viewing in sunlight.*



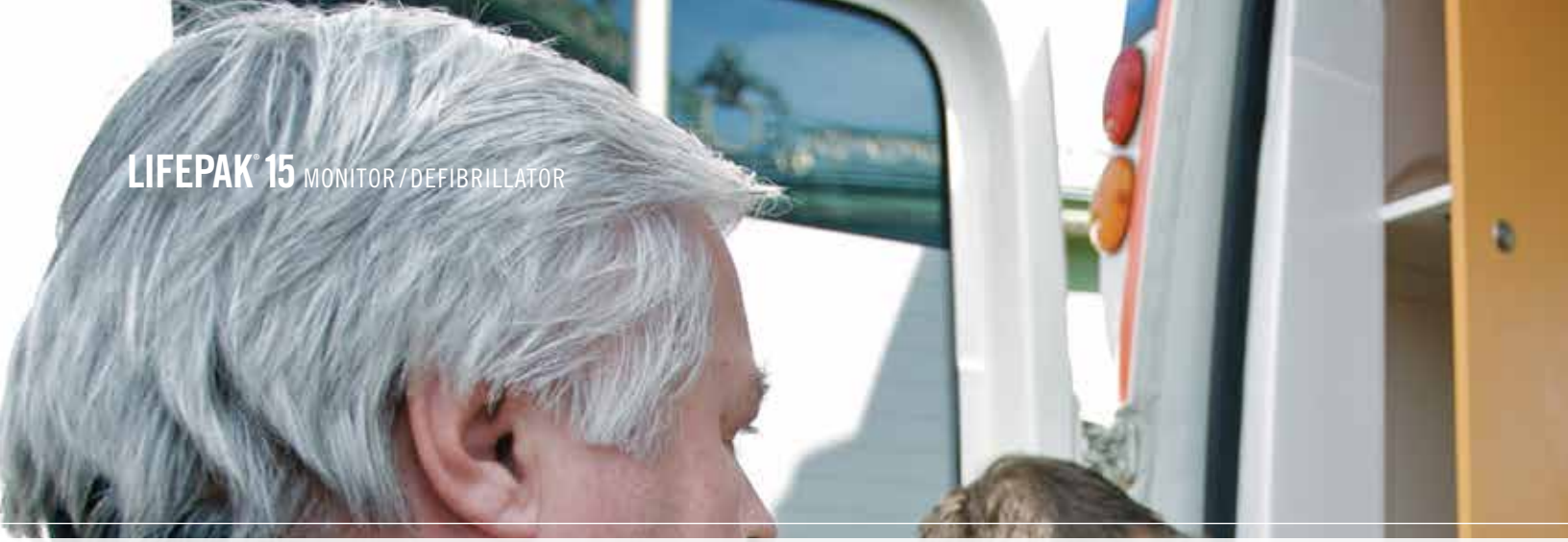

*Ergonomically designed handle has built-in shock absorbers for cushion and fits two gloved hands for easy pass off.*

*CPR Metronome, a proven technology that actively guides users to a consistent compression rate without the need for extra external hardware.*

*Integrated Oridion $EtCO_2$ provides waveform ranges as low as 0–20 mmHg to help identify ROSC or gauge CPR quality, consistent with the AHA guidelines.*

# The LIFEPAK 15 monitor/ defibrillator at a glance.

*Redesigned cable connector gives you the confidence for secure therapy delivery.*



For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.









## A legacy of trust.

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

*For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit* ***www.physio-control.com****.*

# Physio-Control Family of Products and Services

## Defibrillators/Monitors



### LIFEPAK CR® Plus Automated External Defibrillator (AED)

Featuring the same advanced technology trusted by emergency medical professionals—yet simple to use—the fully automatic LIFEPAK CR Plus AED is designed specifically for the first person to respond to a victim of sudden cardiac arrest (SCA).



### LIFEPAK® 1000 Defibrillator

The LIFEPAK 1000 Defibrillator is a powerful and compact device designed to treat cardiac arrest patients and provide continuous cardiac monitoring capabilities. Built-in flexibility allows the *1000* to be programmed for use by first responders or professionals and enables care providers to change protocols as standards of care evolve.



### LIFEPAK® 15 Monitor/Defibrillator

The LIFEPAK 15 monitor/defibrillator is the standard in emergency care for ALS teams who want the most clinically innovative, operationally effective and LIFEPAK TOUGH™ device available today. The *15* offers sophisticated clinical technologies with a rich array of features—like the most powerful escalating energy available (up to 360J), advanced monitoring parameters and a completely upgradable platform.



### LIFEPAK® 20e Defibrillator/Monitor with CodeManagement Module™

Clinically advanced and packed with power, the LIFEPAK 20e defibrillator/monitor is highly intuitive for first responders, and also skillfully combines AED function with manual capability so that ACLS-trained clinicians can quickly and easily deliver advanced therapeutic care. The CodeManagement Module adds waveform capnography and wireless connectivity to enhance your hospital's ability to effectively manage resuscitations from preparedness through review.

## CPR Assistance



### LUCAS® 2 Chest Compression System

Designed to provide effective, consistent and uninterrupted compressions according to AHA Guidelines, LUCAS can be used on adult patients in out-of-hospital and hospital settings.



### TrueCPR™ Coaching Device

TrueCPR helps your team optimize their manual CPR performance using simple real-time and post-event feedback on the most critical resuscitation parameters. It accurately measures compression depth through proprietary Triaxial Field Induction technology.

## Data Solutions



### LIFENET® System

The LIFENET System provides EMS and hospital care teams with reliable, quick access to clinical information through a secure, web-based platform, helping to improve patient care, flow and operational efficiency.

### CODE-STAT™ Data Review Software

CODE-STAT data review software is a retrospective analysis tool that provides easy access to data, reports and post-event review.

### HealthEMS®

HealthEMS is a remote-hosted field data collection, management and reporting software solution which is proven to help Fire and EMS providers improve patient care and financial performance. HealthEMS creates a two-way information flow which dramatically improves the accuracy and timeliness of information needed to support billing and clinical decision-making.

### PulsePoint

PulsePoint Respond alerts CPR-trained bystanders about nearby sudden cardiac arrests in a public area. The app guides the responder to the public location of the incident using a map while also identifying nearby AEDs. Because the PulsePoint solution is integrated into the local dispatch center, alerts are only sent after 911 has been notified.

PulsePoint AED is an app designed to build a comprehensive registry of AEDs available for use during cardiac emergencies. AED submissions are verified by the local agency and then become available within the Respond app.

## Support



### Physio-Control Service

With a service plan from Physio-Control, you are free to focus on your mission while relying on us to help to ensure the integrity of your lifesaving tools. From emergency repairs to software updates to preventive maintenance, we respond to every service call with speed and expertise so you have the peace of mind to do your job with confidence.

# LIFEPAK® 15 MONITOR/DEFIBRILLATOR






3

# SPECIFICATIONS

## GENERAL

**The LIFEPAK 15 monitor/defibrillator has six main operating modes:**

**AED Mode:** for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

**Manual Mode:** for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

**Archive Mode:** for accessing stored patient information.

**Setup Mode:** for changing default settings of the operating functions.

**Service Mode:** for authorized personnel to perform diagnostic tests and calibrations.

**Demo Mode:** for simulated waveforms and trend graphs for demonstration purposes.

## PHYSICAL CHARACTERISTICS

**Weight:**

Basic monitor/defibrillator with new roll paper and two batteries installed: 7.9 kg (17.5 lb)

Fully featured monitor/defibrillator with new roll paper and two batteries installed: 8.4 kg (18.5 lb)

**Lithium-ion battery:** ≤0.6kg (1.3lb)

**Accessory Bags and Shoulder Strap:** 1.77 kg (3.9 lb)

**Standard (hard) Paddles:** 0.95 kg (2.1 lb)

**Height:** 31.7 cm (12.5 in)

**Width:** 40.1 cm (15.8 in)

**Depth:** 23.1 cm (9.1 in)

## DISPLAY

**Size (active viewing area):** 212 mm (8.4 in) diagonal; 171 mm (6.7 in) wide x 128 mm (5.0 in) high

**Resolution:** display type 640 dot x 480 dot color backlit LCD

**User Selectable Display Mode:** full color or SunVue™ display high contrast

**Display:** a minimum of 5 seconds of ECG and alphanumerics for values, device instructions, or prompts

**Display:** up to three waveforms

**Waveform Display Sweep Speed:** 25 mm/sec for ECG, $SpO_2$, IP, and 12.5 mm/sec for $CO_2$

## DATA MANAGEMENT

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

**Report Types:**

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

**Memory Capacity:** Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events.

Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

## COMMUNICATIONS

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Serial Port RS232 communication + 12V available

Limited to devices drawing maximum 0.5 A current

Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

## MONITOR

### ECG

**ECG is monitored via several cable arrangements:**

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.

**Frequency Response:**

Monitor: 0.5 to 40 Hz or 1 to 30 Hz

Paddles: 2.5 to 30 Hz

12-lead ECG diagnostic: 0.05 to 150 Hz

**Lead Selection:**

Leads I, II, III, (3-wire ECG cable)

Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)

Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)

Leads I, II, III, AVR, AVL, AVF, V1,V2,V3,V4,V5, and V6 acquired simultaneously (10-wire ECG cable)

**ECG size:** 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

**Heart Rate Display:**

20–300 bpm digital display

Accuracy: ±4% or ±3 bpm, whichever is greater

QRS Detection Range Duration: 40 to 120 msec

Amplitude: 0.5 to 5.0 m

**Common Mode Rejection (CMRR):** ECG Leads: 90 dB at 50/60 Hz

### $SpO_2$/SpCO/SpMet

**Sensors:**

MASIMO® sensors including RAINBOW® sensors

NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

### $SpO_2$

**Displayed Saturation Range:** "<50" for levels below 50%; 50 to 100%

**Saturation Accuracy:** 70–100% (0–69% unspecified)

**Adults/Pediatrics:**
±2 digits (during no motion conditions)
±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as $SpO_2$ pulsations are detected

**$SpO_2$ Update Averaging Rate User selectable:** 4, 8, 12 or 16 seconds

**$SpO_2$ Sensitivity User selectable:** Normal, High

**$SpO_2$ Measurement:** Functional $SpO_2$ values are displayed and stored

**Pulse Rate Range:** 25 to 240 bpm

**Pulse Rate Accuracy (Adults/Pediatrics):**
±3 digits (during no motion conditions)
±5 digits (during motion conditions)

Optional $SpO_2$ waveform display with autogain control

### SpCO®

**SpCO Concentration Display Range:** 0 to 40%

**SpCO Accuracy:** ±3 digits

### SpMET®

**SpMet Saturation Range:** 0 to 15.0%

**SpMet Display Resolution:** 0.1% up to 10%

**SpMet Accuracy:** ±1 digit

### NIBP

**Blood Pressure Systolic Pressure Range:** 30 to 255 mmHg

**Diastolic Pressure Range:** 15 to 220 mmHg

**Mean Arterial Pressure Range:** 20 to 235 mmHg

**Units:** mmHg

**Blood Pressure Accuracy:** ±5 mmHg

**Blood Pressure Measurement Time:** 20 seconds, typical (excluding cuff inflation time)

**Pulse Rate Range:** 30 to 240 pulses per minute

**Pulse Rate Accuracy:** ±2 pulses per minute or ±2%, whichever is greater

**Operation Features Initial Cuff Pressure:** User selectable, 80 to 180 mmHg

**Automatic Measurement Time Interval:** User selectable, from 2 min to 60 min

**Automatic Cuff Deflation Excessive Pressure:** If cuff pressure exceeds 290 mmHg

**Excessive Time:** If measurement time exceeds 120 seconds

### $CO_2$

**$CO_2$ Range:** 0 to 99 mmHg (0 to 13.2 kPa)

**Units:** mmHg, %, or kPa

**Respiration Rate Accuracy:**
0 to 70 bpm: ±1 bpm
71 to 99 bpm: ±2 bpm

**Respiration Rate Range:** 0 to 99 breaths/minute

**Rise Time:** 190 msec

**Response Time:** 3.3 seconds (includes delay time and rise time)

**Initialization Time:** 30 seconds (typical), 10-180 seconds

**Ambient Pressure:** automatically compensated internally

**Optional Display:** $CO_2$ pressure waveform

Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

### Invasive Pressure

**Transducer Type:** Strain-gauge resistive bridge

**Transducer Sensitivity:** 5µV/V/mmHg

**Excitation Voltage:** 5 Vdc

**Connector:** Electro Shield: CXS 3102A 14S-6S

**Bandwidth:** Digital filtered, DC to 30 Hz (< -3db)

**Zero Drift:** 1 mmHg/hr without transducer drift

**Zero Adjustment:** ±150 mmHg including transducer offset

**Numeric Accuracy:** ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

**Pressure Range:** -30 to 300 mmHg, in six user selectable ranges

### Invasive Pressure Display

**Display:** IP waveform and numerics

**Units:** mmHg

**Labels:** P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

### Temperature

**Range:** 24.8° to 45.2°C (76.6° to 113.4°F)

**Resolution:** 0.1°C

**Accuracy:** ±0.2°C including sensor

**Reusable Temperature Cable:** 5 foot or 10 foot

**Disposable Sensor Types:** Surface–Skin; Esophageal/Rectal

### Trend

**Time Scale:** Auto, 30 minutes, 1, 2, 4, or 8 hours

**Duration:** Up to 8 hours

**ST Segment:** After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

**Display Choice of:** HR, PR ($SpO_2$), PR (NIBP), $SpO_2$ (%), SpCO (%), SpMet (%), $CO_2$ ($EtCO_2$/$FiCO_2$), RR ($CO_2$), NIBP, IP1, IP2, ST

## ALARMS

**Quick Set:** Activates alarms for all active vital signs

**VF/VT Alarm:** Activates continuous (CPSS) monitoring in Manual mode

**Apnea Alarm:** Occurs when 30 seconds has elapsed since last detected respiration

**Heart Rate Alarm Limit Range:** Upper, 100–250 bpm; lower, 30–150 bpm

## INTERPRETIVE ALGORITHM

**12-Lead Interpretive Algorithm:** University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

## PRINTER

**Prints continuous strip of the displayed patient information and reports**

**Paper Size:** 100 mm (3.9 in)

**Print Speed:** 25 mm/sec or 12.5 mm/sec

Optional: 50 mm/sec time base for 12-lead ECG reports

**Delay:** 8 seconds

**Autoprint:** Waveform events print automatically

**Frequency Response:**

Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz

Monitor: 0.67 to 40 Hz or 1 to 30 Hz

## DEFIBRILLATOR

**Biphasic Waveform:** Biphasic Truncated Exponential

**The following specifications apply from 25 to 200 ohms, unless otherwise specified:**

**Energy Accuracy:** ±1 joule or 10% of setting, whichever is greater, into 50 ohms, ±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.

**Voltage Compensation:** Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

**Paddle Options:** QUIK-COMBO® pacing/defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

### Manual Mode

**Energy Select:** 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

**Charge Time:** Charge time to 360 joules in less than 10 seconds, typical

**Synchronous Cardioversion:** Energy transfer begins within 60 msec of the QRS peak

**Paddles Leads OFF Sensing:** When using QUIK-COMBO electrodes, the device indicates Paddles Leads OFF if the resistive part of the patient impedance is greater than 300 ±15% ohms, or if the magnitude of the patient impedance is greater than 440 ±15% ohms.

### AED Mode

**Shock Advisory System™ (SAS):** an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

**Shock Ready Time:** Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "SHOCK ADVISED"

**Biphasic Output:** Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

**cprMAX™ Technology:** In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

**Setup Options:**

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

## PACER

**Pacing Mode:** Demand or non-demand rate and current defaults

**Pacing Rate:** 40 to 170 PPM

**Rate Accuracy:** ±1.5% over entire range

**Output Waveform:** Monophasic, truncated exponential current pulse (20 ± 1 ms)

**Output Current:** 0 to 200 mA

**Pause:** Pacing pulse frequency reduced by a factor of 4 when activated

**Refractory Period:** 180 to 280 msec (function of rate)

## ENVIRONMENTAL

**Unit meets functional requirements during exposure to the following environments unless otherwise stated.**

**Operating Temperature:** 0° to 45°C (32° to 113°F); -20°C (-4°F) for 1 hour after storage at room temperature; 60°C (140°F) for 1 hour after storage at room temperature

**Storage Temperature:** -20° to 65°C (-4° to 149°F) except therapy electrodes and batteries

**Relative Humidity, Operating:** 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

**Relative Humidity, Storage:** 10 to 95%, non-condensing

**Atmospheric Pressure, Operating:** -382 to 4,572 m (-1,253 to 15,000 ft). NIBP: -152 to 3,048 m (-500 to 10,000 ft)

**Water Resistance, Operating:** IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

**Vibration:** MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ±0.15 mm/2 g

**Shock (drop):** 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

**Shock (functional):** Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

**Bump:** 1000 bumps at 15 g with pulse duration of 6 msec

**Impact, Non-operating:** EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

**EMC:** EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

**Cleaning:** Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

**Chemical Resistance:** 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

## POWER

**Power Adapters:** AC or DC

Power Adapters provide operation and battery charging from external AC or DC power

- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes
- Indicators: external power indicator, battery charging indicator

**Dual battery:** Capability with automatic switching

**Low battery indication and message:** Low battery fuel gauge indication and low battery message in status area for each battery

**Replace battery indication and message:** Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

**Battery Capacity** For two, new fully-charged batteries, 20°C (68°F)

| Operating Mode | | Monitoring (minutes) | Pacing (minutes) | Defibrillation (360J discharges) |
|---|---|---|---|---|
| Total Capacity to Shutdown | Typical | 360 | 340 | 420 |
| | Minimum | 340 | 320 | 400 |
| Capacity After Low Battery | Typical | 21 | 20 | 30 |
| | Minimum | 12 | 10 | 6 |

## BATTERY

**Battery Specifications**

**Battery Type:** Lithium-ion

**Weight:** ≤0.6kg (1.3lb)

**Charge Time (with fully depleted battery):** 4 hours and 15 minutes (typical)

**Battery indicators:** Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

**Charging Temperature Range:** 5° to 45°C (41° to 113°F)

**Operating Temperature Range:** 0° to 45°C (32° to 113°F)

**Short Term (<1 week) Storage Temperature Range:** -20° to 60°C (-4° to 140°F)

**Long Term (>1 week) Storage Temperature Range:** 20° to 25°C (68° to 77°F)

**Operating and Storage Humidity Range:** 5 to 95% relative humidity, non-condensing

REFERENCES

1 Stiell I, Walker R, Nesbitt L, et al. Biphasic Trial: A randomized comparison of fixed lower versus escalating higher energy levels for defibrillation in out-of-hospital cardiac arrest. *Circulation.* 2007;115:1511-1517.

2 Edelson D, Litzinger B, Arora V, et al. Improving in-hospital cardiac arrest process and outcomes with performance debriefing. *Arch Intern Med.* 2008;168:1063-1069.

3 Olasveengen T, Wik L, Kramer-Johansen J, et al. Is CPR quality improving? A retrospective study of out-of-hospital cardiac arrest. *Resuscitation.* 2007;75:260-266.

4 Fletcher D, Galloway R, Chamberlain D, et al. Basics in advanced life support: A role for download audit and metronome. *Resuscitation.* 2008;78:127-134.

All claims valid as of December 2014.

For further information please contact your local Physio-Control representative or visit our website at www.physio-control.com

**Physio-Control Headquarters**
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

*Customer Support*
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

**Physio-Control Canada**
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

**Physio-Control, Inc.,** 11811 Willows Road NE, Redmond, WA 98052 USA

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GDR 3301019_E

PHYSIO CONTROL

ACCESSORIES BROCHURE

# LIFEPAK® 15

## MONITOR/DEFIBRILLATOR

Genuine Accessories from Physio-Control

# LIFEPAK® 15 MONITOR / DEFIBRILLATOR






## Thank you for choosing Physio-Control as your partner in helping save lives and improve patient care.

You already know our reputation for quality and reliability in LIFEPAK defibrillators and AEDs. When it comes to LIFEPAK accessories, we know you won't accept anything less. Inside this catalog you'll find accessories designed to meet your needs and reliability standards. All the accessories and disposables in this catalog are designed to work with the LIFEPAK 15 monitor/defibrillator. If you have any questions about accessories or disposables, please contact your Physio-Control representative.

# Temperature Monitoring



### Temperature Adapter Cable
**11140-000079** (10ft)
**11140-000078** (5ft)



### Esophageal-Rectal Temperature Sensor
**11996-000360** (9FR, 20/box)



### Skin Temperature Sensor
**11996-000359** (20/box)



### Foley Catheter Temperature Sensor
**11996-000361** (14FR, 10/PK)
**11996-000362** (16FR, 10/pk)
**11996-000363** (18FR, 10/pk)

# NIBP Monitoring Accessories



### NIBP Tubing
**21300-007299** (9ft)
**21300-007298** (12ft)



### NIBP Tubing, Coiled
**21300-007300** (2-9ft)



### Reusable Cuff

**X-Large Adult**
35 x 44 cm
**11160-000009**

**Large Adult**
32 - 42 cm
**11160-000007**

**Adult**
26 - 35 cm
**11160-000005**

**Pediatric**
13 - 20 cm
**11160-000003**

**Infant**
8 - 14 cm
**11160-000001**



### Single Patient Use Cuff

**X-Large Adult**
35 x 44 cm
**11160-000010**

**Large Adult**
32 - 42 cm
**11160-000008**

**Adult**
26 - 35 cm
**11160-000006**

**Pediatric**
13 - 20 cm
**11160-000004**

**Infant**
8 - 14 cm
**11160-000002**

# Power Options



### REDI-CHARGE Base
AC power cord and adapter tray not included.
**11141-000115**

### REDI-CHARGE LIFEPAK 15 Adapter Tray
**11140-000052**

### AC Power Cord
**11140-000015**



### Lithium-ion Battery 5.7 Ah
5.7 amp hour, 11.1 volt, rechargeable, with fuel gauge.
**21330-001176**



### Mobile Battery Charger
Includes AC and DC power cords, mounting bracket and operating instructions.
**11577-000011**



### AC Power Adapter
Includes Right Angle Cable (AC power cord not included)
**11140-000072**

### DC Power Adapter
Includes DC cable and Right Angle Cable
**11140-000074**

### AC Power Cord
**11140-000015**

### Power Attachment Kit
**11577-000019**



### Extension Cable for AC/DC Power Adapter
**11140-000080**



### Replacement Right Angle Power Cable for AC/DC Power Adapter
**11140-000081**



### Replacement DC Input Cable
**11140-000084**

# ECG Monitoring Accessories



### 12-Lead ECG Cable Trunk Cable with 4-Wire Limb Leads

**11111-000018** (5ft)
**11111-000020** (8ft)



### 12-Lead ECG Cable 6-Wire Precordial Attachment

**11111-000022**



### 4-wire Cable Comb

**21300-008054** (10/pk)

### 6-wire Cable Comb

**21330-008055** (10/pk)



### 3-Wire ECG Cable

Right-angle connector
**11110-000029**



### 5-Wire ECG Cable

Right-angle connector, 4-wire limb plus one chest lead, labeled "V1" on the LIFEPAK 15 monitor reports.
**11110-000066**



### Box of Strip Chart Recorder Paper

100mm x 22m
**11240-000016** (2 rolls/box)




### LIFE-PATCH® ECG Electrodes

Adult, pregelled.
**11100-000001** (3/pk)




### LIFE-PATCH ECG Electrodes

Adult, pregelled.
**11100-000002** (4/pk)

# Therapy Delivery Accessories

## Hard Paddles and Electrode Gel



### Standard Hard Paddles

**11130-000061** (1 pair)



### Pediatric Paddle, External

(Two required); slips onto standard adult hard paddle.

**11133-000007** (1 paddle)



### SIGNAGEL® Electrode Gel

For use with hard paddles. Highly conductive, multi-purpose electrolyte meets all the standards of the ideal saline electrode gel. Recommended for ECG, defibrillation, biofeedback and EMG.

**21300-005847** (8.5 oz/tube)



### Internal Paddles (Requires Internal Paddle Handles and Internal Paddles Adapter Cable)

#### 1 in. size

**11131-000010** (1 pair, 6.25 in. shaft)

#### 1.5 in. size

**11131-000011** (1 pair, 6 in. shaft)
**11131-000021** (1 pair, 9 in. shaft)
**11131-000024** (1 pair, 14 in. shaft)

#### 2 in. size

**11131-000012** (1 pair, 5.75 in. shaft)
**11131-000022** (1 pair, 8.75 in. shaft)

#### 2.5 in. size

**11131-000013** (1 pair, 5.5 in. shaft)
**11131-000019** (1 pair, 8.5 in. shaft)

#### 3.5 in. size

**11131-000014** (1 pair, 5 in. shaft)
**11131-000023** (1 pair, 8 in. shaft)



### Internal Paddle Handles with Discharge Control

(For use with the Internal Paddles Adapter Cable)

**11131-000001** (1 pair)



### Internal Paddles Adapter Cable

(For use with Internal Paddle Handles)

**11998-000326**

# Therapy Delivery Accessories

## EDGE System™ Electrodes for Pacing/Defibrillation/ECG with QUIK-COMBO® Connector

18-month minimum shelf life remaining at time of shipment from Physio-Control except where noted.



### EDGE System Electrodes with QUIK-COMBO Connector

24 in. leadwire length

**11996-000091**



### EDGE System RTS (Radiotransparent) Electrodes with QUIK-COMBO Connector

24 in. leadwire length

**11996-000090**



### EDGE System Electrodes with QUIK-COMBO Connector and REDI-PAK™ Preconnect System

42 in. leadwire length

**11996-000017**



### Pediatric EDGE System RTS Electrodes with QUIK-COMBO Connector

For use only with manual monitor/defibrillators; 12 month minimum shelf life at time of shipment 24 in. leadwire length.

**11996-000093**



### QUIK-COMBO Therapy Cable

With convenient TRUE-LOCK™ Cable Connector. Length is approximately 8 ft. For use with LIFEPAK 15 monitor/defibrillator.

**11113-000004**

# Pulse Oximetry Monitoring Accessories

## Masimo SET® RC Patient Cables



**RC Patient Cable**

For use with M-LNCS and Rainbow Patient Sensors

**11171-000037** (4ft)
**11171-000038** (12ft)

## Masimo SET RC Patient Cable Compatible $SpO_2$ Sensors



**M-LNCS Reusable Sensor**

**11171-000046** (Ad)
**11171-000047** (Ped)



**M-LNCS Adhesive Sensors (20/box)**

**11171-000039** (Ad)
**11171-000040** (Ped)



**M-LNCS Adhesive Sensors (20/box)**

**11171-000043** (Neo/Pt)
**11171-000042** (Neo/Ad)
**11171-000041** (Inf)

## Masimo SET RC Patient Cable Compatible Rainbow® $SpO_2$, SpCO, SpMet Sensors



**Rainbow Reusable Sensor**

**11171-000049** (Ad)
**11171-000050** (Ped)



**Rainbow Adhesive Sensor (10/box)**

**11996-000342** (Inf)
**11996-000341** (Neo/Ad)



**Rainbow Adhesive Sensor (10/box)**

**11996-000339** (Ad)
**11996-000340** (Ped)

# Pulse Oximetry Monitoring Accessories

## Masimo SET LNC Patient Cables



**Red LNC Patient Cable**
For Use with LNCS Patient Sensors
**11996-000323** (4ft)
**11996-000324** (10ft)
**11996-000325** (14ft)

## Masimo SET LNC Patient Cable Compatible $SpO_2$ Sensors



**LNCS® Reusable Sensor**
**11171-000017** (Ad)
**11171-000018** (Ped)



**LNCS Reusable Soft Sensor**
**11171-000052** (Ad)



**LNCS Adhesive Sensor (20/box)**
**11171-000019** (Ad)
**11171-000020** (Ped)



**LNCS Adhesive Sensor (20/box)**
**11171-000029** (Neo/Pt)
**11171-000028** (Neo/Ad)
**11171-000031** (Inf)

# Pulse Oximetry Monitoring Accessories

## LIFEPAK 15 Direct Connect $SpO_2$ Only Patient Sensors



### Adult Reusable Direct Connect Sensor

**11996-000331** (3ft)
**11996-000332** (12ft)



### Pediatric Reusable Direct Connect Sensor

**11996-000333** (3ft)
**11996-000334** (12ft)



### Adult Reusable Soft Direct Connect Sensor

**11171-000053** (8ft)

## LIFEPAK 15 Direct Connect Rainbow $SpO_2$, SpCO, SpMet Patient Sensors



### Adult Rainbow Direct Connect Reusable Sensor

**11996-000335** (3ft)
**11171-000032** (8ft)
**11996-000336** (12ft)



### Pediatric Rainbow Direct Connect Reusable Sensor

**11996-000337** (3ft)
**11171-000033** (8ft)
**11996-000338** (12ft)

## Additional Masimo Accessories



### Reusable Ambient Light Shield

**11171-000054** (5/bag)




### Disposable Ambient Light Shield

**11171-000055** (10/bag)

### Red MNC Cable

Connects LIFEPAK 15 to Nellcor patient sensor

**11996-000365** (4ft)
**11996-000366** (10ft)

# Pulse Oximetry Monitoring Accessories

## Nellcor Reusable Sensors and Cables



### DURASENSOR Reusable Clip
**11996-000060** (Adult - Ref# DS100A)

### DURA-Y Multisite Reusable Sensor
**11996-000106** (≥ 1 kg - Ref# D-YS)



### Oxiband Reusable Sensor
Includes 50 disposable adhesive sensors
**11996-000061** (Ad/Neo - Ref# OXI A/N)
**11996-000062** (Ped/Inf - Ref# OXI P/I)

### Disposable Adhesive Bandage Wrap
Not Available in Canada. (100/pk)
**11996-000048** (Ad/Neo - Ref# ADH A/N)
**11996-000049** (Ped/Inf - Ref# ADH P/I)

### Disposable Adhesive Foam Wrap
Not Available in Canada. (100/pk)
**11996-000110** (Ad/Neo - Ref# FOAM A/N)
**11996-000108** (Ped/Inf - Ref# FOAM P/I)

## Nellcor Disposable Sensors

Single patient use



### Oxisensor II (24/box)
Adult
**11996-000113** (18 in. - Ref# D25)
**11996-000114** (36 in. - Ref# D25L)

Pediatric
**11996-000116** (18 in.- Ref# D20)



### Oxisensor II (24/box)
Infant
**11996-000115** (18 in. - Ref# I20)

Neonatal/Adult
**11996-000117** (18 in. - Ref# N25)

# End-Tidal $CO_2$ ($EtCO_2$) Monitoring Accessories

## Oridion® Filterlines for Intubated Patients

Single patient use



### FilterLine® SET

Key Applications: OR, EMS, ED, Rapid Response Teams, Transport.

Adult/Pediatric
**11996-000081** (25/pk, 200 cm)
**11996-000164** (25/pk, 400 cm)



### FilterLine H SET

Key Applications: Critcal care, Humidified Environments.

Adult/Pediatric
**11996-000080** (25/pk, 200 cm)

Adult/Neonatal
**11996-000001** (25/pk, 200 cm)

## Oridion Non-Intubated Filterlines

Single patient use



### Smart CapnoLine® Plus

Key Applications: Procedural Sedation, Upper GI Procedures, MAC, RMS, BD, Rapid Response Teams.

Adult with $O_2$
**11996-000163** (25/pk, 200 cm)
**11996-000167** (100/pk, 200 cm)
**11996-000165** (25/pk, 400 cm)

Adult without $O_2$
**11996-000162** (25/pk, 200 cm)
**11996-000166** (100/pk, 200 cm)



### Smart CapnoLine

Key Applications: Procedural Sedation, SMS, SD, Rapid Response Teams.

Pediatric with $O_2$
**11996-000128** (25/pk, 200 cm)

Pediatric without $O_2$
**11996-000120** (25/pk, 200 cm)

# Cases & Mounting Options



### Standard Carrying Case
Includes right pouch and left pouch, for use with LIFEPAK 15 monitor/defibrillator.
**11577-000002**

### Top Pouch
Storage for sensors and electrodes; insert in place of standard paddles.
**11220-000028**

### Shoulder Strap
For use with LIFEPAK 15 monitor/defibrillator.
**11577-000001**

### Back Pouch
Ideal for additional accessory storage.
For use with LIFEPAK 15 monitor/defibrillator.
**11260-000039**



### Bed Connector
For use in hospital only.
**11996-000374**

## Communication Accessories



### LIFEPAK Monitor to PC Cable
For connecting LIFEPAK 12 or LIFEPAK 15 monitor/defibrillator to PC.
**11230-000020** (Serial)
**11996-000369** (USB)



### Titan II Wireless Gateway
For transmitting data from LIFEPAK 12/15 to the LIFENET System or CODE-STAT data review software. Requires existing wireless network.
**21996-000073** (Wireless Gateway)
**21996-000095** (Wireless 3G Gateway - AT&T/Physio)
**21996-000093** (Wireless 3G Gateway - AT&T, Verizon, Verizon/Physio)
**21996-000094** (Wireless 3G + Voice Gateway - AT&T/Physio)
**21996-000092** (Wireless 3G + Voice Gateway - AT&T, Verizon, Verizon/Physio))



### 3G Gateway
For transmitting data from LIFEPAK 12/15 to the LIFENET System or CODE-STAT data review software. Requires data plan.
**21996-000086** (Verizon Gateway)
**99428-000305** (Verizon Data Plan)
**21996-000082** (AT&T Gateway)
**99428-000304** (AT&T Data Plan)

# Testers & Training Materials



### 12-Lead Patient Simulator (QUIK-COMBO)

Connects directly to your LIFEPAK defibrillator for safe simulation of cardioversion and electrical capture. Generates fibrillation, tachycardias, and bradycardias, as well as ST segment and T wave abnormalities. For use with LIFEPAK devices with a 12-lead ECG feature.

**11996-000311**

### 3-Lead Patient Simulator (QUIK-COMBO)

Connects directly to your LIFEPAK defibrillator for safe, interactive training. Select from 17 ECG rhythms including: fibrillation, tachycardias and bradycardias.

**11996-000310**



### Defibrillator Checker

Tests integrity of energy delivery through standard hard paddles. Neon light indicates energy has been delivered.

**11998-000060**




### Test Load

Use to perform therapy cable performance checks. Connects to the QUIK-COMBO therapy cable on the defibrillator.

**21330-001365** (English only)
**21330-001367** (English, French for Canada)

## Training Tools




### Inservice Video: LIFEPAK 15 Monitor/Defibrillator

**21330-001357** (DVD - NTSC version)

### Operating Instructions: LIFEPAK 15 Monitor/Defibrillator

Also available as free online download at www.physio-control.com

**26500-002408**

PHYSIO CONTROL
UNIVERSITY

### Physio-Control University

12-Leads Made Easy
**44500-000001**
Capno Made Easy
**44500-000003**

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com.

**Physio-Control Headquarters**
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

*Customer Support*
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

**Physio-Control Canada**
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

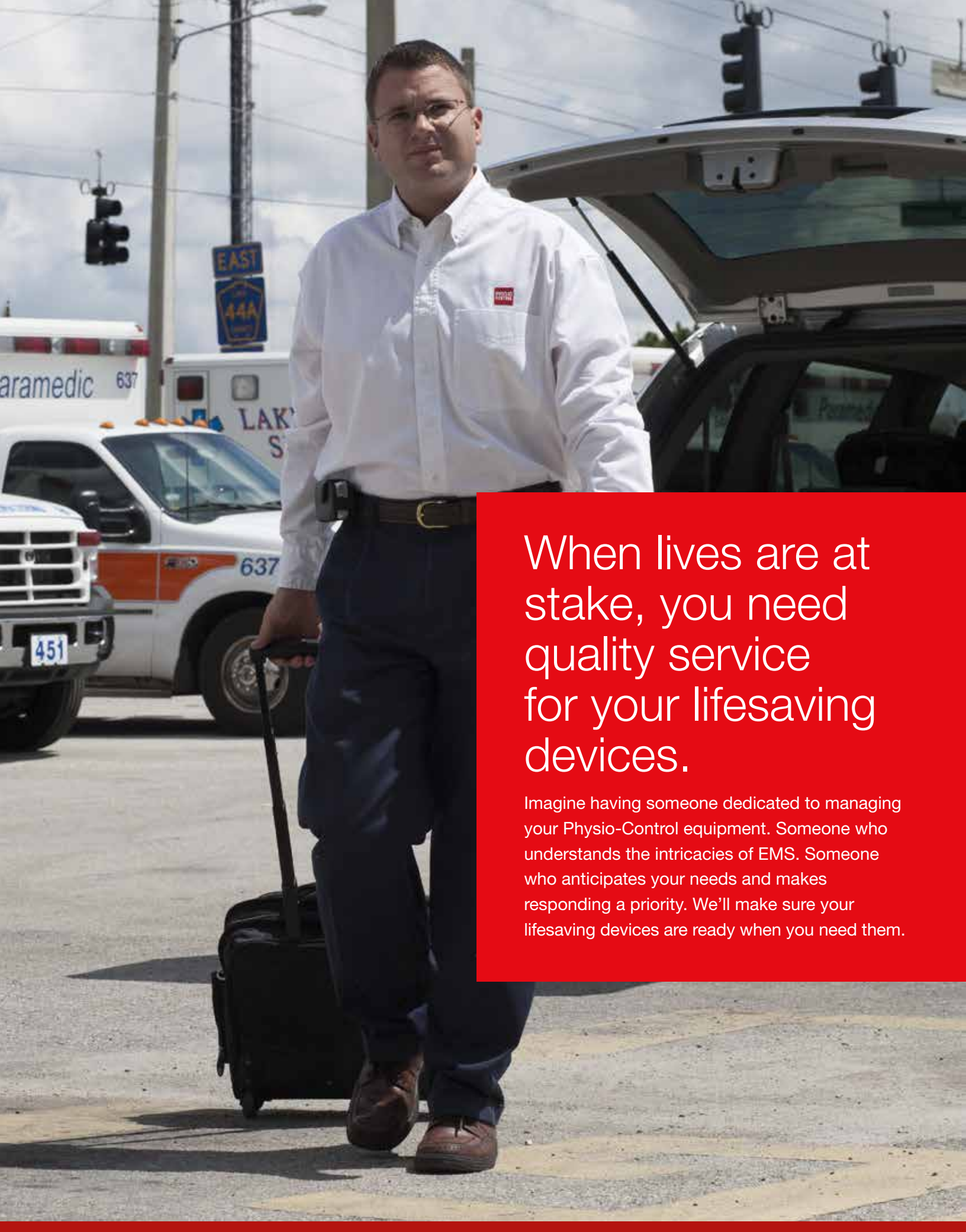
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PHYSIO CONTROL

# Respond with confidence: Rely on service from Physio-Control




stryker




# When lives are at stake, you need quality service for your lifesaving devices.

Imagine having someone dedicated to managing your Physio-Control equipment. Someone who understands the intricacies of EMS. Someone who anticipates your needs and makes responding a priority. We'll make sure your lifesaving devices are ready when you need them.

# Our service plans go beyond keeping your devices running at peak performance.

Your service representative will get to know you and your team, answer questions specific to your devices, give reminders about proper device operation, and advise you about new features and accessories to help you maximize efficiency.



### Onsite service

If you ever need us, your dedicated service representative comes to your location with just one phone call. Backup support from our team is always available.



### Expertise

Your service representative is 100% focused on Physio-Control devices. With an average of 14 years' experience, nobody knows your devices better. Because they carry a large inventory of spare parts, representatives can often repair your device onsite.



### Customer satisfaction

Our service representatives consistently receive the highest marks in customer satisfaction—an average satisfaction rating of 6.8 out of 7 in our onsite service survey. Because they are part of your community, they are completely dedicated to helping you achieve your goals.

# A service plan lets you focus on your mission.

## Confidence in the readiness of your device.

- Comprehensive maintenance and inspections can help find issues before they cause problems
- Most repairs performed within 48 hours, if not sooner

## Control costs.

- Minimize unexpected costs and make budgeting more predictable
- Stretch your budget further with additional discounts

## Less hassle, fewer disruptions.

- Inspection schedules that put minimal demand on your staff and equipment
- Your rep tracks maintenance and device status, and provides documentation for your compliance needs
- Onsite Service option eliminates hassle of boxing up devices and shipping them out when a repair is needed
- No need to get a purchase order or obtain approvals

**"The service representative caught a problem we didn't know we had. He fixed it the same day, and we didn't have to take it out of service."**

***—Small Hospital, Minnesota***



"I've been in EMS for 27 years, and I can tell you that our representative is top-notch. He's an extremely pleasant person to work with, and pays great attention to detail. He truly cares for the customer as much as he does the product he services."

*—Small Fire Department, Texas*

# Choose the best service plan for your needs.

| | Preventive Maintenance | Repair Plus | Comprehensive |
|---|---|---|---|
| Preventive maintenance and inspection service | ✓ | | ✓ |
| Configured loaner device during preventive maintenance or repairs | ✓ | ✓ | ✓ |
| Discounts on upgrades, accessories and disposables | ✓ | ✓ | ✓ |
| Software updates | ✓ | ✓ | ✓ |
| 24/7 telephone support | ✓ | ✓ | ✓ |
| Battery-replacement service | | ✓ | ✓ |
| Parts and labor for repairs | Discount | ✓ | ✓ |
| Onsite service | Optional | Optional | Optional |
| Ship-in service | Optional | Optional | Optional |

**To find out more about our Service Plans, please contact a Sales or Service Representative at 800-442-1142.**



> "Our service representative promptly drove out to our remote station while our fire district was engaged in fighting a major wildfire. This helped us stay in service to our community and focus on the major emergency at hand."
>
> *—Medium Fire Department, California*

# We're right here—right when you need us.

Every day, you protect the people in your community during all types of events—from festivals to football games, or even when disaster strikes.

With local representatives across the country, Physio-Control is able to respond when our customers need us most.

# Specific services offered by device.



**LIFEPAK® 15/12 monitor/defibrillator**



**LIFEPAK® 1000 defibrillator/ LIFEPAK CR® Plus AED**



**LUCAS® 2/3 chest compression system**

## Preventive Maintenance Plan

Update software to the most current version

Check all batteries and battery pins

Inspect the integrity of accessories and recommend replacement as needed

Test the integrity of all cables and recommend replacement as needed

Electrical safety check in accordance with NFPA guidelines

Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)

Check electrode expiration dates and recommend replacement as needed

Check printer operation and trace quality

Test the integrity of all cables and recommend replacement as needed

Electrical safety check in accordance with NFPA guidelines

Computer-aided diagnostics to verify the unit functions accurately, including waveform shape (LIFEPAK 1000 defibrillator only) and defibrillation energy

Replace up to one (1) battery pack in accordance with the device operating instructions or upon battery failure (LIFEPAK 1000 defibrillator only)

Replace one (1) set of expired adult therapy electrodes at scheduled time of service (LIFEPAK 1000 defibrillator only)

Replace up to one (1) CHARGE-PAK™ and two (2) QUIK-PAK™ electrodes at time of service (LIFEPAK CR Plus AED)

Test linear sensor and recalibrate if needed

Lubricate and adjust mechanical parts, including compression module and claw lock

Clean hood, fan, intake and bellows

Perform functional test on all mechanical components and electronics

Computer-aided diagnostics

Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Physio-Control

## Repair Plus Plan

Repairs (parts and labor) to restore equipment to manufacturer specifications

LIFEPAK battery-charger repair or replacement as deemed necessary by Physio-Control

Power-adapter repair or replacement

Replace up to three (3) lithium-ion batteries in accordance with the device operating instructions or upon failure

Replace two (2) NiCd or up to two (2) SLA batteries (LIFEPAK 12 only)

Replace up to one (1) coin cell memory battery in accordance with the device operating instructions or upon failure

Replace up to two (2) LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure

LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Physio-Control

Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

## Comprehensive Plan

Combines benefits of Repair Plus and Preventive Maintenance Service Plans

**Service Plans are also available for the LIFEPAK® 20e defibrillator/monitor; please contact your local Physio-Control Representative for more information.**

## Service details.

**Onsite Services** are performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Service at scheduled times or additional labor charges may apply. Some Services may not be completed onsite. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

**Ship-In Service** will ship your device to the nearest service center for repairs and inspections. We use only original manufacturer parts, and services will be performed at a designated Physio-Control facility. Physio-Control will cover round-trip shipping (ground only) for covered equipment sent to our designated facility for service.

**Loaners** will be provided as needed for either Preventive Maintenance or Repairs. Request for loaner through Service Advanced Plan must be made by 10:00am local time to receive the loaner the next day.

**Updates** are changes to a device to enhance its current features, stability or software. Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates at a time other than regularly scheduled Services will be billed on a separate invoice at 20% off the then-current list price of the Update. If parts must be replaced to accommodate installation of new software, such parts may be purchased at 30% off the then-current list price.

**Upgrades** are major, standalone versions of software or the addition of features or capabilities to a device. For all Service Plans, Upgrades are not provided under the Plan and must be purchased separately. Upgrades are available at 17% off the then-current list price.

Service Plans do not include: supply or repair of accessories or disposables; repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes or other products not distributed by Physio-Control; replacement or repair of cases; repair or replacement of items not originally distributed or installed by Physio-Control; Upgrades and installation of Upgrades.

Physio-Control is now part of Stryker.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com

**Physio-Control Headquarters**
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

*Customer Support*
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

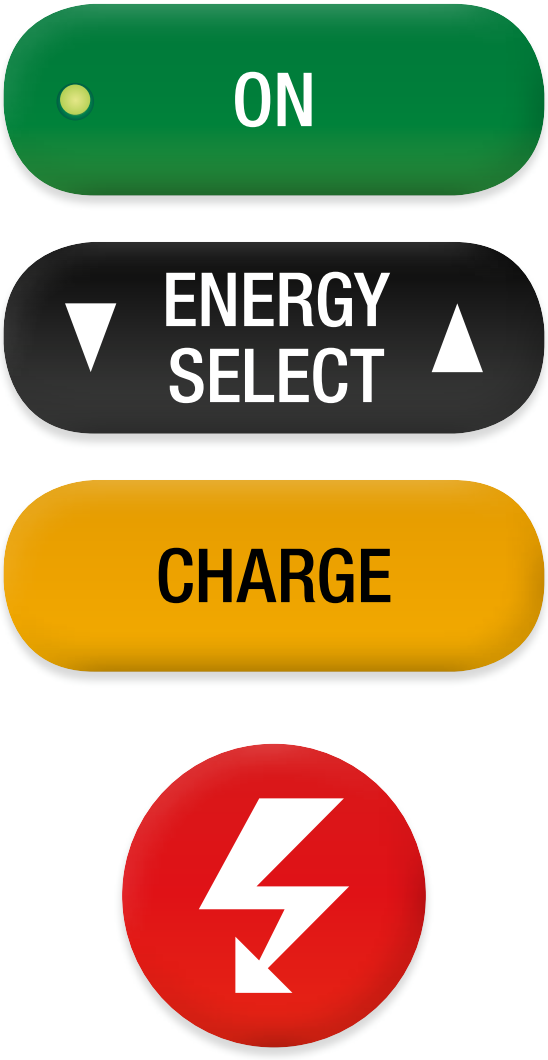
**Physio-Control Canada**
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

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GDR 3324700_B

PHYSIO CONTROL

# Why 360 Joules?

Clinical Overview




LIFEPAK® DEFIBRILLATORS

# A compelling case for 360 joules.

1. When it comes to defibrillation, energy determines conversion rates*, not current or any single dimension of the shock.

2. In terms of converting patients, biphasic vs. biphasic studies show that waveforms are equivalent up to 200 joules.

3. Not all patients convert at energy levels up to 200J. Clinicians are now using more targeted strategies for difficult-to-defibrillate patients.

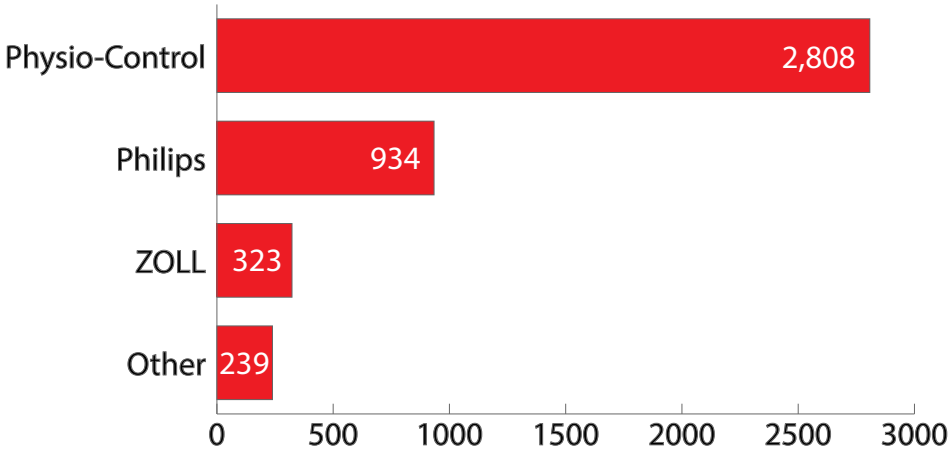
4. Biphasic shocks at 360 joules have been shown to improve conversion rates.

*Conversion rate is defined as termination of AF/VT/VF (removal of the tachyarrhythmia for at least 5 seconds).



Over the last 18 years of biphasic defibrillation research, the Physio-Control waveform has been studied in nearly twice as many patients as all other commercially available waveforms combined.* This clinical research represents real-world performance in OHCA (out-of-hospital cardiac arrest) and IHCA (in-hospital cardiac arrest) patients. And this means confidence in technology when you need it most.

Published Research on Cardiac Arrest Patients Treated with Biphasic Shocks
1997-2015




*These data represent the cumulative number of cardiac arrest patients in whom the VF termination efficacy (using the established definition of “removal of VF for ≥ 5 seconds”) of specific biphasic waveforms and energy levels has been reported in published papers describing either randomized or consecutive case series of OHCA or IHCA patients.

Included are papers that report a VF termination rate for at least one of 1) first shocks or 2) all shocks.



# When it comes to defibrillation, energy determines conversion rates, not current or any other single dimension of the shock.

Comparing modern biphasic waveforms to older monophasic waveforms no longer offers valuable clinical insight. What matters is how well your biphasic shocks work today. The fact is, high current alone, or any other singular aspect of the defibrillation shock, does not determine conversion rates. The evidence shows that many factors influence effective defibrillation, including:

1. Peak current delivered to the patient
2. Current delivery duration
3. Maintenance of current level throughout shock duration

Energy includes all three elements and has been shown to best describe the therapeutic dose delivered to the heart.

## The evidence: biphasic vs. biphasic studies[1-5]

There are five independently conducted, peer-reviewed, clinical atrial fibrillation (AF) studies that compared conversion rates between biphasic truncated exponential waveforms (BTE) and ZOLL's rectelinear biphasic waveform (RBW). The same programmed energy settings resulted in the same conversion rates, regardless of the waveform or the amount of current. Energy dictated the conversion rates.

Why were AF studies used to compare waveforms? AF studies allow for consistent data collection and pad placement in a controlled research environment. AF and VF share common electrophysiological properties and defibrillation mechanisms.

# 2

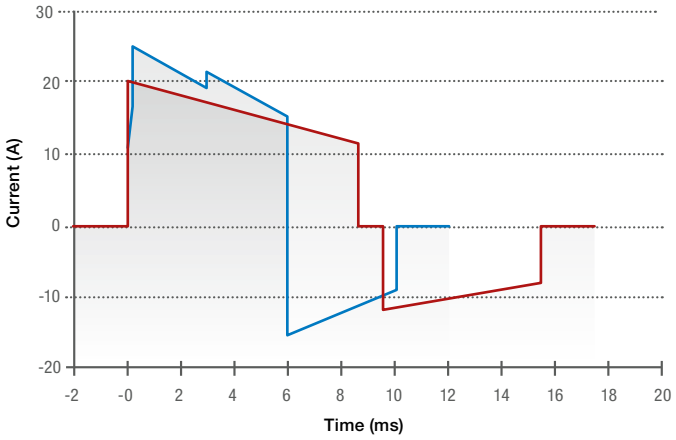
## In terms of conversion rates, all biphasic waveforms are equivalent up to 200 joules.

Biphasic waveforms differ with respect to: peak current, how the current is maintained and how long the current is delivered. However, the cumulative output is measured as energy (joules). The same biphasic vs. biphasic studies that compared conversion rates between the biphasic truncated exponential waveform (BTE) and the ZOLL rectilinear biphasic waveform (RBW) showed that different levels of current, at the same programmed energies, did not produce different conversion rates. Rather, they were statistically equivalent at 100J, 150J and at 200 joules.[1-5] (Again), cumulative energy dictated the conversion rates, not peak current.

## The evidence

**Biphasic waveforms are equally effective at 200 joules**

The level of current doesn't determine conversion rate[1, 2, 3]




**Physio-Control**

200 joules

96% efficacy

(184/192)

**ZOLL**

200 joules

96% efficacy

(188/195)

Three biphasic vs. biphasic clinical studies specifically compared waveforms used by Physio-Control and ZOLL in synchronized cardioversion. The combined results show that, though ZOLL's waveform delivers higher levels of current, the waveforms are equally effective at 200 joules.

# 3

## Not all patients convert at energy levels up to 200J. Clinicians are now using more targeted strategies for difficult-to-defibrillate patients.

It's no longer controversial, there is a difficult-to-defibrillate patient population. Clinicians are now using strategies to help patients in refractory VF, such as:

1. Defibrillation protocols starting at maximum energy settings
2. Alternative/additional pad placement using maximum energy settings
3. Taking intra-arrest patients directly to cath lab and bypassing the ED

Recent defibrillation research even shows that lower conversion rates from variations in pad placement can be overcome by using a higher defibrillation energy.[25] And a recent U.S. hospital survey showed that 59% of Electrophysiology Labs are using external defibrillators that can deliver 360J for rescue shocks.[26]

## Further evidence

Only 8 of the 27 published reports cite first shock success rates greater than 90%,[6-13] others report success rates of 70% or less,[14-17] including our competitors' largest published data sets:

- Philips® (Kramer-Johansen, et al.[17]) = 70% efficacy
- ZOLL® (Stothert, et al.[14]) = 67% efficacy

Recurrent VF is common in patients with VF cardiac arrest, with studies reporting rates as high as 74%.[18,19] VF can become more difficult to terminate in later episodes.[18] A small subset of difficult-to-defibrillate patients accounts for the majority of failed shocks[18,19] and the data shows us that it's impossible to predict who those patients will be.

The FDA is evaluating the significance of 17 reports of events since 2009 in which a 200 joules biphasic defibrillator was ineffective and a subsequent shock from a different 360 joules biphasic defibrillator resulted in immediate defibrillation/cardioversion.

# 4

## Biphasic shocks at 360 joules have been shown to improve conversion rates.

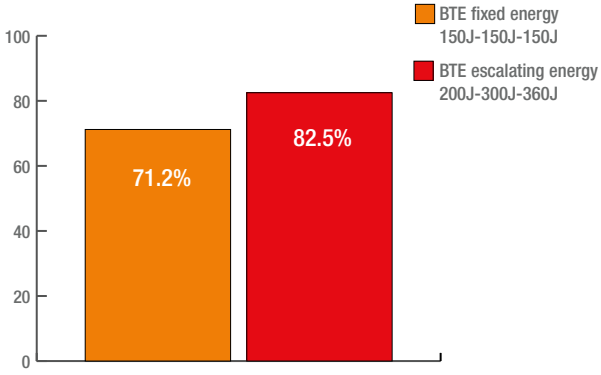
When low energy shocks fail, escalating energy to 360 joules improves conversion rates.

## The evidence

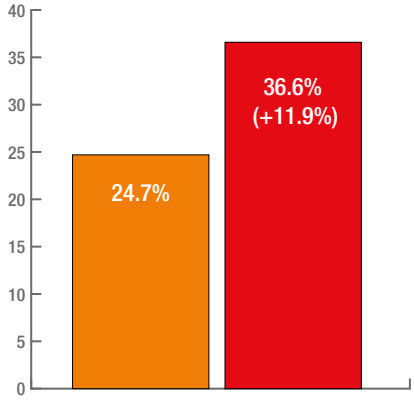
The 2010 International Consensus on CPR and ECC Science with Treatment Recommendations (CoSTR) confirms this is supported by high levels of evidence. “Evidence from one well-conducted randomized trial (LOE 1) and one other human study (LOE 2) employing BTE waveforms suggested that higher energy levels are associated with higher shock-success rates.”[20] Clinical data support full energy in both VF[19,20,21] and AF[22,23] patients. In AF studies, looking at variable initial shock energies, a 360 joule shock was recommended when the first 200 joule shock failed,[23] since a second 200 joule shock is rarely effective.[3]

The 2015 CoSTR did not change statements pertaining to higher energy and higher shock-success rates. It was stated “There are no major differences between the recommendations made in 2015 and those made in 2010.” (e73) [24]

**Higher VF Termination with Higher Energy**




**Improved Conversion to an Organized Rhythm**




A triple-blinded, multi-center, randomized, controlled trial showed significantly higher rates of VF termination and conversion to an organized rhythm when energy was escalated to 360 joules rather than maintaining the same first shock dose in patients needing more than one shock.[20]

A defibrillator purchase is an investment that lasts years. Choosing LIFEPAK defibrillator/monitors with full energy provides you the flexibility you need as guidelines and protocols evolve to reflect new understanding and research.

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**All claims valid as of July 2016.**

**For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com**


**Physio-Control Headquarters**
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

*Customer Support*
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

**Physio-Control Canada**
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115



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GDR 3306561_E

Commissioners Court - Regular Session 22.

Meeting Date: 06/18/2019

Award IFB # 1903-305 Jail Medical Supplies

Submitted For: Randy Barker Submitted By: Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1903-305 Medical Supplies for Williamson County Jail to the best responsive bidder, Zhou Medical Solutions.

Background

Award of this invitation for bid will support the operations of the Williamson County Jail. 71 suppliers viewed the bid with 11 submitting offers. Upon considering pricing and delivery time it was determined that Zhou Medical Solutions is the best value. Contract term is for twelve (12) months with two (2) optional twelve month renewals. Contract starts upon completion of current contract which ends on 7/6/2019. Expenditures for this IFB will be charged to 01.0100.0570.03200. Funding was approved in the FY2019 budget. Department contacts are Doug Wheless and Commander Brian Loyd.

Fiscal Impact

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

Attachments

Recommendation

Tabulation

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 06/13/2019 09:22 AM |
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Erica Smith Started On: 06/12/2019 08:53 AM

Final Approval Date: 06/13/2019

# Williamson County Sheriff's Office
# Medical Department

## *To: Mrs. Erica Smith-Purchasing*

From: Lt. Douglas Wheless- Medical Department

Subject: Medical Supplies for Williamson County Jail

IFB #1903-305

Re: Bid Evaluation

In response to Solicitation IFB # 1903-305, the Purchasing Department received eleven responsive bids from companies desiring to provide medical supplies for the Williamson County Jail Medical Department.

The Medical Department staff, with Purchasing Department overview, reviewed the Bid Tabulation.

After reviewing the Bid Tabulation and considering the pricing and delivery time, Zhou Medical Solutions is the best overall selection for medical supplies for the Williamson County Jail Medical Department.

The Williamson County Jail Medial Department recommends that Zhou Medical Solutions be awarded the medical supplies contract for the Williamson County Jail Medical Department - Solicitation # 1903-305.

Thank you,

Doug Wheless
Medical Supervisor

# Williamson County Bid Tabulation

## IFB 1903-305 Medical Supplies for Williamson County Jail

### Contract Period July 7, 2019 Through July 6, 2020

| DESCRIPTION OF PRODUCT | Zhou Medical Solutions | Antillean Rx | Penny's Medical Supplies | Clinical Solutions | Medline | Premiere Scientific | Bound Tree | Medco | Quadmed | IGMC | CPR Savers |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL MEDICAL SUPPLIES** | | | | | | | | | | | |
| 4 X 4 NON-STERILE GAUZE 12-Ply | 0.0178 | 0.0183 | 0.0233 | 0.0276 | 0.2300 | 0.0175 | 0.0539 | 0.0432 | 0.0488 | 0.0213 | 0.0400 |
| ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX | 0.0053 | 0.0072 | 0.0098 | 0.0098 | 0.0100 | 0.0077 | 0.0070 | 0.0081 | 0.0072 | 0.0111 | 0.0750 |
| URINE CHEM STRIP - 10 TESTS (100-STRIPS) | 0.2690 | 0.5214 | 0.2156 | 0.4923 | 0.5300 | 0.1326 | 0.4979 | 0.1565 | NO BID | 0.2700 | NO BID |
| GRADUATED MEDICINE CUPS 1OZ PLASTIC DISPOSABLE | 0.0067 | 0.0083 | 0.0082 | 0.0090 | NO BID | 0.0071 | 0.0082 | 0.0089 | 0.0078 | 0.0080 | NO BID |
| SILENT KNIGHT PILL CRUSHER POUCH 50 PACK | 0.0736 | 0.6940 | 0.0431 | 0.0456 | NO BID | 0.0320 | NO BID | NO BID | NO BID | 0.0360 | NO BID |
| **DIABETIC SUPPLIES** | | | | | | | | | | | |
| GLUCOMETER KIT - TRUE TRACK SMART SYSTEM | 13.3280 | 18.8000 | 26.9400 | 34.5300 | Meter Agreement | 12.0000 | Included w/ Purch of Strips | NO BID | 16.5000 | FREE W/purch of strips | NO BID |
| GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM | 0.3067 | 0.4734 | 0.4380 | 0.5181 | 0.1000 | 0.2000 | 0.1700 | NO BID | 0.2598 | 0.1688 | NO BID |
| INSTANT GLUCOSE - 15 GRAMS/TUBE | 1.4033 | 4.1600 | 4.3100 | 4.9333 | 1.8800 | NO BID | 1.1600 | 1.4600 | 3.1400 | 2.3040 | NO BID |
| INSULIN SYRINGE W/NEEDLE 1ML 28GA 1/2INCH | 0.1040 | 0.0891 | 0.1240 | 0.1172 | 0.1600 | 0.0894 | 0.1045 | NO BID | 0.1147 | 0.1107 | NO BID |
| LANCETS - UNISTICK 2 COMFORT 28G | 0.1830 | 0.1493 | 0.1584 | 0.1794 | 0.2600 | 0.1405 | 0.1535 | NO BID | 0.0963 | 0.0911 | NO BID |
| **OVER-THE-COUNTER DRUGS/MEDICATION** | | | | | | | | | | | |
| ACETAMINOPHEN 325MG 1000ct | 0.0070 | 0.0080 | 0.0086 | 0.0094 | 0.0014 | 0.0140 | 0.0814 | 0.0086 | 0.0058 | NO BID | NO BID |
| ASA 325MG 100ct | 0.0100 | 0.0119 | 0.0131 | 0.0116 | 0.0244 | 0.0106 | 0.0073 | 0.0081 | 0.0099 | NO BID | NO BID |
| ASPRIN 81mg, BABY CHEWABLE TABLETS 36ct | 0.0200 | 0.0258 | 0.0272 | 0.0342 | 0.0314 | 0.0236 | 0.0264 | 0.0316 | 0.0256 | NO BID | NO BID |
| CLOTRIMAZOLE CREAM 1%, 1 OZ TUBE | 0.9720 | 2.1400 | 2.7200 | 2.0500 | 1.3400 | 2.5000 | 4.7200 | 8.3000 | NO BID | NO BID | NO BID |
| ENSURE PLUS CHOCOLATE FLAVOR 8-OZ | 2.4850 | 1.3929 | 1.3575 | 1.6171 | 1.4100 | 3.3267 | NO BID | NO BID | NO BID | NO BID | NO BID |
| FOLIC ACID 1 MG 100ct | 0.0180 | 0.0649 | 0.1211 | 0.0702 | 0.1700 | 0.0149 | NO BID | NO BID | NO BID | NO BID | NO BID |
| HYDROCORTISONE CREAM 1%- .9 GM PACKETS | 0.0570 | 0.0470 | 0.0584 | 0.0817 | 1.1700 | 0.1200 | 0.0680 | 0.0522 | 0.0746 | NO BID | NO BID |
| IBUPROFEN 200 MG – 1000ct BTL | 0.0160 | 0.0115 | 0.0122 | 0.0137 | 0.0189 | 0.0149 | 0.0212 | 0.0184 | 0.0188 | NO BID | NO BID |
| OMEPRAZOLE 20MG | 0.0420 | 0.1762 | 0.0158 | 0.6579 | NO BID | 0.7002 | 0.1827 | 1.0454 | NO BID | NO BID | NO BID |
| LICE SHAMPOO -1 GAL | 63.0420 | 51.0300 | 62.8800 | 59.2700 | 77.4500 | 71.2500 | 105.6100 | NO BID | NO BID | NO BID | NO BID |
| IMODIUM MULTI-SYSPTOM 125-2 MG 12-BX | 0.6560 | 0.1083 | 0.5535 | 0.1342 | 0.1283 | 1.5792 | 0.4283 | 0.2198 | NO BID | NO BID | NO BID |
| NAPROXEN 500mg 1000ct | 0.0630 | 0.1293 | 0.1559 | 0.1399 | NO BID | 0.0505 | 0.0699 | 0.1157 | NO BID | NO BID | NO BID |
| MILK OF MAGNESIA 12oz | 1.8840 | 1.5200 | 1.9000 | 2.4100 | 1.8700 | 2.9000 | 2.6900 | NO BID | NO BID | NO BID | NO BID |
| MULTI-VITAMIN SUPPLEMENT | 0.0170 | 0.0107 | 0.0107 | 0.0102 | 0.0153 | 0.0229 | NO BID | 0.0758 | NO BID | NO BID | NO BID |
| AMMONIA CAPSULES-STIMULANT INHALENT | 0.2480 | 0.5290 | 0.3210 | 0.2850 | NO BID | NO BID | 1.3892 | 0.3460 | 0.1600 | NO BID | NO BID |
| BENADRYL 50mg | 0.0330 | 0.0253 | 0.0346 | 0.4447 | NO BID | 0.0167 | 0.0235 | 0.4150 | 0.0920 | NO BID | NO BID |
| ORAJEL MAX .25-OZ TUBE | 5.7600 | 7.2800 | 4.9600 | 5.5900 | 1.2300 | 6.4300 | 5.5900 | NO BID | NO BID | NO BID | NO BID |
| PRENATAL VITAMIN SUPPLEMENT | 0.0310 | 0.0031 | 0.0440 | 0.0366 | 0.0320 | 0.0357 | NO BID | NO BID | NO BID | NO BID | NO BID |
| TRIPLE ANTIBIOTIC CREAM PACKETS .9GM | 0.0630 | 0.1020 | 0.1381 | 0.1187 | 1.1600 | 0.0800 | 1.6200 | 0.0634 | 0.0565 | NO BID | NO BID |
| TUMS/ANTACID 500mg | 0.0380 | 0.0368 | 0.0133 | 0.0198 | 0.0153 | 0.0167 | 0.0524 | 0.0170 | 0.0430 | NO BID | NO BID |
| | **91.1593** | **89.5736** | **107.615** | **113.8670** | **89.24** | **101.7334** | **124.7351** | **12.3937** | **20.6608** | **3.02094** | **0.1150** |
| | | | | | | | | | | | |
| **Delivery Time** | **3-5 days** | **N/A** | **30 Days ARO** | **Next Day on Orders Placed Before 2:00 CST** | **2 Days ARO For Stocked Items** | **7-10 Days** | **2-3 Days ARO** | **3-5 Business Days** | **N/A** | **7 Days** | **14 Days** |

Commissioners Court - Regular Session 23.

Meeting Date: 06/18/2019

Concrete Slab at Sheriff's Office

Submitted For: Randy Barker Submitted By: Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Alpha Paving Industries LLC to provide installation of a concrete slab at the Sheriff's Office Shooting Range in the amount of $24,875.00 and authorizing execution of the agreement.

Background

This agreement is for construction of a concrete slab at the Sheriff's Office Shooting Range. Purchasing requested quotes for this service and received 9 viable quotes. After the reviewing the quotes, the Facilities Department determined that Alpha Paving returned the best value quote. Department point of contact is Bob Lubecker. Funding Source 01.0100.1008.004509.

Fiscal Impact

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

Attachments

Quote

Contract

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 06/13/2019 09:25 AM |
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Andrew Portillo Started On: 06/13/2019 08:10 AM

Final Approval Date: 06/13/2019

alpha paving INDUSTRIES LLC

**15 Roundville Lane, Round Rock, Texas 78664** *PHYSICAL*
**Post Office Box 6565, Round Rock, Texas 78683** *MAILING*
**512.677.9001 | 512.677.9002 FAX | www.alphapaving.com**
COMMERCIAL | MUNICIPAL | AVIATION | MULTI FAMILY
PAVING - REPAIRS - SEALCOAT - STRIPING - CONCRETE - ADA

rated by Austin Business Journal ONE OF THE TOP 50 FASTEST GROWING COMPANIES in central tx. 2015

***Date:*** **5/3/2019**

*Company:* WILLIAMSON COUNTY
*Contact:* BLAKE SKILES 512-943-1478
*Address:*
*Email:*

*Project:* CONCRETE SLAB @ SHERIFF'S DEPARTMENT
*Address:* HUTTO
*Notes:* BID 1904-315

| ***PROPOSAL*** | **Quantity** | **Unit Price** | **Total** |
|---|---|---|---|
| | | | |
| **75' X 60' X 4" CONCRETE SLAB** | | | |
| *Scope of Work Includes:*<br>*1. Subgrade Grading*<br>*2. Form and Pour 4" Concrete Slab*<br>*3. Install #3 Rebar at 16" on centers each way*<br>*4. Install Expansion Joints and Contraction Saw Cuts* | | | |
| **NOTES:** | | | |
| *The above prices are based on the Plans dated 4-23-2019*<br>*Concrete to be 3,000 psi*<br>*Rebar to be #3 Grade 60*<br>*The above Prices do not include Sales Tax*<br>*This Proposal does not include Payment or Performance Bonds*<br>*Alpha Paving is Fully Insured* | | | |
| **LUMP SUM TOTAL** | 1 LS | $ 24,875.00 /LS | $24,875.00 |

TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified above otherwise. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify Alpha Paving of any utilities buried less than 12 inches deep including private utilities and irrigation. Alpha Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified payment terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. This proposal is valid for 30 days.

| | |
|---|---|
| Subtotal | $ 24,875.00 |
| TAX EXEMPT | $ - |
| **Grand Total** | **$ 24,875.00** |

PROPOSAL ACCEPTANCE: The above prices, specifications, terms, and conditions are accepted. Payment will be made in full NET 30 DAYS after completion of work unless specified otherwise under a separate written agreement.
I agree to complete a Project Information Form (next page) prior to scheduling of work.

*Thank you for the opportunity to bid this work. Please let me know if you have any questions!*

**Manny Trinidad**
**512-368-6055**
**manny@alphapaving.com**

Authorized Signature _____ Printed Name _____ Title _____ Date _____

2013 SMALL BUSINESS OF THE YEAR CITY OF AUSTIN SMBR · BBB A+ ACCREDITED · THE CHAMBER ROUND ROCK TEXAS ACCREDITED · GREATER ACEA · AUSTIN apartment association · AUSTIN BUSINESS JOURNAL fast 50 2015 #6 · HUB Statewide Historically Underutilized Business Program

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# SERVICES CONTRACT
# FOR
# CONCRETE SLAB
## (Sheriff's Office)

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Alpha Paving Industries LLC** (hereinafter "Service Provider"), P.O. Box 6565, Round Rock, Texas 78683 (ph. 512-677-9001). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

## I.

**Services**: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Proposal, dated May 3, 2019, which is designated Exhibit "A" and incorporated herein as if copied in full.**

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

II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $24,875.00.**

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

IV.

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

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

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $ 500,000 | $ 500,000 |
| Aggregate policy limits: | | $1,000,000 |

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

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

V.

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

**A. As described in the attached Proposal, dated May 3, 2019, which is incorporated herein as if copied in full; and**

**B. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

**No Agency Relationship & Indemnification**: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative

of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

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

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

VIII.

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

IX.

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

X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

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

XIII.

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

XIV.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

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

XVI.

**No Assignment:** Service Provider may not assign this Contract.

XVIII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2019

**SERVICE PROVIDER:**

Manny Zavala
Authorized Signature

Manny Tavalad
Printed Name

Date: 6-3- ___, 2019

**Exhibit(s)**
**Proposal, dated May 3, 2019**

Commissioners Court - Regular Session 24.

Meeting Date: 06/18/2019

1704-154 renewal 2 with Vulcan Construction Materials

Submitted For: Randy Barker Submitted By: Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Aggregate Contract 1704-154 with Vulcan Construction Materials, for the same terms and conditions as the existing contract, with the exception of price increase request from $47.14/ton to $48.89/ton due to increase in asphalt materials, production and transportation costs, subject to Commissioners Court approval.

Background

The Road and Bridge department submitted a Vendor Performance Report (VPR) that reflected that the vendor met county requirements on contract, and request to renew for the second renewal period. The funding source for this contract renewal is under Aggregate/Rock Materials, 01.0200.0210.003556.

Fiscal Impact

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

Attachments

1704-154 signed renewal 2 with Vulcan Construction Materials

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 06/12/2019 04:06 PM |
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Dianne West Started On: 06/11/2019 09:28 AM

Final Approval Date: 06/13/2019

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Commodity | **Department:** | Road & Bridge |
| **Vendor Name:** | Vulcan Construction Materials | | |
| **Vendor Address:** | P.O. Box 791550, San Antonio, Texas 78279 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Aggregate – Primary award for item 4, TxDot Item 302, Type E, Grade 5 | | | |
| **P.O./Contract Number:** | 1704-154 | **Effective Date:** | 05/09/2019 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | 05/08/2020 |
| **Requested By:** | Terron Evertson, Department Director | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of price increase from $47.14/ton to $48.89/ton due to increase in Asphalt commodity, production and transportation costs, and is subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

| | |
|---|---|
| Renewal Option Period 2 | May 09, 2019 – May 08, 2020 |
| Renewal Option Period 1 | May 09, 2018 – May 08, 2019 |
| Initial Contract Period | May 09, 2017 – May 08, 2018 |

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Vendor Vulcan Construction Materials LLC

Name Oscar Benavides

Title Sales Mgr.

Signature _____

Date 5-23-19

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Vulcan
Materials Company

May 13, 2019

Dianne West, Contract Specialist
Williamson County Purchasing Dept.
100 Wilco Way, Ste. P101
Georgetown, TX 78626

RE: Renewal of Williamson County Contract 1704-154 Type E, Grade 5

Dear Dianne:

Due to an increase in production costs and transportation costs, we would like to extend the bid for Type E, Grade 5 on Contract 1704-154 with an increase of $1.75/ton. This would make our price go from $47.14/ton to $48.89/ton.

Thank you for your consideration.

Oscar Benavides, Area Sales Manager

# ASPHALT PRICES

| US | Posted Prices Asphalt Cement US$/ST | | | Selling Prices Asphalt Cement US$/ST | | | Selling Prices Roofing Flux US$/ST | | |
|---|---|---|---|---|---|---|---|---|---|
| **East Coast/Northeast** | | | | | | | | | |
| CT/MA/ME/NH/RI/VT | 500 | — | 575 | 490 | — | 560 | 445 | — | 455 |
| Inland NY/Cent. PA | 500 | — | 545 | 470 | — | 500 | 445 | — | 455 |
| NYC/NJ | 440 | — | 520 | 435 | — | 485 | 445 | — | 455 |
| E. PA/MD | 440 | — | 500 | 430 | — | 460 | 445 | — | 455 |
| VA/NC/SC | 450 | — | 520 | 435 | — | 490 | 435 | — | 460 |
| GA/FL | 450 | — | 515 | 435 | — | 505 | 440 | — | 470 |
| N.E. Barge FOB | | | | 415 | — | 430 | | | |
| New England Barge | | | | 445 | — | 465 | | | |
| N.E. Barge CIF | | | | 435 | — | 450 | 360 | — | 395 |
| S.E. Barge CIF | | | | 435 | — | 450 | 360 | — | 395 |
| **MidContinent/Midwest** | | | | | | | | | |
| ND/SD/NE | 480 | — | 525 | 450 | — | 490 | 420 | — | 450 |
| KS/OK/N. TX | 475 | — | 500 | 450 | — | 505 | 380 | — | 475 |
| MN/WI | 460 | — | 525 | 460 | — | 520 | 420 | — | 450 |
| MO/IL/IA | 480 | — | 525 | 465 | — | 505 | 400 | — | 450 |
| IN/OH/MI | 480 | — | 525 | 470 | — | 500 | 400 | — | 460 |
| Area Barge | | | | 350 | — | 370+ | 385 | — | 445 |
| Area Rail | | | | 350 | — | 365 | | | |
| **Gulf Coast/Mid-South** | | | | | | | | | |
| S. TX/S. LA | 450 | — | 510 | 445 | — | 495 | 425 | — | 450 |
| AL/MS/N. LA | 475 | — | 505 | 460 | — | 505 | 420 | — | 475 |
| TN/KY/AR | 480 | — | 550 | 460 | — | 535 | 410 | — | 450 |
| Area Barge | | | | +420 | — | 435+ | 395 | — | 410 |
| **Rocky Mountain** | | | | | | | | | |
| WY/MT | | | | 405 | — | 450 | | | |
| CO/NM | 450 | — | 525 | 425 | — | 515 | | | |
| AZ/UT | 450 | — | 500 | 440 | — | 510 | | | |
| Wholesale - Rail FOB | | | | 320 | — | 335 | | | |
| **West Coast/Northwest** | | | | | | | | | |
| WA/OR | 425 | — | 525 | 425 | — | 515 | 450 | — | 475 |
| N. CA | 550 | — | 600 | 450 | — | 480 | | | |
| S. CA | 475 | — | 520 | 450 | — | 480 | 450 | — | 460 |
| **CANADA** | **C$/MT** | | | **C$/MT** | | | | | |
| British Columbia | 720 | — | 730 | 600 | — | 655 | | | |
| Alberta | 705 | — | 755 | 650 | — | 700 | | | |
| Sask./Manitoba | 730 | — | 765 | 620 | — | 700 | | | |
| Toronto, Ontario | 810 | — | 830 | 770 | — | 790 | | | |
| Montreal, Quebec | 935 | — | 940 | 850 | — | 885 | | | |

"+" Denotes price increase from last issue's price. "–" Denotes price decrease from last issue's price.
FOB prices are for domestic barrels, CIF prices are for both domestic and imported barrels. "NA" is not available or ceased posting.

## ASPHALT PRICES

| US | Posted Prices Asphalt Cement US$/ST | Selling Prices Asphalt Cement US$/ST | Selling Prices Roofing Flux US$/ST |
|---|---|---|---|
| **East Coast/Northeast** | | | |
| CT/MA/ME/NH/RI/VT | +440 — 500 | +430 — 500+ | 395 — 410 |
| Inland NY/Cent. PA | +420 — 460 | +420 — 455+ | 395 — 410 |
| NYC/NJ | 410 — 460 | * 400 — 430+ | 395 — 410 |
| E. PA/MD | 400 — 500 | 400 — 430+ | 395 — 410 |
| VA/NC/SC | 410 — 465 | 410 — 445+ | 395 — 410 |
| GA/FL | +410 — 445 | +400 — 455+ | 405 — 425 |
| N.E. Barge FOB | | +395 — 410+ | |
| New England Barge | | +425 — 445+ | |
| N.E. Barge CIF | | +415 — 435+ | 390 — 405 |
| S.E. Barge CIF | | +415 — 435+ | 390 — 405 |
| **MidContinent/Midwest** | | | |
| ND/SD/NE | 375 — 410+ | +365 — 410+ | 350 — 400 |
| KS/OK/N. TX | 375 — 440 | 375 — 440 | 375 — 400 |
| MN/WI | 350 — 420 | +340 — 410 | 350 — 400 |
| MO/IL/IA | 400 — 440 | +350 — 440 | 390 — 450 |
| IN/OH/MI | 400 — 420 | 390 — 415 | 395 — 450 |
| Area Barge | | 325 — 345 | 375 — 425 |
| Area Rail | | 325 — 345 | |
| **Gulf Coast/Mid-South** | | | |
| S. TX/S. LA | 375 — 405 | 360 — 405 | 365 — 400 |
| AL/MS/N. LA | 395 — 420 | 395 — 415 | 350 — 425 |
| TN/KY/AR | 395 — 450 | 395 — 440 | 340 — 400 |
| Area Barge | | 345 — 365 | 340 — 365 |
| **Rocky Mountain** | | | |
| WY/MT | | +350 — 370 | |
| CO/NM | 340 — 385 | 345 — 385 | |
| AZ/UT | 325 — 400 | 340 — 390 | |
| Wholesale – Rail FOB | | 280 — 295 | |
| **West Coast/Northwest** | | | |
| WA/OR | +400 — 500 | +385 — 425 | 400 — 475 |
| N. CA | 450 — 480 | +405 — 435 | |
| S. CA | 440 — 475 | 400 — 435 | 420 — 450 |
| **CANADA** | **C$/MT** | **C$/MT** | |
| British Columbia | 680 — 690 | 535 — 585 | |
| Alberta | 680 — 730 | 475 — 550 | |
| Saskatchewan/Manitob | 680 — 715 | 480 — 600 | |
| Toronto, Ontario | 650 — 675 | 625 — 650 | |
| Montreal, Quebec | 700 — 770+ | 635 — 650 | |

***Note: For week 19, the "Asphalt Cement Selling Price" in "NYC/NJ" should have read "400 - 425".**

"+" Denotes price increase from last issue's price. "–" Denotes price decrease from last issue's price.
FOB prices are for domestic barrels, CIF prices are for both domestic and imported barrels. "NA" is not available or ceased posting.

Commissioners Court - Regular Session 25.

Meeting Date: 06/18/2019

Awarding IFB 1904-312 Bluebonnet Drive Reconstruction

Submitted For: Randy Barker Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

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Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1904-312 Bluebonnet Drive Reconstruction in Chandler Creek Subdivision to the lowest responsive bidder, Chasco Constructors, Ltd., LLP and authorizing execution of the agreement.

Background

Purchasing solicited bids for Bluebonnet Drive Reconstruction. 2,664 suppliers were invited to submit bids of which 42 suppliers viewed the bid and 5 suppliers submitted a bid. After a review of the bids received by Purchasing and Road & Bridge it was determined that Chasco Constructors submitted the lowest responsive bid in the amount of $754,484.00. Department point of contact is Terron Evertson. Funding source P483.

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Fiscal Impact

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

Attachments

Recommendation Letter

Agreement

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 06/12/2019 04:08 PM |
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Thomas Skiles Started On: 06/12/2019 01:37 PM

Final Approval Date: 06/13/2019

WILLIAMSON COUNTY
1848

May 30, 2019

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Bluebonnet Drive Reconstruction – Bid #1904-312

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Chasco Constructors) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Chasco Constructors - $754,484.00
2. Pro Dirt Services - $813,361.62 (Non-Responsive)
3. Smith Contracting - $896,903.75
4. Austin Engineering Co, Inc - $920,029.94
5. Patin Construction, LLC - $996,912.30

The Contractor's low base bid is $66,406.00 above the Engineer's Estimate, a cost increase of 8.8%.

In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $754,484.00 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Chasco Constructors the contract for the Bluebonnet Drive Reconstruction project.

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

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

# Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Chasco Constructors, Ltd., LLP. ("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 # 1904-312, Bluebonnet Drive Reconstruction in Chandler Creek Subdivision; 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 Seven Hundred Fifty-Four Thousand Four Hundred Eighty Four Dollars and Zero Cents ($754,484.00) 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 # 1904-312, 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 **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**ARTICLE 5 PAYMENT:**

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

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

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

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

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

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

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

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

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

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

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

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

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

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

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

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

**COMMISSIONING AND WARRANTY RESPONSIBILITIES**

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

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

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

**ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

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

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

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

**8.1.3** Policies must include the following clauses, as applicable.

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

**8.1.4** Workers' Compensation Insurance Coverage:

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

a. Definitions:

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

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

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

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

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

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

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

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

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

**8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.**

**8.2 INDEMNITY.**

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

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

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

Title: _____

Date: _____

**CONTRACTOR:**

Chasco Constructors, Ltd., LLP.

By: Charles J Glaco Jr

Printed Name: Charles J. Glaco, Jr.

Title: President

Date: June 4, 2019

**Party Representatives**

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Beth Lalonde
PO Box 1057
Round Rock, TX 78680
_____
Phone (512) 244-0600
Fax (512) 244-6087

Commissioners Court - Regular Session 26.

Meeting Date: 06/18/2019

Discuss consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Jarrell for Ronald Reagan Blvd

| | | | |
|---|---|---|---|
| Submitted For: | Terron Evertson | Submitted By: | Kelly Murphy, Infrastructure |
| Department: | Infrastructure | | |
| Agenda Category: | Consent | | |

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Jarrell for resurfacing of Ronald Reagan Blvd.

Background

The County will amend, by way of a change order, the current Ronald Reagan Blvd resurfacing project to include the segment of the roadway that is within the existing City of Jarrell right-of-way. The City of Jarrell will reimburse the County for all costs incurred by this change order in an amount not to exceed $320,000. The City of Jarrell approved the Interlocal Agreement at the May 28, 2019 City Council meeting.

Fiscal Impact

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

Attachments

ILA- Ronald Reagan Blvd

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Kelly Murphy Started On: 06/13/2019 10:35 AM

Final Approval Date: 06/13/2019

City of Jarrell

**RESOLUTION NO. 2018-05-28-02**

**A RESOLUTION OF THE CITY OF JARRELL, TEXAS TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF JARRELL REGARDING THE RESURFACING OF RONALD REAGAN BOULEVARD IMPROVEMENTS AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS,** the City of Jarrell ("City") and Williamson County ("County") have a mutual intent and understanding with respect to the Interlocal Agreement regarding resurfacing of Ronald Reagan Boulevard Improvements; and

**WHEREAS,** the City of Jarrell ("City") and Williamson County ("County") will enter into the Interlocal Agreement attached as "Exhibit A."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JARRELL, TEXAS:**

That the City Manager is hereby authorized and directed to execute an Interlocal agreement with the County, on behalf of the City, providing for the City's reimbursement to Williamson County, not to exceed $320,000.00, for costs incurred for the resurfacing of Ronald Reagan Boulevard Improvements.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting, at which this Resolution was adopted, was posted and that such meeting was open to the public a required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED, PASSED AND APPROVED** by the City Council of the City of Jarrell, Texas, on this the **28th** day of **May, 2019**.

**THE CITY OF JARRELL**

**BY:**

Larry Bush, Mayor

CITY OF JARRELL TEXAS Est. 1909 • Inc. 2001

**ATTEST:**

Dianne Peace, City Secretary

**INTERLOCAL AGREEMENT REGARDING**
**RESURFACING OF RONALD REAGAN BOULEVARD IMPROVEMENTS**

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

**THIS INTERLOCAL AGREEMENT REGARDING RESURFACING OF RONALD REAGAN BOULEVARD IMPROVEMENTS** ("**Agreement**") is entered into between City of Jarrell, General Law Type A city and political subdivision of the State of Texas situated in Williamson County ("the **City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

**WHEREAS,** the County is, has been and will be in the process of resurfacing Ronald Reagan Boulevard (the "County Projects"); and

**WHEREAS,** this Agreement sets forth the terms and conditions pursuant to which the County shall resurface the Improvements within a segment of the County Project within existing city right-of-way.

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.
## STATEMENT OF INTENT

**1.01 General.** The purpose of this Agreement is to provide for the County's resurfacing of Ronald Reagan Boulevard caused by the County's resurfacing of Ronald Reagan Boulevard (the "City Project").

**1.02 Resurfacing of Improvements.** The County will, at its own expense, resurface the Improvements as described in the construction plans and the specifications associated with the construction plans (the "Plans and Specifications") within existing city right-of-way, as defined in a change order.

The Plans and Specifications are those prepared by the County, dated 6/1/2018 and entitled Ronald Reagan Blvd Improvements, which are incorporated herein by reference.

**1.03 Continuation of Service.** The County agrees that the County Project shall be undertaken so as to minimize any disruption to the local businesses and the traveling public.

## II.
## CONSTRUCTION OF PROJECT

**2.01 General.** The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

**2.02 Construction Plans.** The County shall submit the change order for the Project Plans and specifications related to resurfacing of Ronald Reagan Boulevard, and any changes or modifications thereto, to the City prior to commencing construction.

**2.03 Inspection.** The City may inspect the change order for the Project Plans and the physical improvements during construction. If the City's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the City, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

**2.04 Repayment of Costs.** The City shall reimburse the County for all costs that the County incurs for the change order related to the resurfacing of Ronald Reagan Boulevard as stated herein (the "City Reimbursement").

(a) The City Reimbursement shall be in an amount not to exceed Three Hundred and Twenty Thousand Dollars ($320,000). The final amount of the City Reimbursement will be based upon actual contracting costs incurred by the County for the change order of resurfacing Ronald Reagan Boulevard. All invoices shall be presented to the City as soon as possible after the City has accepted the City Project.

(b) The City Reimbursement shall be payable to the County over a term of four years after the City has accepted the City Project. Each annual payment shall equal 25% of the total final City Reimbursement. The first annual payment shall be due on or before April 30, 2020, and each successive annual payment shall be due on or before April 30 of each year.

**2.05 Texas Prompt Payment Act Compliance.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the goods or services are received under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the 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.

**2.06 Insurance, Bonds and Warranties.** The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide bid bonds, performance bonds, payment bonds and

warranty bonds. The County shall transfer any warranties for the Project to the City upon final completion and acceptance of the project.

## III.
## DISPUTES

**3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief**. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive**. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## IV.
## GENERAL PROVISIONS

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

**4.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.07 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.

**4.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**CITY:**
City of Jarrell, Texas
161 Town Center Blvd.
Jarrell, TX 76537
Attn: Vanessa Shrauner
Telephone: (512) 746-4593

**COUNTY:**
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell, Jr.
Telephone: (512) 943-1665

**4.09 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.10 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**4.11 Termination for Convenience.** This agreement may be terminated at any time, prior to the change order execution date, at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, each party will only be liable for its pro rata share of services rendered and goods actually received.

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

*(SIGNATURES ON FOLLOWING PAGE)*

**ATTEST:**

Diane Peace
City Clerk

**CITY OF JARRELL:**

By: Vanessa R Shrauner
Printed Name: Vanessa Shrauner
Title: City Manager
Date: 5/29/19

**ATTEST:**

_____
County Clerk

**WILLIAMSON COUNTY:**

By: _____
Printed Name: Bill Gravell, Jr.
Title: County Judge
Date: _____

Commissioners Court - Regular Session 27.

Meeting Date: 06/18/2019

Discuss consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Jarrell for Quarry Rim Drive

| | | | |
|---|---|---|---|
| Submitted For: | Terron Evertson | Submitted By: | Kelly Murphy, Infrastructure |
| Department: | Infrastructure | | |
| Agenda Category: | Consent | | |

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Jarrell for reconstruction of Quarry Rim Drive.

Background

The County will reconstruct Limestone Terrace and Quarry Rim Drive, including a segment of Quarry Rim Drive that is within the existing City of Jarrell right-of-way. The City of Jarrell will reimburse the County for all costs incurred by this reconstruction within the City's right-of-way in an amount not to exceed $800,000. The City of Jarrell approved the Interlocal Agreement at the May 28, 2019 City Council meeting.

Fiscal Impact

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

Attachments

ILA- Quarry Rim Drive

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Kelly Murphy Started On: 06/13/2019 11:22 AM

Final Approval Date: 06/13/2019

City of Jarrell

**RESOLUTION NO. 2018-05-28-01**

**A RESOLUTION OF THE CITY OF JARRELL, TEXAS TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF JARRELL REGARDING RECONSTRUCTION OF QUARRY RIM DRIVE IMPROVEMENTS AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS,** the City of Jarrell ("City") and Williamson County ("County") have a mutual intent and understanding with respect to the Interlocal Agreement regarding reconstruction of Quarry Rim Drive Improvements; and

**WHEREAS,** the City of Jarrell ("City") and Williamson County ("County") will enter into the Interlocal Agreement attached as "Exhibit A."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JARRELL, TEXAS:**

That the City Manager is hereby authorized and directed to execute an Interlocal agreement with the County, on behalf of the City, providing for the City's reimbursement to Williamson County, not to exceed $800,000.00, for costs incurred for the reconstruction of Quarry Rim Drive Improvements.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting, at which this Resolution was adopted, was posted and that such meeting was open to the public a required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED, PASSED AND APPROVED** by the City Council of the City of Jarrell, Texas, on this the **28th** day of **May, 2019**.

**THE CITY OF JARRELL**

**BY:**

Larry Bush, Mayor

CITY OF JARRELL TEXAS Est 1909 • Inc. 2001

**ATTEST:**

Dianne Peace, City Secretary

**INTERLOCAL AGREEMENT REGARDING**
**RECONSTRUCTION OF QUARRY RIM DRIVE IMPROVEMENTS**

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

**THIS INTERLOCAL AGREEMENT REGARDING RECONSTRUCTION OF QUARRY RIM DRIVE IMPROVEMENTS** ("**Agreement**") is entered into between City of Jarrell, a General Law Type A city and political subdivision of the State of Texas situated in Williamson County ("the **City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

**WHEREAS,** the County is, has been and will be in the process of improving Limestone Terrace and Quarry Rim Drive (the "County Projects"); and

**WHEREAS,** this Agreement sets forth the terms and conditions pursuant to which the County shall reconstruction the Improvements within a segment of the County Project within existing city right-of-way.

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.
## STATEMENT OF INTENT

**1.01 General.** The purpose of this Agreement is to provide for the County's reconstruction of Quarry Rim Drive caused by the County's reconstruction of Limestone Terrace/Quarry Rim Drive (the "City Project").

**1.02 Reconstruction of Improvements.** The County will, at its own expense, reconstruct the Improvements as described in the construction plans and the specifications associated with the construction plans (the "Plans and Specifications") within existing city right-of-way.

The Plans and Specifications are those prepared by Pape-Dawson Engineers, dated 4/15/19 and entitled Limestone Terrace/Quarry Rim Drive Improvements, which are incorporated herein by reference.

**1.03 Continuation of Service.** The County agrees that the County Project shall be undertaken so as to minimize any disruption to the local businesses and the traveling public.

## II.
## CONSTRUCTION OF PROJECT

**2.01 General.** The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

**2.02 Construction Plans.** The County shall submit the Project Plans and specifications related to reconstruction of Quarry Rim Drive, and any changes or modifications thereto, to the City prior to commencing construction.

**2.03 Inspection.** The City may inspect the Project Plans and the physical improvements during construction. If the City's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the City, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

**2.04 Repayment of Costs.** The City shall reimburse the County for all costs that the County incurs for construction related to the reconstruction of Quarry Rim Drive as stated herein (the "City Reimbursement").

(a) The City Reimbursement shall be in an amount not to exceed Eight Hundred Thousand Dollars ($800,000). The final amount of the City Reimbursement will be based upon actual contracting costs incurred by the County for the proposed work of reconstructing Quarry Rim Drive. All invoices shall be presented to the City as soon as possible after the City has accepted the City Project.

(b) The City Reimbursement shall be payable to the County over a term of four years after the City has accepted the City Project. Each annual payment shall equal 25% of the total final City Reimbursement. The first annual payment shall be due on or before April 30, 2020, and each successive annual payment shall be due on or before April 30 of each year.

**2.05 Texas Prompt Payment Act Compliance.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the goods or services are received under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the 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.

**2.06 Insurance, Bonds and Warranties.** The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide bid bonds, performance bonds, payment bonds and

warranty bonds. The County shall transfer any warranties for the Project to the City upon final completion and acceptance of the project.

## III.
## DISPUTES

**3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief**. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive**. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## IV.
## GENERAL PROVISIONS

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

**4.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.07 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.

**4.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**CITY:**
City of Jarrell, Texas
161 Town Center Blvd.
Jarrell, TX 76537
Attn: Vanessa Shrauner
Telephone: (512) 746-4593

**COUNTY:**
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell, Jr.
Telephone: (512) 943-1665

**4.09 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.10 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**4.11 Termination for Convenience.** This agreement may be terminated at any time, prior to the construction contract execution date, at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, each party will only be liable for its pro rata share of services rendered and goods actually received.

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

*(SIGNATURES ON FOLLOWING PAGE)*

**ATTEST:**




Dianne Peace
City Clerk

**CITY OF JARRELL:**

By: Vanessa Shrauner
Printed Name: Vanessa Shrauner
Title: City Manager
Date: 5/29/19

**ATTEST:**

County Clerk

**WILLIAMSON COUNTY:**

By: _____
Printed Name: Bill Gravell, Jr.
Title: County Judge
Date: _____

Commissioners Court - Regular Session 28.

Meeting Date: 06/18/2019

CR 101 Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Hooten Farm, Inc. a Texas Corporation for right of way needed on the CR 101 project (Parcel 10). Funding- Road Bonds P214

Background

Fiscal Impact

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

Attachments

Hooten Contract

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Charlie Crossfield Started On: 06/13/2019 10:58 AM

Final Approval Date: 06/13/2019

**REAL ESTATE CONTRACT**
CR 101 Right of Way—Parcel 10

THIS REAL ESTATE CONTRACT ("Contract") is made by HOOTEN FARM, INC., a Texas corporation (referred to in this Contract as "Seller") 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 0.897 acre (39,067 Sq. Ft.) tract of land situated in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10**)

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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

### Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to the remaining property of Seller, shall be the sum of ELEVEN THOUSAND ONE HUNDRED TWENTY-FIVE and 00/100 Dollars ($11,125.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. Concrete Flume. As an obligation which shall survive the Closing of this transaction, and as part of construction of the proposed improvements to CR 101 for which the Property is being acquired, Purchaser shall at its sole cost install and maintain a concrete flume structure as part of the roadside drainage ditch facility, to be constructed in substantial compliance with the location, design, plan and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

2.04. Fence/Driveway Replacement. As an obligation which shall survive the Closing of this transaction, and as part of construction of the proposed improvements to CR 101 for which the Property is being acquired, Purchaser shall at its sole cost (a) construct replacement barbed wire fencing on the new right of way boundary line between the Property and the remaining property of Seller; and (b) relocate or reconstruct the existing gate and solar powered opener approximately twenty (20) feet to the east into the remaining property of Seller, or at other location designated by Seller prior to construction, in order to allow sufficient stacking depth from the proposed CR 101 roadway facility.

The gate and fencing shall be constructed in substantial compliance with the design, plan and specifications as shown on Exhibit "C" attached hereto and incorporated herein, and shall be constructed and installed in a manner which shall continuously contain livestock on the remaining property of Seller unless other arrangements for the temporary relocation of livestock are made between Seller and Purchaser in advance.

Purchaser shall additionally reconstruct the existing driveway to the remaining property of Seller in the location and in substantial compliance with the design, plan and specifications as shown on Exhibit "B". Purchaser shall revegetate the acquired Property according to standard Williamson County design criteria for roadway construction projects. By execution of this Contract Sellers agree to allow Purchaser, its contractors and agents, to temporarily access the remaining property of Seller for the sole purpose of carrying out the obligations of this paragraph.

## 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

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 current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein 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 Independence Title Company on or before July 15, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Provide any reasonably requested assistance, at no cost to Seller, required to cause the Title Company to issue a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price and insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) 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.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. 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, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas 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.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be allowed to enter and possess the Property prior to Closing for the sole purpose of completing utility relocation activities associated with the proposed County Road 101 improvement construction project of Purchaser, 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.

**SELLER:**

HOOTEN FARM, INC.,
a Texas corporation

By: Jeran J. Hooten

Name: Jeran J. Hooten

Its: President

Date: June 10, 2019

Address: 7960 Shoal Creek Blvd.
Austin, TX 78757

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

**EXHIBIT A**

**County:** Williamson
**Parcel:** 10
**Highway:** County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 10

METES & BOUNDS DESCRIPTION FOR A 0.897 ACRE (39,067 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 68.86 ACRE TRACT OF LAND AS CONVEYED TO HOOTEN FARMS, INC. BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1039, PAGE 102 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.897 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING FOR POINT OF REFERENCE** at a 1-inch iron pipe found at the most southerly southwest corner of the above described Hooten Farms tract at the southeast corner of a called 0.97-acre tract as conveyed to RCNT, LP by warranty deed with vendor's lien as recorded in Document Number 2004072044 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod found at the southeast corner of said Hooten Farms tract bears N 68°39'30" E a distance of 1,376.54 feet; Thence with the east line of said RCNT tract, N 21°40'30" W a distance of 300.00 feet to a calculated point at the northeast corner of said RCNT tract, at an inside corner of said Hooten Farms tract; Thence, with a south line of said Hooten Farms tract, S 79°58'30" W a distance of 108.66 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,182,543.10, E: 3,190,894.03) set on the north line of said RCNT tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 46.00 feet right of County Road 101 baseline station 74+22.63;

**THENCE**, continuing with a south line of said Hooten Farms tract **S 79°58'30" W** a distance of **29.95** feet to a calculated point at the common west corner of said Hooten Farms tract and the RCNT tract on the east right-of-way line of County Road 101 (width varies), for the southwest corner of the herein described tract;

**THENCE**, with the east right-of-way line of said County Road 101 and the west line of said Hooten Farms tract the following four (4) courses:

1) **N 21°44'00" W** a distance of **673.07** feet to a calculated angle point;

2) **N 16°41'30" W** a distance of **130.65** feet to a calculated angle point;

3) **N 09°24'55" W** a distance of **23.45** feet to a calculated point at the northwest corner of said Hooten Farms tract, for the northwest corner of the herein described tract; and

4) **N 80°50'32" E** a distance of **41.22** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on a north line of said Hooten Farms tract, at the southwest corner of the remaining portion of a called 54.791-acre tract as conveyed to Robert E. Prasatik by warranty deed with vendor's lien as recorded in Volume 772, Page 605 of the Deed Records of Williamson County Texas, for the northeast corner of the herein described tract, 80.33 feet right of County Road baseline station 82+45.41;

**THENCE,** departing the north line of said Hooten Farms tract and over and across said Hootens Farms tract, **S 21°49'40" E** a distance of **39.38** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 80.00 feet right of County Road baseline station 82+05.71;

**THENCE,** continuing over and across said Hooten Farms tract, **S 22°25'27" E** a distance of **401.11** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the right, 80.00 feet right of County Road baseline station 78+04.60;

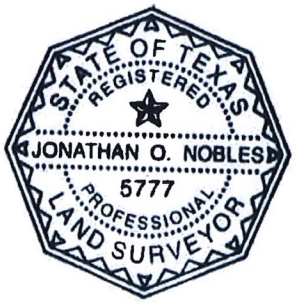
**THENCE,** continuing over and across said Hooten Farms tract, along said curve to the right, an arc distance of **4.64** feet, having a radius of **10,080.00** feet, a central angle of **0°01'35"** and a chord which bears **S 22°24'39" E** a distance of **4.64** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 80.00 feet right of County Road baseline station 78+00.00;

**THENCE,** continuing over and across said Hootens Farms tract, **S 10°26'39" E** a distance of **169.03** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 46.00 feet right of County Road baseline station 76+35.00;

**THENCE,** continuing over and across said Hootens Farms tract, **S 21°56'01" E** a distance of **212.36** feet to the **POINT OF BEGINNING** and containing 0.897 acre (39,067 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

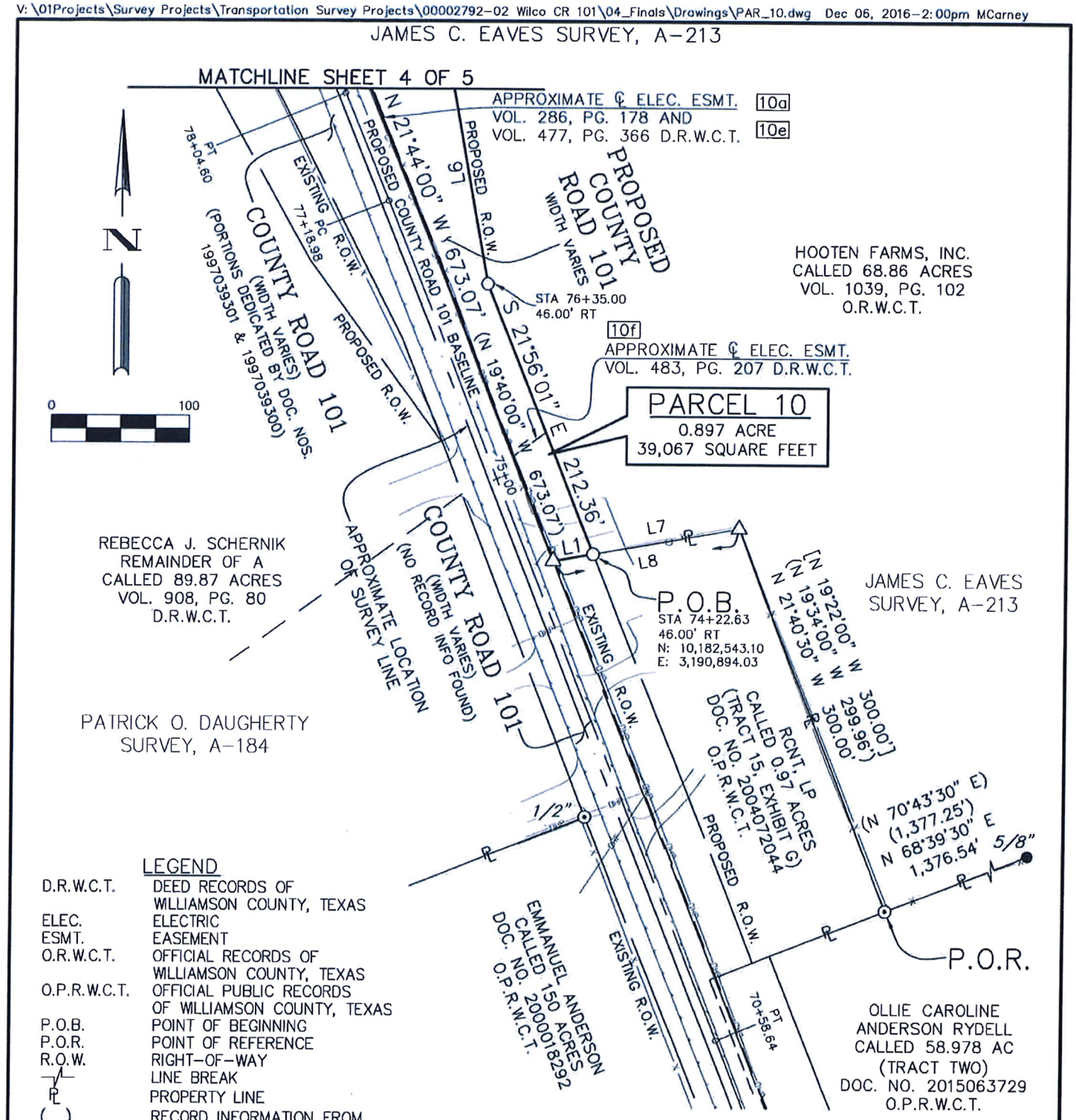
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.




12/09/2016
Date

Jonathan O. Nobles RPLS No. 5777
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Client: Williamson County
Date: December 6, 2016
Job No: 2792-02




## LEGEND

| | |
|---|---|
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| ELEC. | ELECTRIC |
| ESMT. | EASEMENT |
| O.R.W.C.T. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| R.O.W. | RIGHT-OF-WAY |
| | LINE BREAK |
| PL | PROPERTY LINE |
| ( ) | RECORD INFORMATION FROM VOL. 1039, PG.102 |
| [ ] | RECORD INFORMATION FROM DOC. NO. 2004072044 |
| { } | RECORD INFORMATION FROM DOC. NO. 1998034694 |
| ● | FOUND 1/2" IRON ROD |
| ⊙ | FOUND 1" IRON PIPE |
| ○ | SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP |
| △ | CALCULATED POINT |
| UHP | OVERHEAD POWER |
| X | BARBED WIRE FENCE |
| ⊖ | CHAIN LINK FENCE |
| U | GUARDRAIL |
| | EDGE OF ASPHALT |

**Brown & Gay Engineers, Inc.**
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

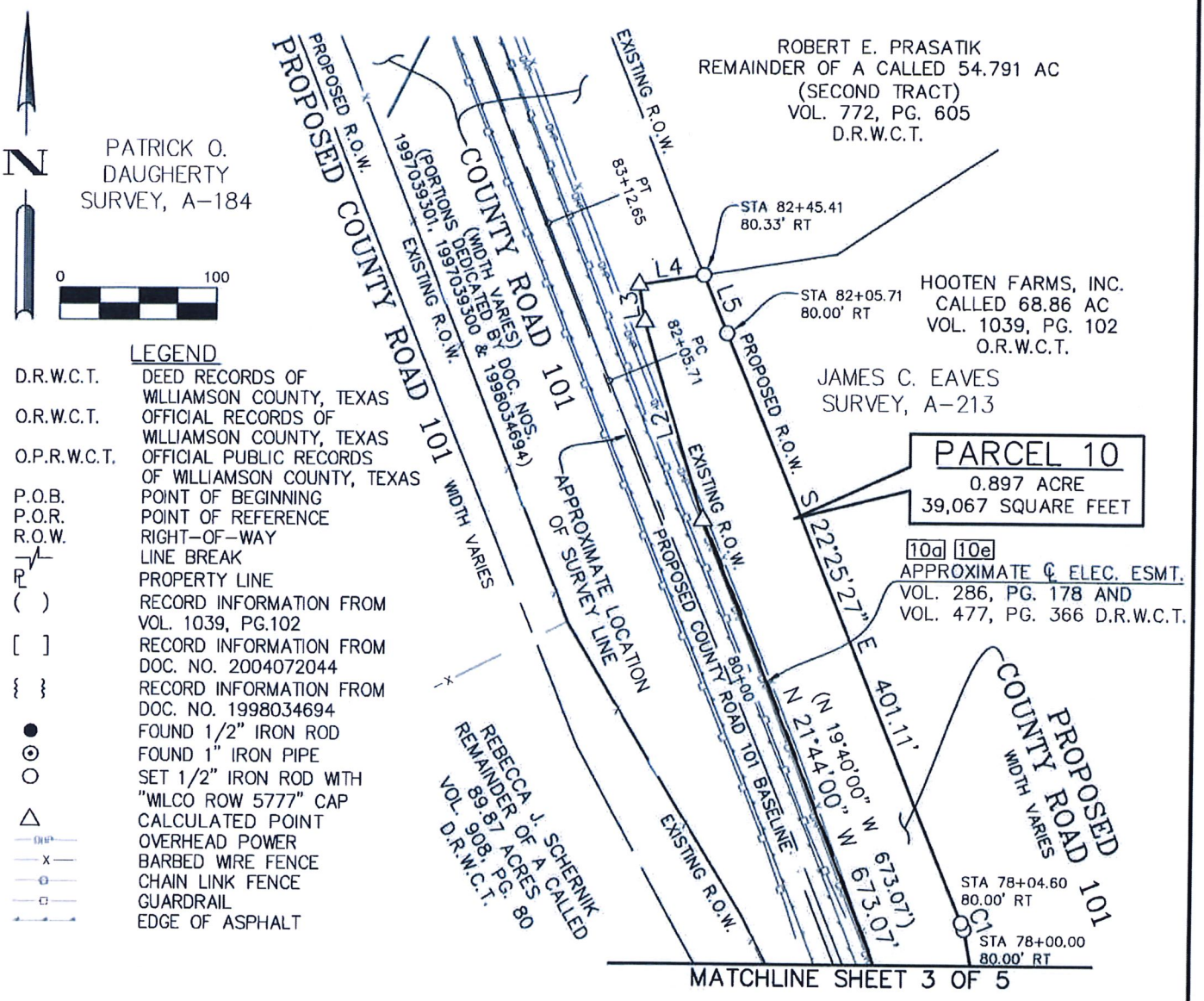
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# PARCEL PLAT
# SHOWING PARCEL 10
# 0.897 ACRE (39,067 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 12/06/2016 | 3 of 5 |

V:\01Projects\Survey Projects\Transportation Survey Projects\00002792-02 Wilco CR 101\04_Finals\Drawings\PAR_10.dwg Dec 06, 2016-3:15pm MCarney

JAMES C. EAVES SURVEY, A-213




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 4.64' | 10,080.00' | 0°01'35" | S 22°24'39" E | 4.64' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | DISTANCE |
| L1 | S 79°58'30" W | 29.95' |
| L2 | N 16°41'30" W | 130.65' |
| L3 | N 09°24'55" W | 23.45' |
| L4 | N 80°50'32" E | 41.22' |
| L5 | S 21°49'40" E | 39.38' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | DISTANCE |
| L6 | S 10°26'39" E | 169.03' |
| L7 | S 79°58'30" W | 108.66' |
| L8 | S 79°58'30" W | 138.61' |
| | (S 81°52'00" W) | (138.61') |
| | [S 82°17'00" W] | [138.61'] |


Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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# PARCEL PLAT
# SHOWING PARCEL 10
# 0.897 ACRE (39,067 S.F.)
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| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 12/06/2016 | 4 of 5 |

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622258-GTN, DATED EFFECTIVE JUNE 10, 2016 AND ISSUED ON JUNE 21, 2016.

10a. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 178, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10b. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 424, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10c. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 287, PAGE 54, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10d. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 337, PAGE 260, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10e. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 477, PAGE 366, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10f. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 483, PAGE 207, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10g. EASEMENT FOR FLOODWATER RETARDING STRUCTURE GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 503, PAGE 642, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, BLANKET EASEMENT, NOT PLOTTABLE.

10h. WATER LINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1002, PAGE 828, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10i. WATER LINE EASEMENT GRANTED TO MICHAEL LEHR BY INSTRUMENT RECORDED IN VOLUME 1016, PAGE 215, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10j. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN AGREEMENT CONCERNING LAKE RECORDED IN VOLUME 1337, PAGE 834, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.




JONATHAN O. NOBLES RPLS NO. 5777
BROWN & GAY ENGINEERS, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2016

# PARCEL PLAT
# SHOWING PARCEL 10
# 0.897 ACRE (39,067 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 12/06/2016 | 5 of 5 |

# EXHIBIT "B"

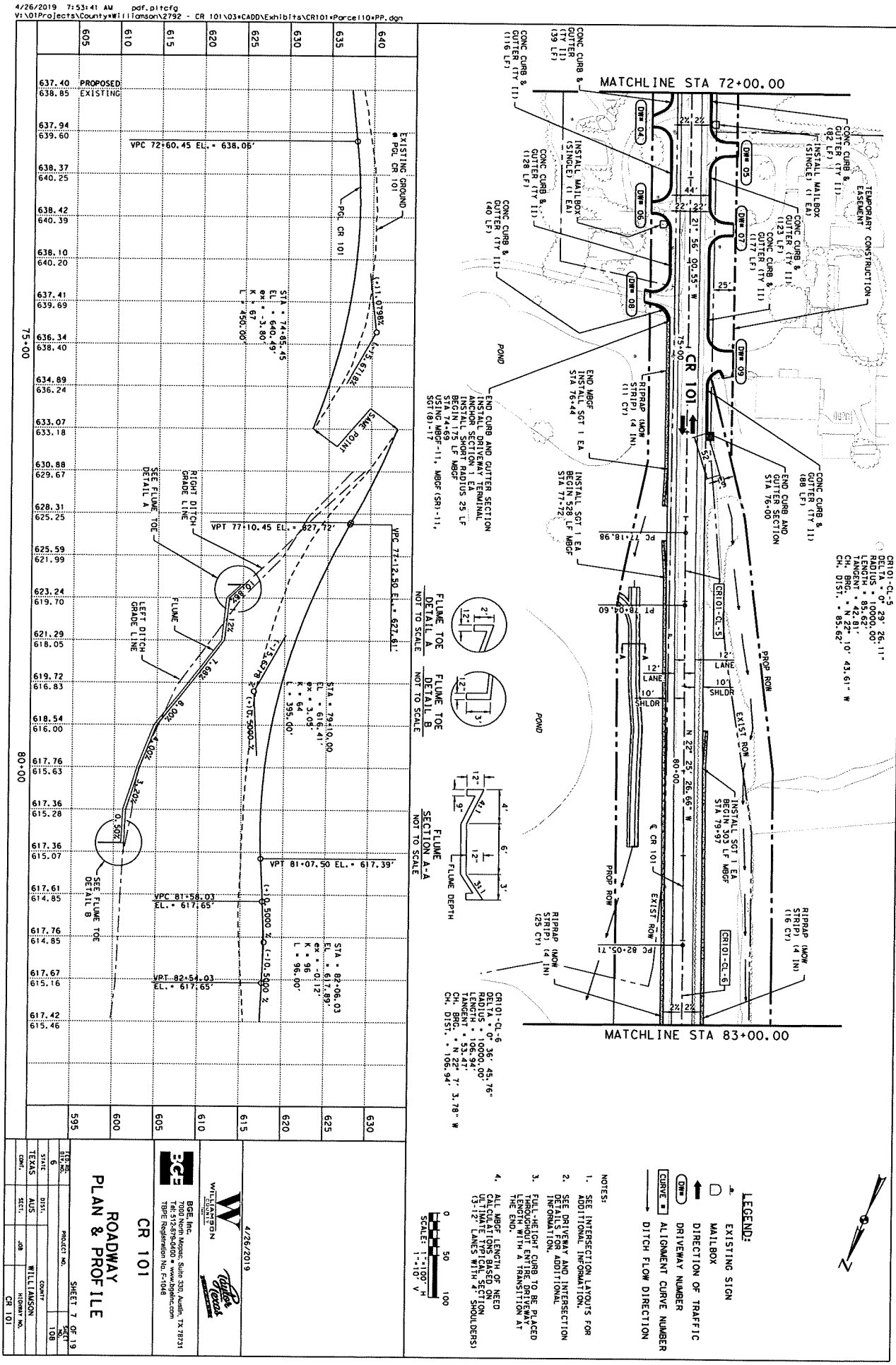
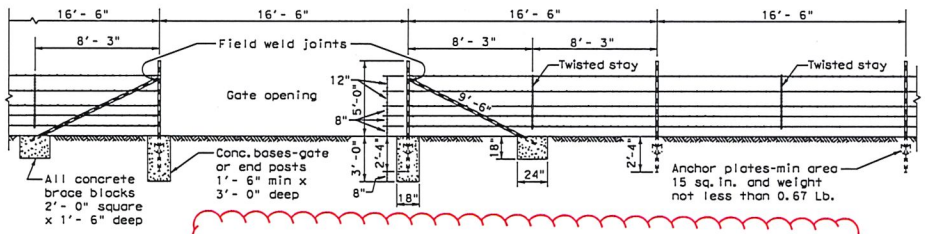

4/26/2019 7:53:41 AM pdf.pltcfg
V:\01Projects\County\Williamson\2792 - CR 101\03*CADD\Exhibits\CR101*Parcel10*PP.dgn
MATCHLINE STA 72+00.00
MATCHLINE STA 83+00.00
CR 101
POND
PROPOSED
EXISTING
EXISTING GROUND
PGL CR 101
VPC 72+60.45 EL. = 638.06'
VPT 77+10.45 EL. = 627.72'
VPC 77+12.50 EL. = 627.61'
VPT 81+07.50 EL. = 617.39'
VPC 81+58.03 EL. = 617.65'
VPT 82+54.03 EL. = 617.65'
SAME POINT
SEE FLUME TOE DETAIL A
SEE FLUME TOE DETAIL B
RIGHT DITCH GRADE LINE
LEFT DITCH GRADE LINE
FLUME
STA = 74+85.45
EL = 640.49'
ex = -3.80'
K = 67
L = 450.00'
STA = 79+10.00
EL = 616.41'
ex = 3.05'
K = 64
L = 395.00'
STA = 82+06.03
EL = 617.89'
ex = -0.12'
K = 96
L = 96.00'
(+)1.079%
(-)3.618%
(-)15.629%
(-)10.500%
3.202%
0.50%
1.08%
4.00%
-4.00%
-1.50%
-12%
PC 77+18.98
PT 78+04.60
PC 82+05.71
CR101-CL-5
DELTA = 0° 29' 26.11"
RADIUS = 10000.00'
LENGTH = 85.62'
TANGENT = 42.81'
CH. BRG. = N 22° 10' 43.61" W
CH. DIST. = 85.62'
CR101-CL-6
DELTA = 0° 36' 45.76"
RADIUS = 10000.00'
LENGTH = 106.94'
TANGENT = 53.47'
CH. BRG. = N 22° 7' 3.78" W
CH. DIST. = 106.94'
N 22° 25' 26.66" W
80'-00
75'-00
PROP ROW
EXIST ROW
TEMPORARY CONSTRUCTION EASEMENT
CONC CURB & GUTTER (TY I) (82 LF)
INSTALL MAILBOX (SINGLE) (1 EA)
CONC CURB & GUTTER (TY I) (128 LF)
CONC CURB & GUTTER (TY I) (40 LF)
CONC CURB & GUTTER (TY I) (116 LF)
CONC CURB & GUTTER (TY I) (39 LF)
CONC CURB & GUTTER (TY I) (123 LF)
CONC CURB & GUTTER (TY I) (177 LF)
CONC CURB & GUTTER (TY I) (108 LF)
DW# 04
DW# 05
DW# 06
DW# 07
DW# 08
DW# 09
END CURB AND GUTTER SECTION STA 76+00
END CURB AND GUTTER SECTION INSTALL DRIVEWAY TERMINAL ANCHOR SECTION 1 EA INSTALL SHORT RADIUS 25 LF BEGIN 175 LF MBGF STA 74+85.45 USING MBGF-11, MBGF (SRI-11, SGT(8)-17
END MBGF INSTALL SGT 1 EA STA 76+44
INSTALL SGT 1 EA BEGIN 528 LF MBGF STA 77+72
INSTALL SGT 1 EA BEGIN 303 LF MBGF STA 79+97
RIPRAP (MOW STRIP) (11 CY) (4 IN)
RIPRAP (MOW STRIP) (25 CY) (4 IN)
RIPRAP (MOW STRIP) (16 CY) (4 IN)
2 LANE
12' LANE
10' SHLDR
22'
44'
21' 56' 00.55" W
25'
FLUME TOE DETAIL A
NOT TO SCALE
FLUME TOE DETAIL B
NOT TO SCALE
FLUME SECTION A-A
NOT TO SCALE
FLUME DEPTH
LEGEND:
EXISTING SIGN
MAILBOX
DIRECTION OF TRAFFIC
DW# DRIVEWAY NUMBER
CURVE ALIGNMENT CURVE NUMBER
DITCH FLOW DIRECTION
NOTES:
1. SEE INTERSECTION LAYOUTS FOR ADDITIONAL INFORMATION.
2. SEE DRIVEWAY AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION.
3. FULL-HEIGHT CURB TO BE PLACED THROUGHOUT ENTIRE DRIVEWAY LENGTH WITH A TRANSITION AT THE END.
4. ALL MBGF LENGTH OF NEED CALCULATIONS BASED ON ULTIMATE TYPICAL SECTION (3-12' LANES WITH 4' SHOULDERS)
SCALE: 1"=100' H
1"=10' V
BGE Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046
WILLIAMSON COUNTY
Taylor Texas
4/26/2019
CR 101
ROADWAY
PLAN & PROFILE
SHEET 7 OF 19
DIST. NO. 6
STATE TEXAS
DIST. AUS
SECT. CONT. JOB
PROJECT NO. 1006
COUNTY WILLIAMSON
HIGHWAY NO. CR 101

EXHIBIT "C"

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

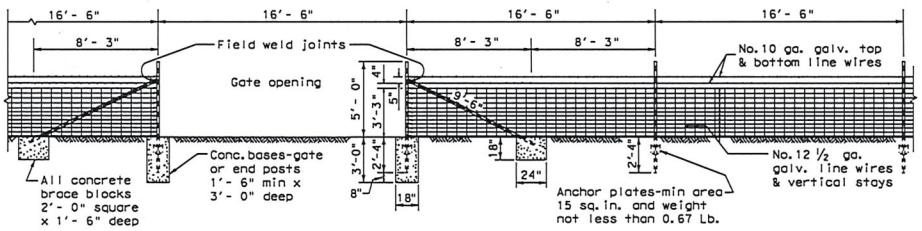
DATE:
FILE:




SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "C" FENCE
(See General Note 8)

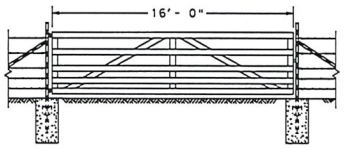
NOTE: 6 STRAND BARBED WIRE TO BE CONSTRUCTED

Note:
For Steel pipe and T-Post requirements. (See General Notes 6 & 7)

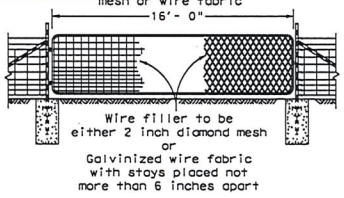



SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "D" FENCE
(See General Note 8)

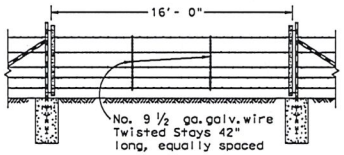
Metal gate shall consist of 5 panels not less than 4'- 4" high and shall be aluminum or galvanized metal and of good quality. Gate and hardware shall meet the approval of the engineer.



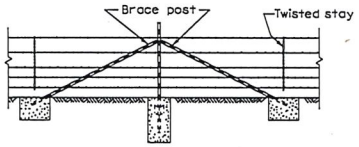

DETAIL TYPE 1 GATE



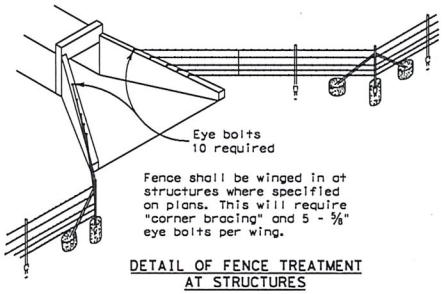

DETAIL TYPE 2 GATE



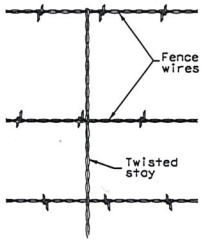

DETAIL TYPE 3 GATE



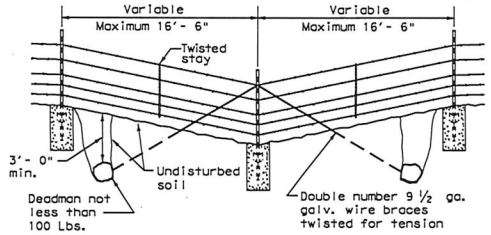

CORNER OR PULL POST ASSEMBLY



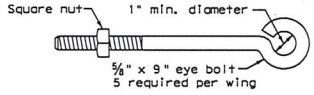

DETAIL OF FENCE TREATMENT AT STRUCTURES




DETAIL OF STAY
(Barbed Wire Fence)




DETAIL OF FENCE SAG




DETAIL OF EYE BOLT

## GENERAL NOTES

1. Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
2. Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, fork or chain type. All latches shall be suitable to the gate and shall be approved by the Engineer.
3. Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
4. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
5. Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
6. Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1¼" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
7. If Steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-Posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin.ft.). These items shall be in accordance with Item 552, "Wire Fence."
8. Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.

   Woven Wire Fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
9. The location of gates and corner posts will be as indicated elsewhere in these plans.

Texas Department of Transportation | Design Division Standard

# BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)

## WF (2) - 10

| FILE: wf210.dgn | DN: TxDOT | CK: AM | DW: VP | CK: |
|---|---|---|---|---|
| © TxDOT 1996 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | DIST | COUNTY | | SHEET NO. |

# EXHIBIT "D"

Parcel 10

**DEED**
County Road 101 Road Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 HOOTEN FARM, 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, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.897 acre (39,067 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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 CR 101.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2019.

**GRANTOR:**

HOOTEN FARM, INC.,
a Texas corporation

By:_____

Name:_____

Its:_____

## ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

Commissioners Court - Regular Session 29.

Meeting Date: 06/18/2019

Hairy Man Rd. Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Jim and Monti Boles for right of way needed on the Hairy Man Rd. project (Parcel S2/S3). Funding- Road Bonds P211

Background

Fiscal Impact

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

Attachments

Boles Letter Agreement

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Charlie Crossfield Started On: 06/13/2019 11:00 AM

Final Approval Date: 06/13/2019

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986


May 1, 2019

Jim & Monti Boles
2201 Hairy Man Road
Round Rock, Texas 78681

Re: Williamson County--Hairy Man Road expansion project
R.O.W. Parcels S2/S3

Dear Jim and Monti:

As you are aware, Williamson County ("County") is acquiring additional right of way for construction of improvements to Hairy Man Road, and portions of your ("Owner") property are needed to complete this Project. Please allow this letter to set out the County's understanding regarding our agreement for completion of the property acquisition, and construction issues related to the Project.

1. Owner will execute a donation deed to the County for the 0.015 acre (648 SF) parcel of property ("Property") required for construction of the roadway improvement project. The conveyance deed shall be in the form as shown in Exhibit "A" attached hereto and incorporated herein.

2. The donation and grant described herein is specifically conditioned upon the County's representation that certain trees shall be designated for protection as shown on the plan sheet attached hereto as Exhibit "B", and shall not be removed from the Property or the remainder as part of the proposed roadway expansion Project (the "Protected Trees").

   If the Protected Trees as designated on Exhibit "B" are removed from the Property by the County, its agents or contractors as part of the roadway construction Project, then County shall be obligated to pay Owner the fair market value for the Property as of the date of recording of the conveyance deed described herein and pursuant to the requirements of the Texas Property Code, Ch. 21.

3. This letter constitutes the full agreement of the parties regarding the issues as set out herein, and may only be modified by further agreement in writing.

If this meets with your understanding please execute this letter where indicated below, and when returned we will submit it for processing and approval by the Williamson County Commissioners' Court as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Charles Crossfield
Sheets & Crossfield, PLLC

**AGREED:**

Jim Boles 6.11.19
Jim Boles Date

Monti Boles 6/11/19
Monti Boles Date

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr. Date
County Judge

EXHIBIT "A" TO LETTER AGREEMENT FOLLOWS

Parcel S2/S3

**DONATION DEED**
Hairy Man Road Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That JIM BOLES a/k/a JIM M. BOLES and MONTI BOLES a/ka MONTI M. BOLES, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One Dollars ($1.00) 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 Donated and Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.015 acre (648 square feet) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel S2/S3**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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 Hairy Man Road.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 11 day of June, 2019.

*[signature pages follow]*

**GRANTOR:**

Jim Boles a/k/a Jim M. Boles

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

TERRI L MOORMAN
Notary ID #124502109
My Commission Expires
April 10, 2023

This instrument was acknowledged before me on this the 11 day of June, 2019 by Jim Boles a/k/a Jim M. Boles, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

**GRANTOR:**

Monti Boles

Monti Boles a/k/a Monti M. Boles

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

TERRI L MOORMAN
Notary ID #124502109
My Commission Expires
April 10, 2023

This instrument was acknowledged before me on this the 11 day of June, 2019 by ~~Jim~~ Monti Boles a/k/a Monti M. Boles, in the capacity and for the purposes and consideration recited therein.

Terri L. Moorman

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

# EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

**ROW PARCEL S2 AND S3**

BEING A 0.015 ACRE (648 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.164 ACRE TRACT OF LAND CONVEYED TO JIM M. BOLES AND MONTI M. BOLES AS DESCRIBED IN VOLUME 924, PAGE 95 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 0.223 ACRE TRACT OF LAND CONVEYED TO JIM BOLES AND MONTI BOLES AS DESCRIBED IN DOCUMENT NO. 2011058674 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.015 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10164334.27, E=3122206.68) monumenting the northwest corner of said 1.164 acre Boles tract and the northeast corner of the called 2.01 acre tract of land conveyed to Carolyn Kay Gill, recorded in Volume 1070, Page 647 of the Official Records of Williamson County, Texas, same being on the south right-of-way line of Hairy Man Road for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the northwest corner of said 2.01 acre Gill tract and the northeast corner of the called 2.005 acre tract of land conveyed to Christopher E. Smith, Jr. and Sandra Kay Smith, recorded in Document No. 2005049945 of the Official Public Records of Williamson County, Texas, bears S 49°47'01" W for a distance of 234.96 feet;

THENCE, with said south right-of-way line of Hairy Man Road and the north boundary line of said 1.164 acre Boles tract, the following two (2) courses and distances:

1. **N 49°46'37" E** for a distance of **78.00 feet** to a 1/2" iron rod found, for an angle point;

2. **N 50°01'37" E** for a distance of **72.90 feet** to a 1/2" iron rod found monumenting the northeast corner of said 1.164 acre Boles tract and the northwest corner of said 0.223 acre Boles tract, from which a 1/2" iron rod found monumenting the southeast corner of said 1.164 acre Boles tract and the southwest corner of said 0.223 acre Boles tract, bears S 31°58'46" E for a distance of 324.37 feet;

THENCE, **N 50°18'58" E** with said south right-of-way line of Hairy Man Road and the north boundary line of said 0.223 acre Boles tract for a distance of **31.35 feet** to an iron rod found with cap monumenting the northeast corner of said 0.223 acre Boles tract and the northwest corner of the remnant portion of the called 2.790 acre tract of land conveyed to One Way Baptist Church, Inc., recorded in Document No. 2001077257 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which a PK nail found in asphalt monumenting an angle point on the north boundary line of said

One Way Baptist Church, Inc. tract, same being on said south right-of-way line of Hairy Man Road, bears N 50°02'16" E for a distance of 129.72 feet;

THENCE, departing said south right-of-way line of Hairy Man Road, **S 27°59'40" E** with the east boundary line of said 0.223 acre Boles tract and the west boundary line of said 2.790 acre One Way Baptist Church, Inc. tract for a distance of **2.80 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof;

THENCE, **S 49°33'23" W** through the interior of said 0.223 acre Boles tract and said 1.164 acre Boles tract for a distance of **182.24 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the west boundary line of said 1.164 acre Boles tract, same being on the east boundary line of said 2.01 acre Gill tract, for the southwest corner hereof, from which a 1/2" iron rod found monumenting the southwest corner of said 1.164 acre Boles tract and the southeast corner of said 2.01 acre Gill tract, bears S 31°58'41" E for a distance of 348.77 feet;

THENCE, **N 31°58'41" W** with the west boundary line of said 1.164 acre Boles tract and the east boundary line of said 2.01 Gill tract for a distance of **4.09 feet** to the **POINT OF BEGINNING** hereof and containing 0.015 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011


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


July 31, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE




Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S2-S3\ROW PARCEL S2 AND S3.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.015 ACRE (648 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.164 ACRE TRACT OF LAND CONVEYED TO JIM M. BOLES AND MONTI M. BOLES AS DESCRIBED IN VOLUME 924, PAGE 95 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.223 ACRE TRACT OF LAND CONVEYED TO JIM BOLES AND MONTI BOLES AS DESCRIBED IN DOCUMENT NO. 2011058674 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2201 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

SCALE: 1"= 60'

LOT 12

LOT 11

LOT 30
CREEK BEND SECTION I
CAB. E, SL. 238

GRID COORDINATES:
N=10164334.27
E=3122206.68
P.O.B.

HAIRY MAN ROAD

ASPHALT ROADWAY

WOOD FENCE

WIRE FENCE

CURB

BUILDING SIDEWALK

BUILDING

ASPHALT

E.O.P.

E.O.C.

1/2"

CONC.

8" PVC

S49°33'23"W 182.24'

L1 L2 L3 L4 L5 L6 L7

PROPOSED PARCEL S4 TO BE CONVEYED BY SEPARATE INSTRUMENT

PROPOSED PARCEL S1 PART 2 TO BE CONVEYED BY SEPARATE INSTRUMENT

PARCEL S2 & S3
0.015 ACRES
(648 SQ. FT.)

ENSEARCH CORPORATION
GAS LINE EASEMENT
(PARCEL A)
VOL. 915, PG. 662

ENSEARCH CORPORATION
10' WIDE EASEMENT
(PARCEL B)
VOL. 915. PG. 659

ASPHALT DRIVE

APPROXIMATE SURVEY LINE

CHRISTOPHER E. SMITH, JR.
AND SANDRA KAY SMITH
CALLED 2.005 AC.
DOC. NO. 200509945

CAROLYN KAY GILL
CALLED 2.01 AC.
VOL. 1070, PG. 647

JIM M. BOLES AND
MONTI M. BOLES
CALLED 1.164 AC.
VOL. 924, PG. 95

JIM BOLES AND MONTI BOLES
CALLED 0.223 AC. DOC. NO. 2011058674

ONE WAY BAPTIST CHURCH, INC.
REMNANT PORTION OF
CALLED 2.790 AC.
DOC. NO. 2001077257

ELISHA MCDANIEL SURVEY
ABSTRACT NO. 441

DAVID CURRY SURVEY
ABSTRACT NO. 130

S31°58'41"E 348.77'

S31°58'46"E 324.37'

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N49°46'37"E | 78.00' |
| L2 | N50°01'37"E | 72.90' |
| L3 | N50°18'58"E | 31.35' |
| L4 | S27°59'40"E | 2.80' |
| L5 | N31°58'41"W | 4.09' |
| L6 | S49°47'01"W | 234.96' |
| L7 | N50°02'16"E | 129.72' |

ROW PARCEL S2 & S3
SHEET 1 OF 3

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

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S2-S3\PARCEL S2 AND S3.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.015 ACRE (648 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.164 ACRE TRACT OF LAND CONVEYED TO JIM M. BOLES AND MONTI M. BOLES AS DESCRIBED IN VOLUME 924, PAGE 95 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.223 ACRE TRACT OF LAND CONVEYED TO JIM BOLES AND MONTI BOLES AS DESCRIBED IN DOCUMENT NO. 2011058674 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2201 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825232-KFD, which bears an effective date of June 12, 2018 and an issued date of June 20, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 233, Page 441, Deed Records, Williamson County, Texas. Not a part of subject tract.

10b) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 233, Page 463, Deed Records, Williamson County, Texas. Not a part of subject tract.

10c) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 235, Page 98, Deed Records, Williamson County, Texas. Not a part of subject tract.

10d) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 239, Page 55, Deed Records, Williamson County, Texas. Not a part of subject tract.

10e) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 239, Page 63, Deed Records, Williamson County, Texas. Not a part of subject tract.

10f) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 281, Page 580, Deed Records, Williamson County, Texas. Not a part of subject tract.

10g) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 282, Page 398, Deed Records, Williamson County, Texas. Not a part of subject tract.

10h) Easement Granted to Lower Colorado River Authority by instrument recorded in Volume 334, Page 439, Deed Records, Williamson County, Texas. Not a part of survey.

10i) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 335, Page 539, Deed Records, Williamson County, Texas. Unable to determine location of said easement, due to a vague description contained in said instrument.

10j) Easement granted to Lone Star Gas Company, recorded in Volume 427, Page 234, Deed Records, Williamson County, Texas. Unable to determine exact location of said easement. The subject tract is a part of the 209.92 acre tract stated in said instrument.

10k) Easement granted to Lone Star Gas Company, recorded in Volume 428, Page 672, Deed Records, Williamson County, Texas. Unable to determine exact location of said easement. The subject tract is a part of the 209.92 acre tract stated in said instrument.

10l) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 466, Page 126, Deed Records, Williamson County, Texas. Not a part of subject tract.

10m) Easement granted to Ensearch Corporation, recorded in Volume 915, Page 659, Deed Records, Williamson County, Texas. Not a part of the subject tract, however is plotted hereon.

10n) Easement granted to Ensearch Corporation, recorded in Volume 915, Page 662, Deed Records, Williamson County, Texas. Not a part of the subject tract, however is plotted hereon.

10o) Terms, conditions and stipulations in the Agreement (Joint Use Easement), recorded in Document No. 2001087278, Official Public Records, Williamson County, Texas. The subject tract is a part of the 2.79 acre tract described in said instrument.



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

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S2-S3\PARCEL S2 AND S3.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.015 ACRE (648 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.164 ACRE TRACT OF LAND CONVEYED TO JIM M. BOLES AND MONTI M. BOLES AS DESCRIBED IN VOLUME 924, PAGE 95 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.223 ACRE TRACT OF LAND CONVEYED TO JIM BOLES AND MONTI BOLES AS DESCRIBED IN DOCUMENT NO. 2011058674 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2201 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND |
| ◉ | IRON ROD FOUND WITH CAP |
| ▲ | PK NAIL FOUND |
| ⊕ | PUNCH HOLE FOUND |
| ○ | ½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING" |
| GM⊗ | GAS METER |
| ⟨— | GUY ANCHOR |
| ⌀ PP | POWER POLE |
| ☼ | LIGHT POLE |
| ⊙ | SIGN |
| —— OU —— | OVERHEAD UTILITIES |
| —— \\ —— | WOOD FENCE |
| —— X —— | WIRE FENCE |
| E.O.C. | EDGE OF CONCRETE |
| E.O.P. | EDGE OF PAVEMENT |
| PVC | POLYVINYL CHLORIDE PIPE |
| P.O.B. | POINT OF BEGINNING |

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITH ZONE "X" UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN). ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 24, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

JULY 31, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

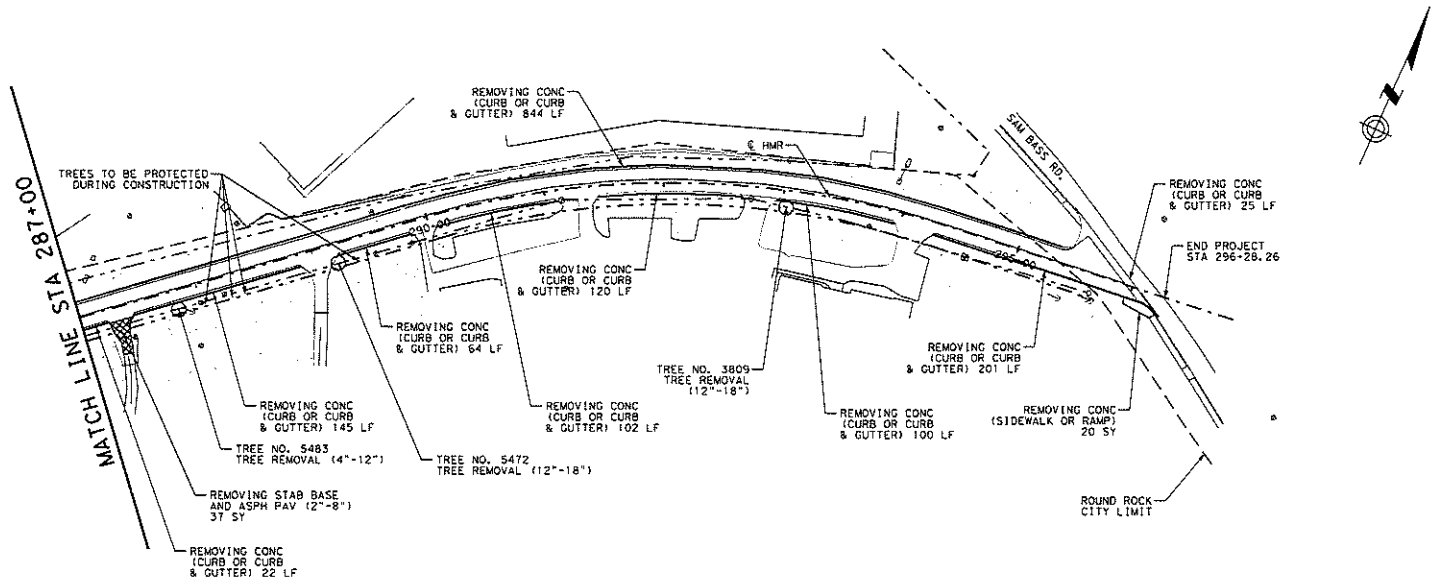
ROW PARCEL S2 & S3
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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EXHIBIT "B" TO LETTER AGREEMENT FOLLOWS

90% SUBMITTAL




## NOTES:

1. TREES BELOW 8" ARE NOT SHOWN ON THE PLANS.
2. TREE REMOVALS SHOWN ARE FROM 8" AND ABOVE. ANY TREES REMOVED BELOW 8" ARE SUBSIDIARY TO PREP ROW.
3. PROPOSED TREE REMOVAL TO BE FLAGGED BY CONTRACTOR. FINAL DETERMINATION OF REMOVAL TO BE APPROVED BY COUNTY.
4. REFER TO THE DRAINAGE SHEETS FOR PIPE AND HEADWALL REMOVALS.
5. ALL OTHER REMOVALS NOT SHOWN ARE SUBSIDIARY TO PREP ROW.
6. ASPH PAVEMENT REMOVAL IS SUBSIDIARY TO EXCAVATION.

## LEGEND

- TREE REMOVAL
- PAVEMENT REMOVAL
- PROPOSED R.O.W.
- EXISTING R.O.W.
- TEMP CONSTRUCTION EASEMENT

**PRELIMINARY**

Document Incomplete; not intended for permit, bidding or construction.

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 123633

Date: 5/28/2019

| REV. No. | DATE | REVISION | BY |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

TREE REMOVAL

| TREE NO. | NORTH | EAST | DESCRIPTION |
|---|---|---|---|
| 1243 | 10163143.41 | 3112295.32 | TR/ASH 9 |
| 1405 | 10163117.34 | 3112608.71 | TR/PCN 29 |
| 1405 | 10163117.34 | 3112608.71 | TR/PCN 8 |
| 1532 | 10163209.93 | 3112876.29 | TR/CE 19 |
| 1533 | 10163196.86 | 3112839.71 | TR/CE 8 |
| 1534 | 10163194.06 | 3112850.23 | TR/CE 11 |
| 1690 | 10163159.17 | 3112903.67 | TR/WALNUT 14 |
| 1691 | 10163162.68 | 3112934.10 | TR/WALNUT 13 |
| 1691 | 10163162.68 | 3112934.10 | TR/WALNUT 10 |
| 1755 | 10163202.24 | 3113226.93 | TR/CE 12 |
| 1756 | 10163190.03 | 3113135.36 | TR/ASH 11 |
| 1756 | 10163190.03 | 3113135.36 | TR/ASH 10 |
| 1756 | 10163190.03 | 3113135.36 | TR/ASH 8 |
| 1766 | 10163214.37 | 3113300.01 | TR/CE 9 |
| 1767 | 10163220.36 | 3113333.87 | TR/CE 8 |
| 1801 | 10163226.41 | 3113044.99 | TR/WALNUT 10 |
| 1804 | 10163272.61 | 3113331.94 | TR/ASH 9 |
| 1805 | 10163292.09 | 3113424.80 | TR/CE 19 |
| 2011 | 10163385.45 | 3113841.62 | TR/LO 20 |
| 2012 | 10163396.17 | 3113837.99 | TR/LO 20 |
| 2012 | 10163396.17 | 3113837.99 | TR/LO 17 |
| 2313 | 10163570.96 | 3114203.25 | TR/PCN 18 |
| 2315 | 10163591.37 | 3114221.75 | TR/CE 10 |
| 2316 | 10163616.37 | 3114261.98 | TR/PCN 15 |
| 2317 | 10163638.45 | 3114297.79 | TR/LO 16 |
| 2317 | 10163638.45 | 3114297.79 | TR/LO 15 |
| 2338 | 10163663.01 | 3114338.94 | TR/CE 10 |
| 2351 | 10163634.34 | 3114197.62 | TR/CE 9 |
| 2352 | 10163525.48 | 3114012.52 | TR/CE 11 |
| 3803 | 10165723.37 | 3122961.27 | TR/CE 12 |
| 4468 | 10165672.95 | 3118585.33 | TR/PCN 16 |
| 4485 | 10165713.58 | 3118681.28 | TR/PCN 14 |
| 4485 | 10165713.58 | 3118681.28 | TR/PCN 14 |
| 4682 | 10165714.56 | 3118997.66 | TR/PCN 20 |
| 4686 | 10165716.69 | 3118919.73 | TR/PCN 23 |
| 4688 | 10165713.07 | 3118890.09 | TR/PCN 17 |
| 4689 | 10165712.79 | 3118882.49 | TR/PCN 25 |
| 4690 | 10165714.36 | 3118865.24 | TR/PCN 21 |
| 4691 | 10165715.61 | 3118835.18 | TR/PCN 15 |
| 4864 | 10165672.26 | 3119309.34 | TR/PCN 28 |
| 4965 | 10165625.41 | 3119532.30 | TR/PCN 23 |
| 5472 | 10165529.21 | 3122640.85 | TR/MESQ 12 |
| 5483 | 10165439.36 | 3122535.93 | TR/CE 11 |
| 5497 | 10165359.48 | 3122386.23 | TR/PO 18 |
| 5498 | 10165392.08 | 3122422.71 | TR/PO 12 |
| 5498 | 10165392.08 | 3122422.71 | TR/PO 12 |

| TREE NO. | NORTH | EAST | DESCRIPTION |
|---|---|---|---|
| 5499 | 10165396.34 | 3122426.40 | TR/PO 18 |
| 5500 | 10165399.07 | 3122428.88 | TR/PO 8 |
| 5501 | 10165391.63 | 3122414.19 | TR/PO 10 |
| 5503 | 10165369.64 | 3122396.60 | TR/PO 14 |
| 5504 | 10165371.44 | 3122390.87 | TR/PO 9 |
| 5505 | 10165366.70 | 3122388.12 | TR/PO 14 |
| 5505 | 10165366.70 | 3122388.12 | TR/PO 9 |
| 5506 | 10165366.46 | 3122385.60 | TR/PO 10 |
| 5507 | 10165363.96 | 3122383.54 | TR/PO 9 |
| 5509 | 10165408.96 | 3122439.14 | TR/PO 9 |
| 5694 | 10165321.40 | 3122394.16 | TR/PO 8 |
| 5696 | 10165311.67 | 3122385.29 | TR/PO 8 |
| 5701 | 10165282.76 | 3122349.13 | TR/PO 9 |
| 5704 | 10165163.92 | 3122208.55 | TR/CE 9 |
| 5709 | 10165263.19 | 3122264.91 | TRE 10 |
| 5917 | 10165046.93 | 3122096.49 | TR/PO 17 |
| 5918 | 10164986.63 | 3122064.97 | TR/CE 15 |
| 5919 | 10165065.85 | 3122117.06 | TR/SO 8 |
| 7088 | 10165557.25 | 3119620.25 | TR/LO 20 |
| 7089 | 10165554.59 | 3119629.54 | TR/SO 10 |
| 7276 | 10164810.95 | 3120474.87 | TR/SO 10 |
| 7276 | 10164810.95 | 3120474.87 | TR/SO 9 |
| 7276 | 10164810.95 | 3120474.87 | TR/SO 9 |
| 10868 | 10164383.26 | 3115914.49 | TR/CE-27 |
| 10926 | 10164532.99 | 3116172.97 | TR/CE 22 |
| 10962 | 10164383.68 | 3115915.15 | TR/CE-20 |
| 11097 | 10164642.17 | 3116318.34 | TR/CE-10 |
| 11237 | 10164826.73 | 3116539.19 | TR/CD 13 |
| 11238 | 10164828.31 | 3116539.99 | TR/CD 11 |
| 11245 | 10134850.65 | 3116582.73 | TR/CE 8 |
| 11457 | 10165159.70 | 3116985.02 | TR/CE 21 |
| 11460 | 10165086.37 | 3116804.90 | TR/PCN 20 |
| 11489 | 10164881.37 | 3116601.56 | TR/CE 8 |
| 11490 | 10164886.54 | 3116605.48 | TR/CE 15 |
| 11511 | 10165007.42 | 3116724.33 | TR/PCN 11 |
| 11511 | 10165007.42 | 3116724.33 | TR/PCN 15 |
| 11814 | 10165278.33 | 3117292.18 | TR/CE-16 |
| 12680 | 10164727.74 | 3121666.06 | TR/LO-12 |
| 12680 | 10164727.74 | 3121666.06 | TR/LO-12 |
| 12681 | 10164729.29 | 3121669.53 | TR/LO-16 |
| 12684 | 10164730.84 | 3121676.75 | TR/LO-13 |
| 12684 | 10164730.84 | 3121676.75 | TR/LO-17 |
| 12686 | 10164727.66 | 3121677.14 | TR/LO-18 |
| 12686 | 10164733.46 | 3121702.10 | TR/LO 10 |
| 12691 | 10164739.68 | 3121730.87 | TR/CE-13 |
| 12754 | 10164776.17 | 3121842.83 | TR/LO 27 |
| 12917 | 10154858.87 | 3121980.50 | TR/CE-8 |

| TREE NO. | NORTH | EAST | DESCRIPTION |
|---|---|---|---|
| 12919 | 10164906.61 | 3122015.30 | TR/LO-11 |
| 12919 | 10164906.61 | 3122015.30 | TR/LO-11 |
| 12919 | 10164906.61 | 3122015.30 | TR/LO-11 |
| 13359 | 10163624.23 | 3114164.33 | TR/ELM-10 |
| 13362 | 10163641.54 | 3114204.92 | TR/CE 19 |
| 13490 | 10165619.67 | 3119595.47 | TR/ASH 14 |
| 13520 | 10165628.47 | 3119554.61 | TR/ASH 15 |
| 20209 | 10163218.51 | 3112947.41 | TRE 10 |
| 20223 | 10163232.53 | 3113022.45 | TRE 10 |
| 20251 | 10163214.16 | 3112906.40 | TRE 10 |
| 20252 | 10163206.92 | 3112843.89 | TRE 10 |

WILLIAMSON COUNTY
1848

ATKINS
TBPE REG. # F-474

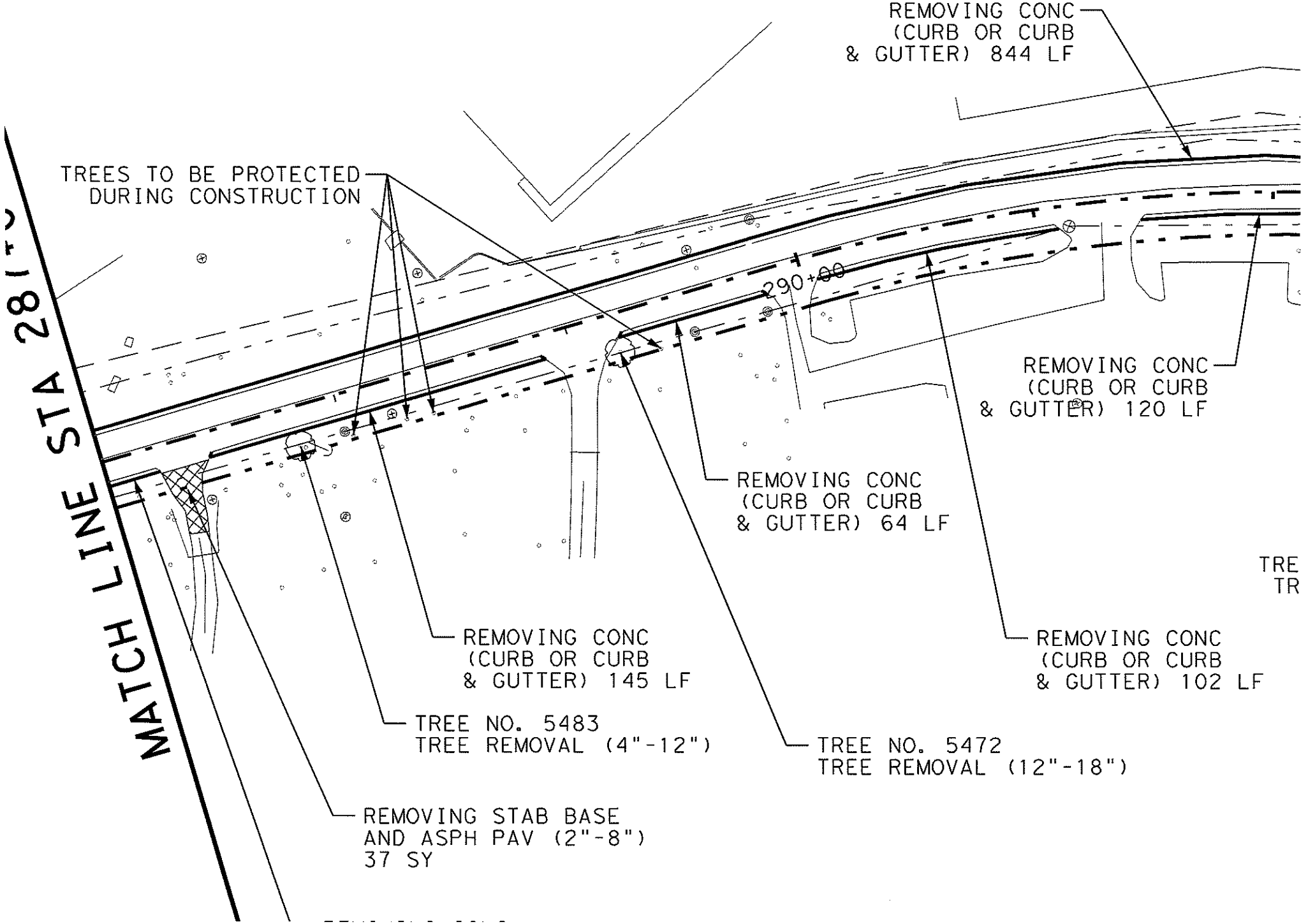
# HAIRY MAN ROAD / BRUSHY CREEK ROAD IMPROVEMENTS
## REMOVAL PLAN

SCALE: 1"=100'H

SHEET 7 OF 7

| DESIGNED: XXX | FED. RD. DIV. | FED. RD. NO. | STATE | PROJECT No. | HIGHWAY No. |
|---|---|---|---|---|---|
| CHECKED: XXX | | | TEXAS | | HAIRY MAN RD |
| DRAWN: XXX | STATE DISTRICT | COUNTY | CONTROL No. | SECTION No. | JOB No. | SHEET No. |
| CHECKED: XXX | AUSTIN | WILLIAMSON | | | | 24 |

PLOT DRIVER: ROW11X17PDF.pltPEN TABLE: PenTbl018.tblFILE: pw:\\CUS00036301.workingsite.com:ATKNATX01\Documents\Roads and Bridges\Projects\100056376 Hairy Man-Brushy Ck Rd PSE\CADD\DGN\HMR+DEM07.dgn DATE: 5/28/2019 TIME: 2:53:55 PM


REMOVING CONC
(CURB OR CURB
& GUTTER) 844 LF
TREES TO BE PROTECTED
DURING CONSTRUCTION
290+00
REMOVING CONC
(CURB OR CURB
& GUTTER) 120 LF
REMOVING CONC
(CURB OR CURB
& GUTTER) 64 LF
MATCH LINE STA 28
REMOVING CONC
(CURB OR CURB
& GUTTER) 145 LF
REMOVING CONC
(CURB OR CURB
& GUTTER) 102 LF
TREE NO. 5483
TREE REMOVAL (4"-12")
TREE NO. 5472
TREE REMOVAL (12"-18")
REMOVING STAB BASE
AND ASPH PAV (2"-8")
37 SY

Commissioners Court - Regular Session 30.

Meeting Date: 06/18/2019

Eagle Scout Project Recognition

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Eagle Scout projects by James Pospisil and Ryan Raglin, Troop 155, benefiting Berry Springs Park and Preserve and Ryan Wall, Troop 155, and Cooper Douglas, Troop 157, benefiting the Williamson County Regional Animal Shelter.

Background

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Fiscal Impact

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

Attachments

*No file(s) attached.*

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |
| Form Started By: Connie Odom | | Started On: 06/13/2019 10:25 AM |
| Final Approval Date: 06/13/2019 | | |

Commissioners Court - Regular Session 31.

Meeting Date: 06/18/2019

Presentation of Life Saving Award

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss, consider and take appropriate action on presentation of a Williamson County EMS Lifesaving Award to Leo Ramirez with Facilities Maintenance for life saving actions on May 29, 2019.

Background

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Fiscal Impact

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

Attachments

*No file(s) attached.*

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |
| Form Started By: Connie Odom | | Started On: 06/13/2019 10:13 AM |
| Final Approval Date: 06/13/2019 | | |

Commissioners Court - Regular Session 32.

Meeting Date: 06/18/2019

WCEMS Mission Lifeline Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.

Background

The American Heart Association Mission Lifeline would like to recognize Williamson County EMS for their continued work, training and commitment in improving the overall quality of care for heart attack patients in Williamson County.

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Fiscal Impact

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

Attachments

*No file(s) attached.*

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/11/2019 08:17 AM |
| Form Started By: Michael Knipstein | | Started On: 06/11/2019 07:14 AM |
| Final Approval Date: 06/11/2019 | | |

Meeting Date: 06/18/2019

Citizens Bond Committee Recommendation

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and discuss a letter from David Hays, Chairperson of the 2019 Citizens Bond Committee, relating to the 2019 Citizens Bond Committee's recommendation to the Williamson County Commissioners Court to call bond elections in November 2019 to fund road, drainage, parks and trails related projects.

Background

Fiscal Impact

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

Attachments

2019 Bond Committee Recommendations

Form Review

Form Started By: Andrea Schiele Started On: 06/11/2019 04:51 PM

Final Approval Date: 06/11/2019

# David S. Hays
# 2912 Gabriel View
# Georgetown, Texas 78628


**June 11, 2019**

**Judge Bill Gravell, Jr.**
**Commissioner Terry Cook**
**Commissioner Cynthia Long**
**Commissioner Valerie Covey**
**Commissioner Russ Boles**

**RE: 2019 Williamson County Citizens Bond Committee Recommendations**

Dear Judge Gravell and Commissioners,

As you know, the Williamson County Commissioners Court (Commissioners Court) appointed citizen members to serve on a 2019 Williamson County Citizens Bond Committee (Committee) and charged the Committee with reviewing and analyzing infrastructure needs of Williamson County in order to make a recommendation on whether the Commissioners Court should call a bond election in November 2019 to fund road, drainage, parks and trails projects. The Committee was also asked to propose to the Commissioners Court specific road, drainage, parks and trails projects for potential funding if the Committee recommended the calling of November 2019 Bond Referendums to fund such projects.

As the Chairperson of the Committee, it is my honor to inform you the Committee has concluded four separate Williamson County precinct meetings and held a final meeting, wherein action was taken by the Committee. The Committee unanimously voted to recommend to the Commissioners Court the calling of bond elections in November 2019 to fund road, drainage, parks and trails related projects. Furthermore, the Committee has recommended the road, drainage, parks and trails projects specified in the attached candidate project lists for potential funding by bonds. The Committee's recommended road and drainage projects are estimated to cost $573,335,300 and the recommended parks and trails projects are estimated to cost $67,594,960. A detailed presentation setting forth the Committee's recommendations will be presented to the Commissioners Court at its June 18, 2019 session.

I want to close by thanking you for the opportunity to serve as the Chairperson of the Committee. It has been an honor and a privilege to have served on the Committee. I look forward to discussing the Committee's recommendations at the Commissioners Court's upcoming session. If you should have any questions for me prior to the presentation, please do not hesitate to contact me.

Sincerely,

David Hays

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 1.1 | ANDERSON MILL ROAD EXTENSION | PARMER LANE/END OF ANDERSON MILL ROAD | LOOP 1 | 2 LANES OF A FUTURE 6 LANES | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $47,602,000 | | | | PLANNING & DESIGN | $4,200,000 | | | |
| 1.2 | FOREST NORTH DRAINAGE IMPROVEMENTS | BRAES VALLEY ZONE, NEWBERRY ZONE, NORCHESTER ZONE | SHADY OAKS ZONE, SHASTA ZONE, SHERBOURNE ZONE, WOODVALE ZONE | DRAINAGE IMPROVEMENTS | WILLIAMSON COUNTY | CONSTRUCTION | $5,500,000 | | | | CONSTRUCTION | $5,500,000 | | | |
| 1.3 | GREAT OAKS DRIVE | PARK DRIVE | SENDERO SPRINGS DRIVE | DRAINAGE IMPROVEMENTS / STORM SEWER | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | PLANNING THROUGH CONSTRUCTION | $4,882,000 | - | "WOULD CONSIDER" EASEMENTS & POND MAINTENANCE | | | | | | |
| 1.4 | GREAT OAKS DRIVE | BRIGHTWATER BOULEVARD | STONEBRIDGE DRIVE | DRAINAGE IMPROVEMENTS / STORM SEWER | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | PLANNING THROUGH CONSTRUCTION | $7,355,000 | - | "WOULD CONSIDER" EASEMENTS & POND MAINTENANCE | | | | | | |
| 1.5 | O'CONNOR TRAFFIC SIGNALS | MORGAN HILL TRAIL | LIBERTY WALK | NEW TRAFFIC SIGNALS | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | PLANNING THROUGH CONSTRUCTION | $1,306,000 | - | N/A | | | | | | FUNDED W/2013 BONDS |
| 1.6 | PARMER LANE AT SH 45 INTERCHANGE | PARMER LANE | SH 45 | CONSTRUCT 3-LEVEL DIAMOND INCLUDING BRIDGE OVER RAILROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $68,963,000 | | | | PLANNING, ENV, DESIGN | $7,300,000 | | | |
| 1.7 | PEARSON RANCH ROAD/ROBINSON RANCH EXTENSION | SH 45/RM 620 | MCNEIL ROAD | NEW 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $44,004,000 | | | | | | | | |
| 1.8 | POND SPRINGS DRAINAGE IMPROVEMENTS | VARIOUS LOCATIONS | VARIOUS LOCATIONS | DRAINAGE IMPROVEMENTS (RECOMMENDATION BASED ON STUDY) | WILLIAMSON COUNTY | EASEMENTS & CONSTRUCTION | $4,400,000 | | | | CONSTRUCTION | $4,400,000 | | | |
| 1.9 | RM 620 EXTENSION | SH 45 | MCNEIL ROAD | 2 NEW LANES OF FUTURE 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $27,745,000 | | | | PLANNING, ENV, DESIGN | $2,200,000 | | | |
| 1.10 | SAM BASS ROAD (CORRIDOR H) | WYOMING SPRINGS | RM 1431 | 3-LANE OF A FUTURE 6 LANE ROADWAY INCLUDING TRAFFIC SIGNAL IMPROVEMENTS | WILLIAMSON COUNTY | ROW, UTILITIES, CONSTRUCTION | $27,500,000 | | | | ROW, UTILITIES, CONSTRUCTION | $27,500,000 | | | |
| 1.11 | WYOMING SPRINGS EXTENSION | BRIGHTWATER BOULEVARD/CREEK BEND | SAM BASS ROAD | NEW 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $20,044,000 | $10,022,000 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $10,022,000 | | | |
| 1.12 | WYOMING SPRINGS EXTENSION | END OF WYOMING SPRINGS/BEHRENS RANCH | RM 1431 | NEW 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $10,900,000 | | | | PLANNING THROUGH CONSTRUCTION | $10,900,000 | | | |
| 1.13 | WYOMING SPRINGS INTERSECTION IMPROVEMENTS | AT SMYERS LANE | - | ADD LEFT TURN LANE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $300,000 | | | | DESIGN THROUGH CONSTRUCTION | | $300,000 | | SAFETY BUCKET |
| 1.14 | ROUND ROCK WEST FLOOD CONTROL | WEST OF ROUND ROCK | | FLOOD CONTROL | UBCWCID | ROW | $26,000,000 | | | | ROW | $5,000,000 | | | |
| **SUBTOTAL - PRECINCT 1 PROJECTS** | | | | | | | **$296,501,000** | **$10,022,000** | | | | **$77,022,000** | **$300,000** | **$0** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 2.1 | BAGDAD ROAD/CR 279 | SAN GABRIEL PARKWAY | JINKS BRANCH/LEANDER CITY LIMITS | RECONSTRUCT EXISTING 2 LANES TO 5 LANES | CITY OF LEANDER | PLANNING THROUGH CONSTRUCTION | $19,301,000 | $9,650,500 | 50% PLUS CITY OWNED UTILITY RELO | | PLANNING THROUGH CONSTRUCTION | $9,650,500 | | | |
| 2.2 | BAGDAD ROAD/CR 279 | LOOP 332 | CR 281/LEANDER CITY LIMITS | RECONSTRUCT EXISTING 2 LANES TO 5 LANES | CITY OF LIBERTY HILL/WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $41,210,000 | | | | ROW PRESERVATION | | | $85,000 | 10% ROW BUCKET |
| 2.3 | BRUSHY CREEK ROAD WIDENING | RANCH TRAILS | ARROWHEAD TRAILS | WIDEN FROM 2 LANES TO 4 LANES AND TRAFFIC SIGNAL AT RANCH TRAILS | CITY OF CEDAR PARK | PLANNING THROUGH CONSTRUCTION | $5,645,000 | $2,822,500 | 50% | | PLANNING THROUGH CONSTRUCTION | $2,822,500 | | | |
| 2.4 | CORRIDOR F (US 183) | COUNTY LINE | SH 29 | 2 FRONTAGE ROADS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $246,232,000 | | | | ROW PRESERVATION | | | $5,000,000 | 10% ROW BUCKET |
| 2.5 | CORRIDOR I | SH 29 | US 183 | 2 FRONTAGE ROADS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $146,609,000 | | | | ENV & PLANNING, ROW PRESERVATION | $6,600,000 | | $2,300,000 | 10% ROW BUCKET |
| 2.6 | CR 200 | CR 201 | SH 29 | WIDEN FROM 3 LANES TO 6 LANES | CITY OF LIBERTY HILL | DESIGN THROUGH CONSTRUCTION | $8,484,000 | - | SOME ROW, UTILITY RELO ($60K) | | | | | | |
| 2.7 | CR 214 EXTENSION (WITH RIVER CROSSING) | END OF CR 214 | US 183 | NEW 2 LANE ROADWAY INCLUDING BRIDGE AT NORTH FORK SAN GABRIEL RIVER | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $16,262,000 | | | | ENV & PLANNING, DESIGN, ROW, UTILITIES | $2,300,000 | | | ASSUMES ROW DONATION |
| 2.8 | HERO WAY (RM 2243) | US 183A | RM 2243/LEANDER CITY LIMITS | 2 FRONTAGE ROADS | CITY OF LEANDER/WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $57,089,000 | - | N/A. REQUESTED ROW PURCHASE ONLY | | DESIGN, ROW, UTILITIES | $29,500,000 | | | |
| 2.9 | KAUFFMAN LOOP (NORTHWEST QUADRANT) | RONALD REAGAN BOULEVARD | SH 29 | 2 NEW LANES OF A FUTURE 4 LANE ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $2,018,000 | | | | DESIGN THROUGH CONSTRUCTION | $2,000,000 | | | |
| 2.10 | LIBERTY HILL (SH 29) BYPASS | SH 29 (WEST OF LIBERTY HILL HIGH SCHOOL) | RM 1869 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $31,230,000 | | | | ROW PRESERVATION | | | $1,200,000 | 20% ROW BUDGET |
| 2.11 | LIBERTY HILL (SH 29) BYPASS | RM 1869 | CR 279 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $11,000,000 | | | | PLANNING THROUGH CONSTRUCTION | $11,000,000 | | | |
| 2.12 | LIBERTY HILL (SH 29) BYPASS | CR 279 | SH 29 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $27,823,000 | | | | ROW PRESERVATION | | | $1,000,000 | 10% ROW BUCKET |
| 2.13 | LONG RUN ROAD | CR 214 | CR 258 | NEW 4 LANE DIVIDED ROADWAY | CITY OF LIBERTY HILL | PLANNING THROUGH CONSTRUCTION | $18,985,000 | - | ROW, UTILITY RELO, PLANNING & DESIGN ($1.7M) | | | | | | |
| 2.14 | RM 620 | PECAN PARK BOULEVARD | ANDERSON MILL ROAD | 2 FRONTAGE ROADS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $77,436,000 | | | | | | | | |
| 2.15 | ROBERT WEAR BYPASS | CR 200 | SH 29 | NEW 3 LANE ROADWAY | CITY OF LIBERTY HILL | PLANNING THROUGH CONSTRUCTION | $2,126,000 | - | ROW, UTILITY RELO, PLANNING & DESIGN ($235K) | | | | | | |
| 2.16 | RONALD REAGAN BOULEVARD WIDENING | SH 29 | FM 3405 | WIDEN FROM 2 LANES TO 4 LANES | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $36,811,000 | | | | DESIGN THROUGH CONSTRUCTION - SH 29 to N OF CR 258 | $24,700,000 | | | |
| 2.17 | SAN GABRIEL PARKWAY | US 183A | BAGDAD ROAD/CR 279 | WIDEN FROM 2 LANES TO 4 LANE ROADWAY | CITY OF LEANDER | DESIGN THROUGH CONSTRUCTION | $9,780,000 | $4,259,500 | 50% | | | | | | |
| 2.18 | TORO GRANDE BOULEVARD EXTENSION | WHITESTONE BOULEVARD | PARMER LANE | NEW 4 LANE DIVIDED ROADWAY | CITY OF CEDAR PARK | PLANNING THROUGH CONSTRUCTION | $14,324,000 | $3,581,000 | 25% | | PLANNING THROUGH CONSTRUCTION | $10,743,000 | | | |
| 2.19 | WHITESTONE BOULEVARD WIDENING | BAGDAD ROAD | ANDERSON MILL ROAD | WIDEN FROM 4 LANES TO 6 LANES | CITY OF CEDAR PARK | ENV & PLANNING, DESIGN, ROW, UTILITIES | $8,135,000 | $4,067,500 | 50% | | ENV & PLANNING, DESIGN, ROW, UTILITIES | $4,067,500 | | | |
| **SUBTOTAL - PRECINCT 2 PROJECTS** | | | | | | | **$780,500,000** | **$24,381,000** | | | | **$103,383,500** | **$0** | **$9,585,000** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 3.1 | BUD STOCKTON EXTENSION | CR 305 | FM 487 | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $6,200,000 | $40,000 | CITY BUDGETED SINCE 2013 BOND | | PLANNING THROUGH CONSTRUCTION | $6,200,000 | | | |
| 3.2 | CORRIDOR E4 | FUTURE SH 29 | RONALD REAGAN EXTENSION (CORRIDOR D) | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $74,654,000 | | | | ENV & PLANNING, ROW PRESERVATION | $3,100,000 | | $1,700,000 | 10% ROW BUCKET |
| 3.3 | CORRIDOR E5 | RONALD REAGAN EXTENSION (CORRIDOR D) | IH 35/CR 305 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $70,862,000 | | | | ENV & PLANNING, ROW PRESERVATION | $3,000,000 | | $1,600,000 | 10% ROW BUCKET |
| 3.4 | CORRIDOR I (FM 3405) | US 183 | RONALD REAGAN BOULEVARD | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $30,494,000 | | | | PLANNING THROUGH SHOVEL READY + 30% CONSTRUCTION | $24,000,000 | | | |
| 3.5 | CR 107 WIDENING | CR 110 | UNIVERSITY BOULEVARD | RECONSTRUCT EXISTING 2 LANES TO 3 LANE ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $9,845,000 | - | ROW THROUGH PLATTING | | | | | | |
| 3.6 | CR 110 NORTH | CR 107 | PATRIOT WAY/SAM HOUSTON AVENUE | CONSTRUCT 3 LANES OF FUTURE 6 LANE ROADWAY | WILLIAMSON COUNTY | ROW, UTILITIES, CONSTRUCTION | $14,317,000 | | | | ROW, UTILITIES | $2,200,000 | | | |
| 3.7 | CR 175 | SOUTH OF CREEK MEADOW COVE | RM 2243 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $13,592,000 | | | | ENV & PLANNING, ROW | $1,700,000 | | | |
| 3.8 | CR 176 | RM 2243 | PARKSIDE PARKWAY | WATERLINE EASEMENT | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | EASEMENT | $58,000 | - | | | | | | | FUNDED W/ 2013 BONDS |
| 3.9 | CR 176 BRIDGE | AT SAN GABRIEL RIVER | - | 2 LANE BRIDGE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $8,950,000 | | | | | | | | |
| 3.10 | CR 239 | RONALD REAGAN BOULEVARD | FM 487 | REALIGNMENT OF CR 239 (2 LANES OF A FUTURE 4 LANE ROADWAY) | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $14,993,000 | - | HELP WITH ROW/EASEMENTS & MONETARY | | ENV & PLANNING, ROW | $1,900,000 | | | |
| 3.11 | CR 310/CR 314 BRIDGE | AT IH 35 | - | NEW BRIDGE OVER IH-35 | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $58,042,000 | - | HELP WITH ROW/EASEMENTS | | | | | | |
| 3.12 | CR 310 EXTENSION | CR 239 | NEW BRIDGE AT IH 35 | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $12,633,000 | - | HELP WITH ROW/EASEMENTS & MONETARY | | | | | | |
| 3.13 | CR 314 WIDENING | IH 35 NORTHBOUND FRONTAGE ROAD | CR 3001 | RECONSTRUCT 2 LANES TO 3 LANES | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $12,482,000 | - | N/A | | | | | | |
| 3.14 | CR 332 REALIGNMENT | FM 487 | CR 313 | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $4,173,000 | - | HELP WITH ROW/EASEMENTS | | PLANNING THROUGH CONSTRUCTION OF SHARP CURVE REALIGNMENT | $1,500,000 | | | |
| 3.15 | MAPLE AT INNER LOOP INTERCHANGE | MAPLE STREET | INNER LOOP | INTERCHANGE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $29,560,000 | | | | | | | | |
| 3.16 | RABBIT HOLLOW IMPROVEMENTS | SMITH BRANCH | - | DRAINAGE IMPROVEMENTS (CHANNEL IMPROVEMENTS AND CULVERTS) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $3,368,000 | | | | | | | | |
| 3.17 | RM 2243 | RONALD REAGAN BOULEVARD | SOUTHWEST BYPASS | I FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $90,170,000 | | | | ROW PRESERVATION & DESIGN THROUGH CONSTRUCTION OF SMALL SECTION | $4,000,000 | | $10,000,000 | 20% ROW BUCKET |
| 3.18 | RONALD REAGAN BOULEVARD WIDENING | FM 3405 | RM 2338 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $26,010,000 | | | | | | | | |
| 3.19 | RONALD REAGAN BOULEVARD WIDENING | RM 2338 | SH 195 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $26,732,000 | | | | | | | | |
| 3.20 | RONALD REAGAN BOULEVARD WIDENING | SH 195 | IH 35 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $33,983,000 | | | | | | | | |
| 3.21 | SOUTHEAST INNER LOOP EXTENSION (CORRIDOR C) | SAM HOUSTON AVENUE | SH 29 | 2 FRONTAGE ROADS | CITY OF GEORGETOWN | UTILITIES, CONSTRUCTION | $22,500,000 | - | N/A | | UTILITIES, CONSTRUCTION - 1 FRONTAGE ROAD WITH BRIDGE OVER SH 130 | $22,500,000 | | | |
| 3.22 | SOUTHWEST BYPASS EXTENSION | SH 29 | WOLF RANCH PARKWAY | 1 FRONTAGE ROAD (INCLUDING INTERSECTION IMPROVEMENTS AT SH 29) | CITY OF GEORGETOWN | PLANNING THROUGH CONSTRUCTION | $5,473,000 | - | | | UTILITIES, CONSTRUCTION | $4,800,000 | | | PLANNING, ENV, DESIGN BY GEORGETOWN |
| 3.23 | TRACY CHAMBERS LANE EXTENSION | END OF TRACY CHAMBERS LANE | SOUTHWESTERN BOULEVARD | NEW 2 LANE ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $4,027,000 | | | | | | | | |

**2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST**

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 3.24 | WESTINGHOUSE/CR 111 | FM 1460 | SH 130 | RECONSTRUCT AND WIDEN TO 4 LANES | CITY OF GEORGETOWN | DESIGN THROUGH CONSTRUCTION | $28,885,000 | - | | | DESIGN THROUGH CONSTRUCTION - 2 LANE NEW ROADWAY | $20,200,000 | | | SUGGEST REQUEST PARTICIPATION FROM GTOWN |
| 3.25 | CR 245 | NORTH OF RM 2338 | RONALD REAGAN BOULEVARD | RECONSTRUCT AND WIDEN TO 4 LANES | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $6,500,000 | | | | PLANNING THROUGH CONSTRUCTION | $6,500,000 | | | |
| 3.26 | RONALD REAGAN BOULEVARD AT SILVER SPUR BOULEVARD | RONALD REAGAN BOULEVARD | SILVER SPUR BOULEVARD | INTERSECTION IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $2,000,000 | | | | PLANNING THROUGH CONSTRUCTION | | $2,000,000 | | SAFETY BUCKET |
| 3.27 | RONALD REAGAN BOULEVARD AT SUN CITY BOULEVARD | RONALD REAGAN BOULEVARD | SUN CITY BOULEVARD | INTERSECTION IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $1,000,000 | | | | PLANNING THROUGH CONSTRUCTION | | $1,000,000 | | SAFETY BUCKET |
| 3.28 | SH 195 AT RONALD REAGAN | SH 195 | RONALD REAGAN BOULEVARD | ADD NB EXIT RAMP | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $3,600,000 | | | | PLANNING THROUGH CONSTRUCTION | $3,600,000 | | | |
| 3.29 | CR 314 SAFETY IMPROVEMENTS | IH 35 NORTHBOUND FRONTAGE ROAD | CR 314 | SAFETY IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $1,500,000 | | | | PLANNING THROUGH CONSTRUCTION | | $1,500,000 | | SAFETY BUCKET |
| 3.30 | CR 314 WIDENING | EAST OF CR 315 | CR 332 | SAFETY IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $3,700,000 | | | | PLANNING THROUGH CONSTRUCTION | | $3,700,000 | | SAFETY BUCKET |
| 3.31 | JARRELL LOOP EXTENSION | CR 3001 | IH 35 NORTHBOUND FRONTAGE ROAD | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $23,180,000 | | | | | | | | |
| **SUBTOTAL - PRECINCT 3 PROJECTS** | | | | | | | **$643,483,000** | **$40,000** | | | | **$105,200,000** | **$8,200,000** | **$13,300,000** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 4.1 | BARTLETT STREET PROJECT | PIETZSCH STREET AND ELM STREET | AT RAILROAD CROSSINGS | SAFETY IMPROVEMENTS (SIGNAGE AND LEVEL UP PAVEMENT AT RAILROAD CROSSING) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $500,000 | | | | DESIGN THROUGH CONSTRUCTION | | $500,000 | | SAFETY BUCKET |
| 4.2 | CHANDLER ROAD (CORRIDOR B2) | 3.5 MILES EAST OF FM 1660 | SH 95 | WIDEN FROM 2 LANES TO 4 LANES | CITY OF TAYLOR | PLANNING THROUGH CONSTRUCTION | $13,176,000 | - | VIA EMAIL. NO APPLICATION. | | ROW PRESERVATION | | | $500,000 | 20% ROW BUCKET |
| 4.3 | CHANDLER ROAD (CORRIDOR B2) | FM 1660 | 3.5 MILES EAST OF FM 1660 | WIDEN FROM 2 LANES TO 4 LANES | CITY OF TAYLOR | PLANNING THROUGH CONSTRUCTION | $15,812,000 | - | | | ROW PRESERVATION | | | $1,100,000 | 20% ROW BUCKET |
| 4.4 | CHANDLER ROAD (CORRIDOR B2) | SH 130 | FM 1660 | WIDEN FROM 2 LANES TO 4 LANES | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $16,744,000 | | | | ROW PRESERVATION | | | $1,300,000 | 20% ROW BUCKET |
| 4.5 | CORRIDOR B3 (CHANDLER ROAD) | SH 95 | US 79 | 1 FRONTAGE ROAD (INCLUDING BRIDGE OVER RAILROAD) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $34,734,000 | | | | ROW PRESERVATION | | | $1,000,000 | 20% ROW BUCKET |
| 4.6 | CORRIDOR E2 | US 79 | CHANDLER ROAD (CORRIDOR B2) | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $23,728,000 | | | | ENV & PLANNING, ROW PRESERVATION | $1,000,000 | | $800,000 | 20% ROW BUCKET |
| 4.7 | CORRIDOR E3 | CHANDLER ROAD (CORRIDOR B2) | FUTURE SH 29 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $23,313,000 | | | | ENV & PLANNING, ROW PRESERVATION | $1,000,000 | | $700,000 | 10% ROW BUCKET |
| 4.8 | COTTONWOOD CREEK DRAINAGE IMPROVEMENTS | US 79 | CARL STERN DRIVE | CHANNEL IMPROVEMENTS | CITY OF HUTTO | DESIGN, CONSTRUCTION | $19,373,000 | $9,686,500 | 50% | | DETENTION | $2,000,000 | | | |
| 4.9 | CR 112 WIDENING | FM 1460/A.W. GRIMES | CR 117 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $15,987,000 | $7,993,500 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $7,993,500 | | | |
| 4.10 | CR 112 WIDENING | CR 117 | CR 110 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $18,992,000 | $9,496,000 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $9,496,000 | | | |
| 4.11 | CR 123 BRIDGE | AT BRUSHY CREEK | - | REPLACE LOW WATER CROSSING WITH NEW BRIDGE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $4,079,000 | | | | | | | | |
| 4.12 | CR 129 | SOUTH OF BRUSHY CREEK | NORTH OF SOUTH COUNTY LINE | SAFETY IMPROVEMENTS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $2,300,000 | | | | DESIGN THROUGH CONSTRUCTION | | $2,300,000 | | SAFETY BUCKET |
| 4.13 | CR 134 EXTENSION/CR 132 EXTENSION (HUTTO ARTERIAL) | CR 394 | 1 MILE SOUTH OF CR 132 | 6 LANE DIVIDED ROADWAY WITH GRADE SEPARATION AT US 79 | CITY OF HUTTO | DESIGN THROUGH CONSTRUCTION | $81,559,000 | $44,857,450 | CITY TO FULLY FUND SOME SEGMENTS APPROX. 55% | | DESIGN THROUGH CONSTRUCTION - 3 LANE ROADWAY | $14,000,000 | | | |
| 4.14 | CR 300/BRAZOS STREET DRAINAGE PROJECT | MESQUITE STREET | BROADWAY STREET | DRAINAGE IMPROVEMENTS | CITY OF GRANGER | DESIGN THROUGH CONSTRUCTION | $3,603,000 | $10,000 | | | | | | | |
| 4.15 | CR 366 | CARLOS G. PARKER | CHANDLER ROAD | RECONSTRUCT EXISTING TWO LANE ROADWAY TO FIVE LANES | CITY OF TAYLOR | ROW, UTILITIES, CONSTRUCTION | $9,032,000 | $903,200 | 10% COMMITTED 2013. VIA EMAIL. NO APPLICATION. | | ROW, UTILITIES, CONSTRUCTION | $8,128,800 | | | |
| 4.16 | DAVILLA CULVERT REPLACEMENT | DAVILLA STREET AT WALTON STREET | - | CULVERT REPLACEMENT | CITY OF GRANGER | DESIGN THROUGH CONSTRUCTION | $263,000 | $5,000 | | | DESIGN THROUGH CONSTRUCTION | | $258,000 | | SAFETY BUCKET |
| 4.17 | FM 3349 AT US 79 INTERCHANGE | US 79 | CR 404 | 1 NEW FRONTAGE ROAD WITH INTERCHANGE AT US 79 | CITY OF HUTTO/CITY OF TAYLOR | ROW, UTILITIES, CONSTRUCTION | $46,125,000 | - | VIA EMAIL. NO APPLICATION. | | ROW, UTILITIES, CONSTRUCTION | $46,125,000 | | | 31 AC ROW DONATED |
| 4.18 | LIMMER LOOP AT US 79 | LIMMER LOOP AT US 79 | - | SIGNAL WARRANT STUDY AND INTERSECTION IMPROVEMENTS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $824,000 | | | | | | | | |
| 4.19 | MOKAN | GEORGETOWN INNER LOOP | UNIVERSITY BOULEVARD | CONSTRUCT NEW 2 LANE CONTROLLED ACCESS ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $61,224,050 | | | | ENV & PLANNING, ROW | $4,000,000 | | | |
| 4.20 | MOKAN | UNIVERSITY BOULEVARD | SH 45 | CONSTRUCT NEW 2 LANE CONTROLLED ACCESS ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $256,908,000 | | | | ENV & PLANNING, ROW | $15,000,000 | | | |
| 4.21 | NORTH KENNEY FORT BOULEVARD | CHANDLER CREEK BOULEVARD | SOUTH OF OLD SETTLERS BOULEVARD | 2 LANES OF FUTURE 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $6,974,000 | | | | | | | | |
| 4.22 | OLD SETTLERS BOULEVARD | NORTH RED BUD LANE/CR 122 | CR 110 | NEW 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $17,073,000 | $8,536,500 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $8,536,500 | | | |
| 4.23 | RONALD REAGAN BOULEVARD EXTENSION (CORRIDOR D) | CORRIDOR E5 | SH 95 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $45,092,000 | | | | ROW PRESERVATION | | | $800,000 | 10% ROW BUCKET |
| 4.24 | RONALD REAGAN BOULEVARD EXTENSION (CORRIDOR D) | I-35 | CORRIDOR E5 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $64,234,000 | | | | ROW PRESERVATION | | | $2,000,000 | 10% ROW BUCKET |
| 4.25 | SH 130 NORTHBOUND FRONTAGE ROAD | LIMMER LOOP | US 79 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $8,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $8,000,000 | | | |
| 4.26 | SH 130 SOUTHBOUND FRONTAGE ROAD | LIMMER LOOP | US 79 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $9,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $9,000,000 | | | |
| 4.27 | SH 130 NORTHBOUND FRONTAGE ROAD | US 79 | FM 685 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $16,323,000 | | | | | | | | |
| 4.28 | SH 130 SOUTHBOUND FRONTAGE ROAD | US 79 | FM 685 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $17,174,000 | | | | | | | | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 4.29 | SOUTHEAST CORRIDOR (CORRIDOR E1) | CR 138 | CR 404 | 1 FRONTAGE ROAD | CITY OF HUTTO/CITY OF TAYLOR | DESIGN THROUGH CONSTRUCTION | $72,200,000 | - | VIA EMAIL. NO APPLICATION. | | DESIGN THROUGH CONSTRUCTION | $72,200,000 | | | |
| **SUBTOTAL - PRECINCT 4 PROJECTS** | | | | | | | **$904,346,050** | **$81,488,150** | | | | **$206,479,800** | **$3,058,000** | **$8,200,000** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| W.1 | ATLAS 14 FEMA MAPPING | COUNTYWIDE | COUNTYWIDE | UPDATE FLOODPLAIN MAPS/DRAINAGE MODELS | WILLIAMSON COUNTY | STUDY | $7,000,000 | | | | | $1,000,000 | | | GRANT MATCH |
| W.2 | LOW WATER CROSSING PROTECTION | COUNTYWIDE (20 LOCATIONS) | COUNTYWIDE (20 LOCATIONS) | COMPUTER, SOFTWARE, MONITORING SYSTEM, FLOOD GAUGES, GATES/FLASHERS FOR TOP 20 LOCATIONS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $5,000,000 | | | | | $250,000 | | | GRANT MATCH |
| W.3 | NORTH/SOUTH MOBILITY STUDY FOR IH 35 | COUNTY LINE | COUNTY LINE | PLANNING FOR IH 35 | WILLIAMSON COUNTY | STUDY | $3,000,000 | | | | | | | | |
| W.4 | ROW BUDGET | COUNTYWIDE | COUNTYWIDE | ROW PRESERVATION (FUNDS) | WILLIAMSON COUNTY | ROW PRESERVATION | $40,000,000 | | | | ROW PRESERVATION | $35,000,000 | | | |
| W.5 | SAFETY OPERATIONAL IMPROVEMENTS | VARIOUS LOCATIONS | VARIOUS LOCATIONS | TRAFFIC SIGNALS, TRAFFIC STUDIES, TURN LANES, ETC. (FUNDS) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $30,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $15,000,000 | | | |
| W.6 | TXDOT/CAMPO LEVERAGE | VARIOUS LOCATIONS | VARIOUS LOCATIONS | COST SHARING AMOUNT | WILLIAMSON COUNTY | COST SHARING | $40,000,000 | | | | COST SHARING | - | | | INCLUDED IN PROJECTS |
| W.7 | COUNTY ROAD RECONSTRUCTION | VARIOUS LOCATIONS | VARIOUS LOCATIONS | ROADWAY RECONSTRUCTION | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $40,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $30,000,000 | | | |
| **SUBTOTAL - COUNTY WIDE PROJECTS** | | | | | | | **$165,000,000** | **$0** | | | | **$81,250,000** | **$0** | **$0** | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| Project | Location/Description | County Share Cost | Parks First Funding Recommendation | Potential Additional Reductions |
|---|---|---|---|---|
| **LAND ACQUISITION FOR PARKS & TRAILS** | Countywide consideration | 20,000,000 | 15,000,000 | 4,000,000 |
| Twin Lakes Park Adjacent Land Acquisition (YMCA initiative). | 22 acres; cost unknown | 0 | 0 | |
| Upper Brushy Creek Water Control Improvement District | SW County/Flood control/park/tr | 26,000,000 | 5,000,000 | 5,000,000 |
| **HIKE & BIKE TRAILS (Estimate $1,500,000 per mile)** | | | | |
| Brushy Creek Regional Trail from Hairy Man road (County initiative). | Extension south & eastward appr | 2,505,000 | 2,505,000 | 0 |
| Bagdad Road Trail from Leander to Liberty Hill (County initiative). | Extension northward approx. 5.0 | 7,500,000 | 7,500,000 | |
| Regional Park to Lake Georgetown (County initiative). | Extention northward approx. 4.0 | 6,000,000 | 6,000,000 | |

| | | | | |
|---|---|---|---|---|
| **Regional Park to Brushy Creek Regional Trail (County initiative).** | **Extension southward approx. 3.0** | **4,500,000** | **4,500,000** | **0** |
| **Brushy Creek Regional Trail/ Redbud Lane in Round Rock to Hutto (County initiative).** | **Extension eastward approx. 2.75 miles** | **4,125,000** | **4,125,000** | |
| **Trail expansion across CR 152 (County initative).** | **Extension eastward approx. 1.0 miles** | **1,500,000** | **1,500,000** | |
| **Trail extension from City of Cedar Park Lakeline Park, along Bell Blvd and with pedetrian bridge to Brushy Creek Regional Trail at Twin Lakes Park (City of Cedar Park initiative / their match = 20% or $500,000).** | **Extension eastward approx. 0.75 miles** | **2,000,000** | **2,000,000** | |
| **Pedestrian Bridge #1 at Twin Lakes Park to southwestern peninsula (YMCA initiative / YMCA match = ~10% or $100,000).** | **Approx. 225 ft. pedestrian bridge** | **900,000** | **900,000** | **900,000** |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Pedestrian Bridge #2 at Twin Lakes Park connecting north and south sides of parkland (YMCA initiative / YMCA match = ~10% or $100,000).** | **Approx. 450 ft. pedestrian bridge** | **1,900,000** | **1,900,000** |
| **Two trail sections along the South Fork San Grabriel River: 1. HWY 183 bridge east to Bar W Ranch Subdivision and 2. Short trail section under Ronald Reagan Blvd. bridge (City of Leander initiative / their match = 50% or $1,524,000).** | **Approx. 1.5 miles of trail total** | **1,524,000** | **0** |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Trail along Brushy Creek from HWY 183A bridge eastward and under Ronald Reagan Blvd. bridge and connecting to "Brushy Creek Trail of Sarita Valley" (City of Leander initiative / their match = 50% or $1,599,525).** | **Approx. 2.1 miles of trail total** | **1,599,525** | **0** |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Shared Use Path (SUP) from Loop 332 SUP along south side of HWY 29 to planned HWY 183A Improvements SUP (City of Liberty Hill initiative / their match = ~10% or $135,000).** | **Approx. 2.2 miles of trail total** | **1,300,000** | **0** |
| **Shared Use Path (SUP) along Bagdad Road from Loop 332 SUP to intersection at CR 281 (City of Liberty Hill initiative / their match = ~13% or $558,560).** | **Approx. 4.7 miles of trail total** | **3,533,560** | **3,533,560** |
| **Trail along west side of South Fork San Gabriel River from West University Avenue to I-35 (City of Georgetown initiative / their match = 0%).** | **Approx. 0.75 miles of trail total** | **1,275,000** | **0** |

| | | | | |
|---|---|---|---|---|
| **Trailhead improvements at Brushy Creek Trail & Shirley McDonald Park Brushy Creek MUD initiative / their match = 0%).** | **Improvements only - no cost estimate provided** | **0** | **0** | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

****Note on Bagdad Road Trail: This is a County park initiative, a City of Liberty Hill, and a Road Bond initiative, which could all dovetail together if selected by the committee and Commissioners Court.**

| Project | Location/Description | County Share Cost | Parks First Funding Recommendation | Potential ditional Reductions |
|---|---|---|---|---|
| **HIKE & BIKE TRAILS (continued)** | | | | |
| 6' wide trail from I-35 frontage eastward to Sonterra Club House (Sonterra MUD initiative / their match not noted; assumed 100% County funded). | Approx. 0.6 miles of trail total | 125,000 | 0 | |

| | | | | |
|---|---|---|---|---|
| 6' wide trail from Sonterra Blvd. to Northern Williamson County Library (Sonterra MUD initiative / their match not noted; assumed 100% County funded). | Approx. 0.5 miles of trail total | 125,000 | 0 | |
| 6' wide trail from Turquoise Way to Jarrell Elementary School (Sonterra MUD initiative / their match not noted; assumed 100% County funded). | Approx. 1.0 miles of trail total | 175,000 | 0 | |
| **IMPROVEMENTS TO EXISTING PARKLANDS** | | | | |
| <u>SWWC Regional Park</u> | Support amenities. | | | |
| Remote Restrooms (2 at $135,000 each). | | 270,000 | 270,000 | |
| Clubhouse/Activity Center/Group Facility with kitchen & deck. | | 1,000,000 | 1,000,000 | |
| Screened shelters (10 at $10,000 each). | | 100,000 | 0 | |
| Restrooms with showers (1 at $350,000). | | 350,000 | 0 | |
| Utilities and Roads. | | 500,000 | 500,000 | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Champion Park** Support amenities. | | | |
| Playground improvements. | 90,000 | 90,000 | 90,000 |
| Pavilion with restroom and associated utilities. | 682,000 | 682,000 | 682,000 |
| Existing trailhead parking lighting upgrade. | 26,400 | 26,400 | 26,400 |
| Additional trailhead parking spaces (86) with lighting and informati | 668,000 | 668,000 | 0 |
| **Berry Springs Park and Preserve** Support amenities. | | | |
| Remote restrooms (2 at $135,000 each). | 270,000 | 270,000 | |
| Headquarters building near self pay kiosk. | 250,000 | 250,000 | |
| Interpretive Center. | 800,000 | 800,000 | 800,000 |
| Screened shelters (10 at $10,000 each). | 100,000 | 100,000 | |
| Large pavilion / Wedding arch. | 275,000 | 275,000 | |
| Maintenance area. | 400,000 | 400,000 | |
| Additional Parking. | 350,000 | 350,000 | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| Project | Location/Description | County Share Cost | Parks First Funding Recommendation | Potential ditional Reductions |
|---|---|---|---|---|
| **IMPROVEMENT TO EXISTING PARKLANDS (continued)** | | | | |
| **River Ranch County Park** | **Overnight, Meeting.** | | | |
| **lodge, cabins, shelters, group** | | **1,000,000** | **1,000,000** | **1,000,000** |
| **Arena with cover.** | | **2,000,000** | **2,000,000** | **2,000,000** |
| **Restrooms with pavilion.** | | **300,000** | **300,000** | |
| **Blackland Heritage County Park** | **Support Functions, Trails, Day Use Facilities.** | | | |
| **Roads, utilities, parking, restrooms, picnic tables, trails, playgrounds, activity center.** | | **6,000,000** | **0** | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Expo Center** | | | |
| Wind block for Covered Outdoor Exhibit Hall. | 1,000,000 | 1,000,000 | |
| Restrooms with showers at RV park. | 350,000 | 350,000 | |
| Pavilions (2 at $250,000 each). | 500,000 | 500,000 | 250,000 |
| Widen arena. | 200,000 | 200,000 | 200,000 |
| Maintenance area. | 400,000 | 200,000 | 0 |
| Cover on west arena. | 1,000,000 | 1,000,000 | 1,000,000 |
| Improved parking on south and north sides. | 500,000 | 500,000 | |
| North access road from Bill Picket. | 400,000 | 400,000 | 400,000 |

| | | | | |
|---|---|---|---|---|
| INITIAL GRAND TOTAL | 106,368,485 | | | |
| Parks First Funding Recommendation | | 67,594,960 | | |
| Potential Additional Reductions | | | 16,348,400 | |
| Further Reduced Bond Target | | | | 0 |

Commissioners Court - Regular Session 34.

Meeting Date: 06/18/2019

TAMI Award of Excellence

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider presentation from the Public Information Office on their receiving a TAMI Award of Excellence at the Texas Association of Municipal Information Officers conference in Denton for the category Video - PSA Educational.

Background

An educational video was created for the 10th anniversary of the Williamson County Conservation Foundation's (WCCF) Regional Habitat Conservation Plan (RHCP) in order to inform the public about the accomplishments of the WCCF and educate them about the RHCP and our preserve areas. It was created as part of the Parks Department's "At the Park with Mark" series. The video outlined the Leave No Trace principles that are practiced in these preserve areas and explained how responsible development can occur around endangered species thanks to the RHCP. The video tied for second place in the Video - PSA Educational category.

The TAMI awards program annually recognizes the best communication and marketing work produced statewide by a city or county government or division, or any government support agency involved in providing local services. More than 408 entries were received for the 2019 TAMI awards.

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |
| Form Started By: Connie Odom | | Started On: 06/10/2019 04:54 PM |
| Final Approval Date: 06/13/2019 | | |

Meeting Date: 06/18/2019

Salary Grievance Committee Selection

Submitted For: Ashlie Koenig Submitted By: Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of the Commissioners Court. This committee will serve, if needed during this fiscal year 2019 with regard to elected officials salaries.

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Jennifer Templeton Started On: 06/13/2019 09:33 AM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 36.

Meeting Date: 06/18/2019

Workshop to discuss Williamson County owned facilities and real property

Submitted For: Terry Cook Submitted By: Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss, consider and take appropriate action on setting a time, date and place to conduct a workshop to discuss Williamson County owned facilities and real property to include, but not be limited to discussions relating to existing uses, potential future uses, address corrections, and costs associated with such facilities and real property.

Background

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Fiscal Impact

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

Attachments

*No file(s) attached.*

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |
| Form Started By: Garry Brown | | Started On: 06/13/2019 09:19 AM |
| Final Approval Date: 06/13/2019 | | |

Commissioners Court - Regular Session 37.

Meeting Date: 06/18/2019

To discuss flag policy

Submitted For: Stacy Hackenberg Submitted By: Jessica Tiedt, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss, consider and take appropriate action on policy surrounding the display of flags on county property.

Background

Justices of the Peace KT Musselman, Precinct 1, and Stacy Hackenberg, Precinct 4, respectfully ask permission from the Williamson County Commissioners Court to fly the rainbow Pride flag outside their court buildings during the month of June. June is the national month for LGBTQ+ Pride. The judges want to publicly display a sign of their commitment to be welcoming and ensure that justice is applied to all constituents regardless of gender identity and sexual orientation.

The judges also ask permission to fly the POW/MIA (Prisoners of War/Missing in Action) flag during the week of Veteran's Day out of respect to those soldiers who have not returned from war, who were captured and held prisoner during combat, and their comrades in arms who are honored members of our communities.

The current policy allows for the United States and Texas flags to be flown outside county buildings. This request would allow the judges to fly a third flag below the Texas flag. We have talked to Facilities and have been informed that it would cost about $20 and 15 minutes of labor to add flag clips to the existing flagpole for JP Precinct 4. We assume the cost would be similar for Precinct 1. The flags will be purchased with private funds.

We anticipate there may be future opportunities to add a third flag. When they are identified, we will bring them forward to Commissioners Court for consideration.

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Jessica Tiedt Started On: 06/12/2019 04:33 PM

Final Approval Date: 06/13/2019

Commissioners Court - Regular Session 38.

Meeting Date: 06/18/2019

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh Submitted By: Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

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Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

---

Fiscal Impact

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

Attachments

*No file(s) attached.*

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 05/17/2019 04:07 PM |
| Form Started By: Lydia Linden | | Started On: 05/17/2019 02:51 PM |
| Final Approval Date: 05/17/2019 | | |

Commissioners Court - Regular Session 39.

Meeting Date: 06/18/2019

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

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Information

Agenda Item

Receive and acknowledge the June 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

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Fiscal Impact

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

Attachments

June 2019 CSR

June 2019 PowerPoint

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:18 PM |

Form Started By: Dawn Haggard Started On: 06/12/2019 11:33 AM

Final Approval Date: 06/13/2019

# ROAD BOND PROGRAM

## Construction Summary Report

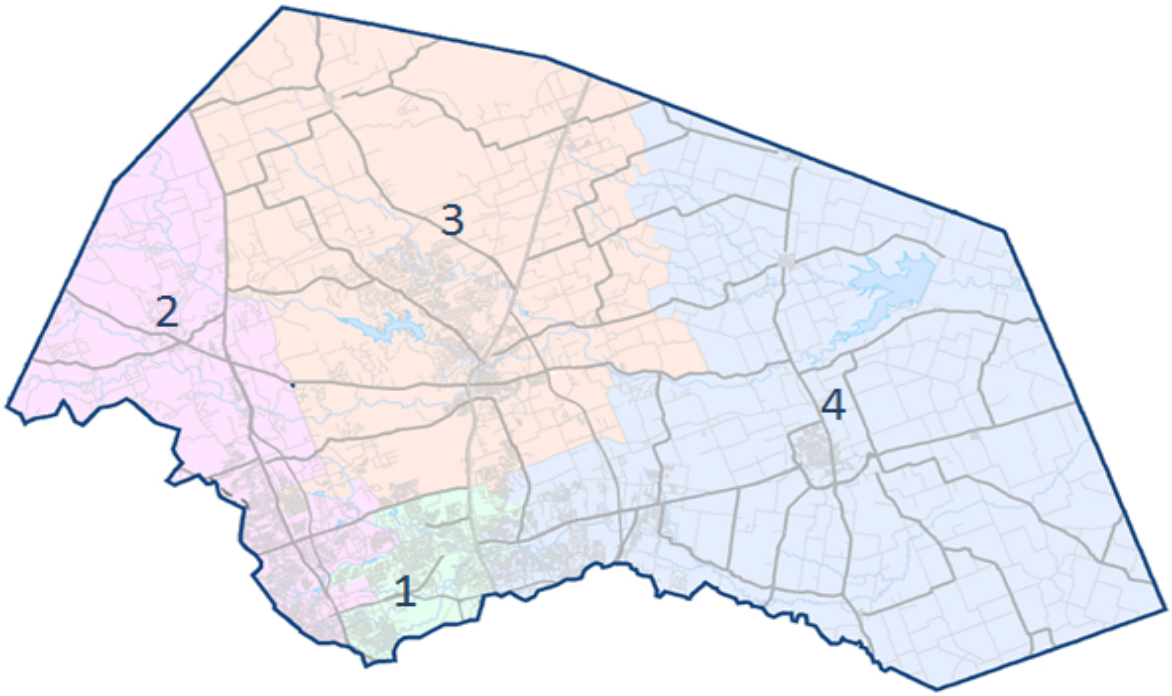
**County Judge**
**Bill Gravell, Jr.**

**Commissioners**
**Terry Cook**
**Cynthia Long**
**Valerie Covey**
**Russ Boles**

# June 2019

WWW.ROADBOND.ORG

Volume XVIII - Issue No.06




**Presented By:**

PRIME STRATEGIES, INC.

HNTB

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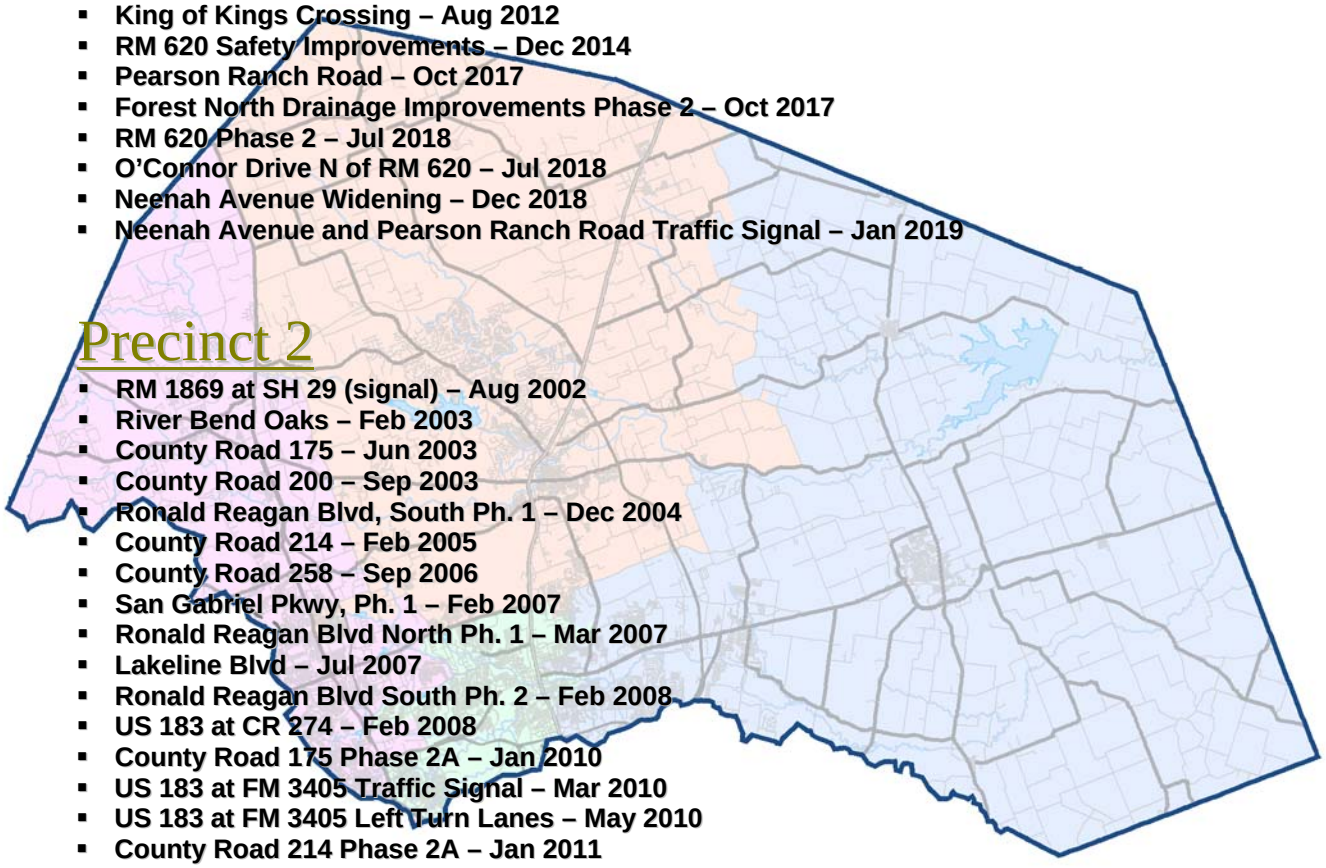
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# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2019



### Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**

### Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**

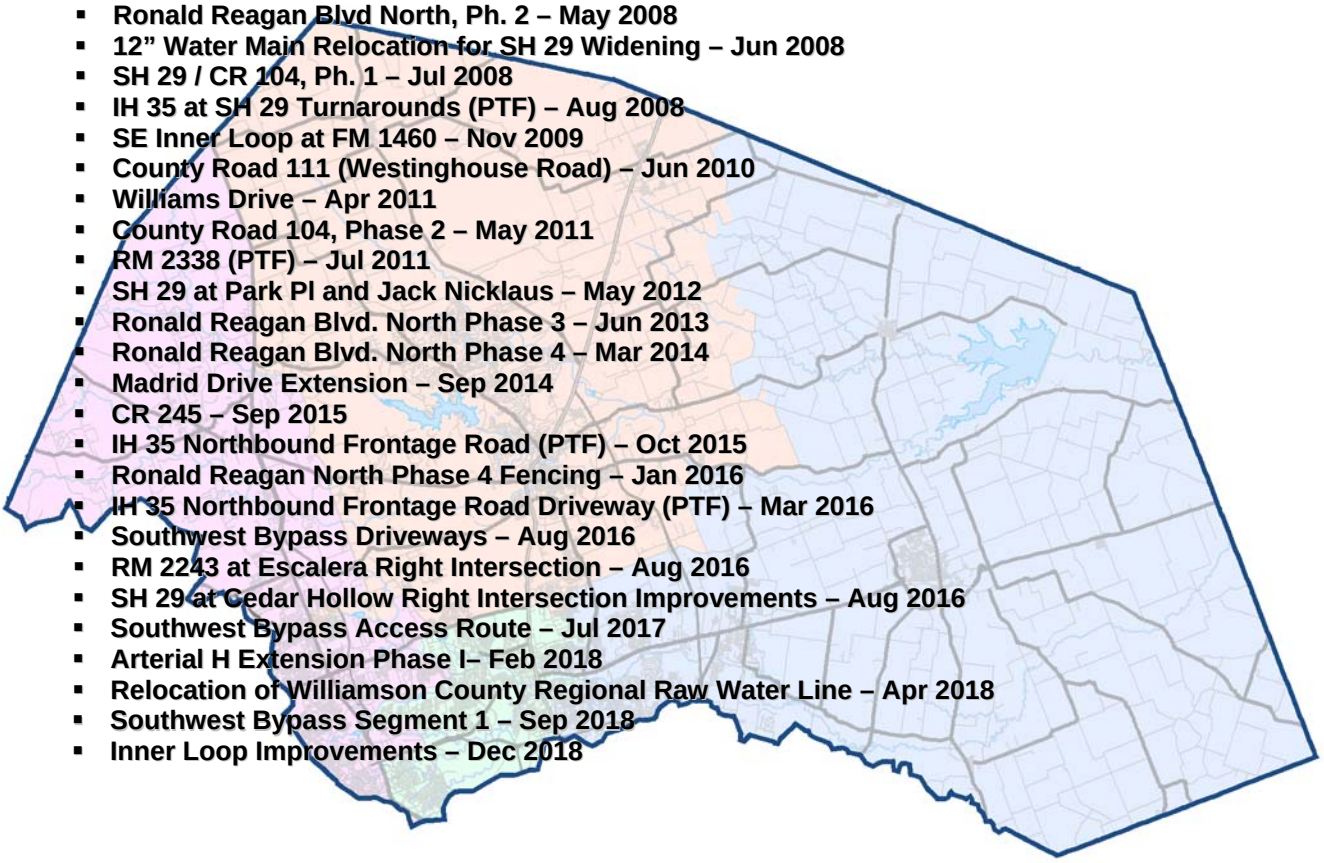
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2019

## Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **Southwest Bypass Segment 1 – Sep 2018**
- **Inner Loop Improvements – Dec 2018**



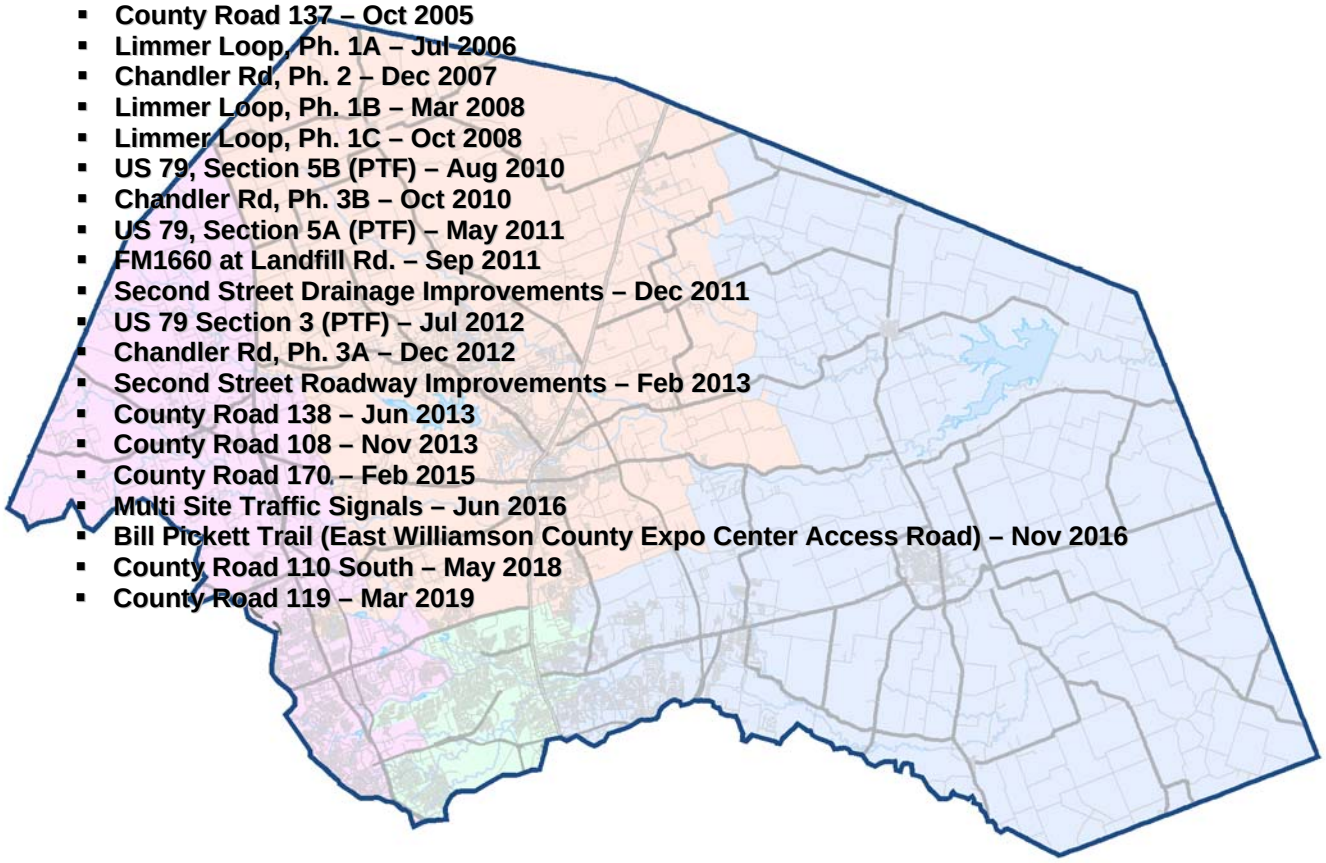
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

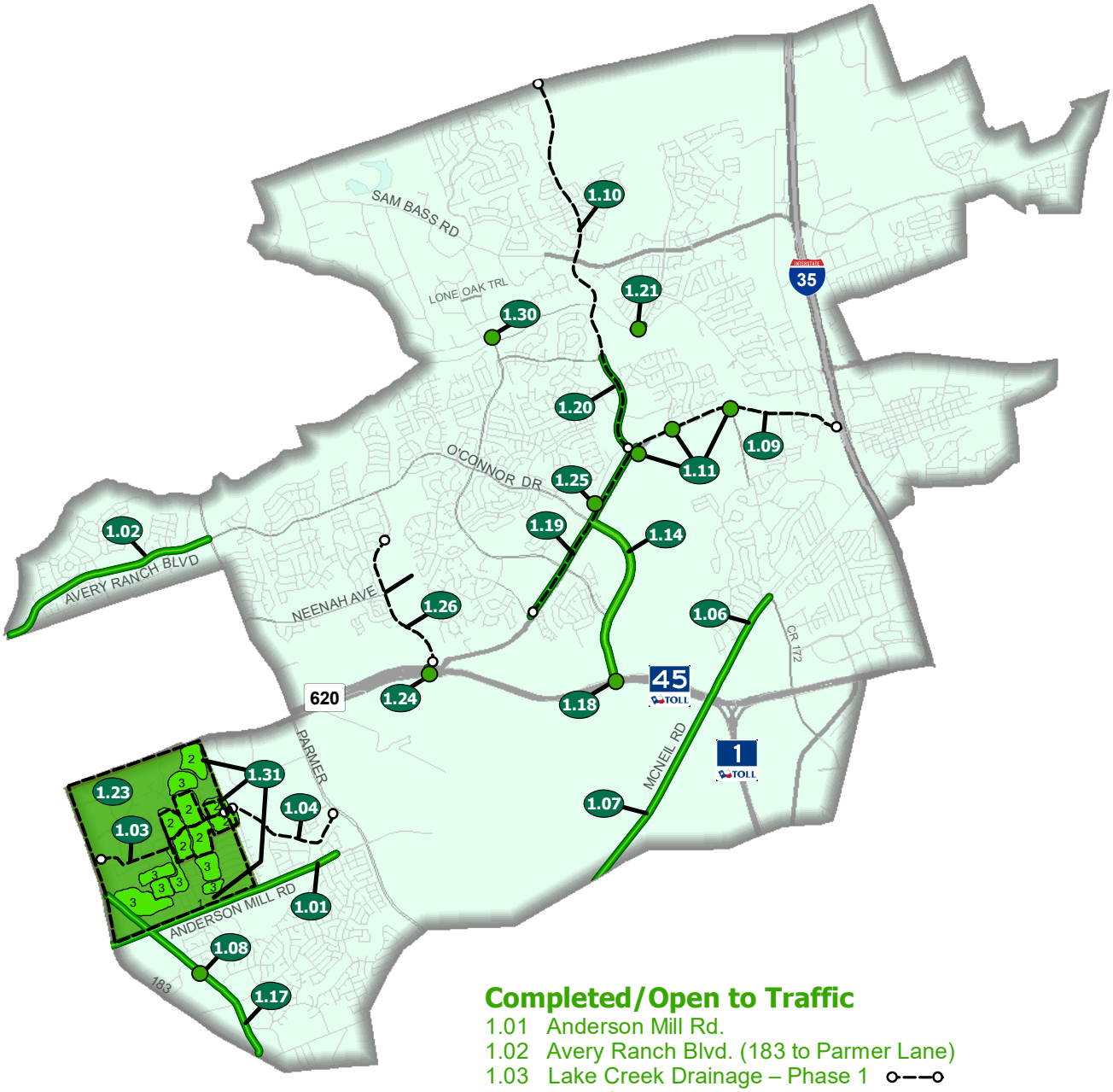
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2019

## Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**



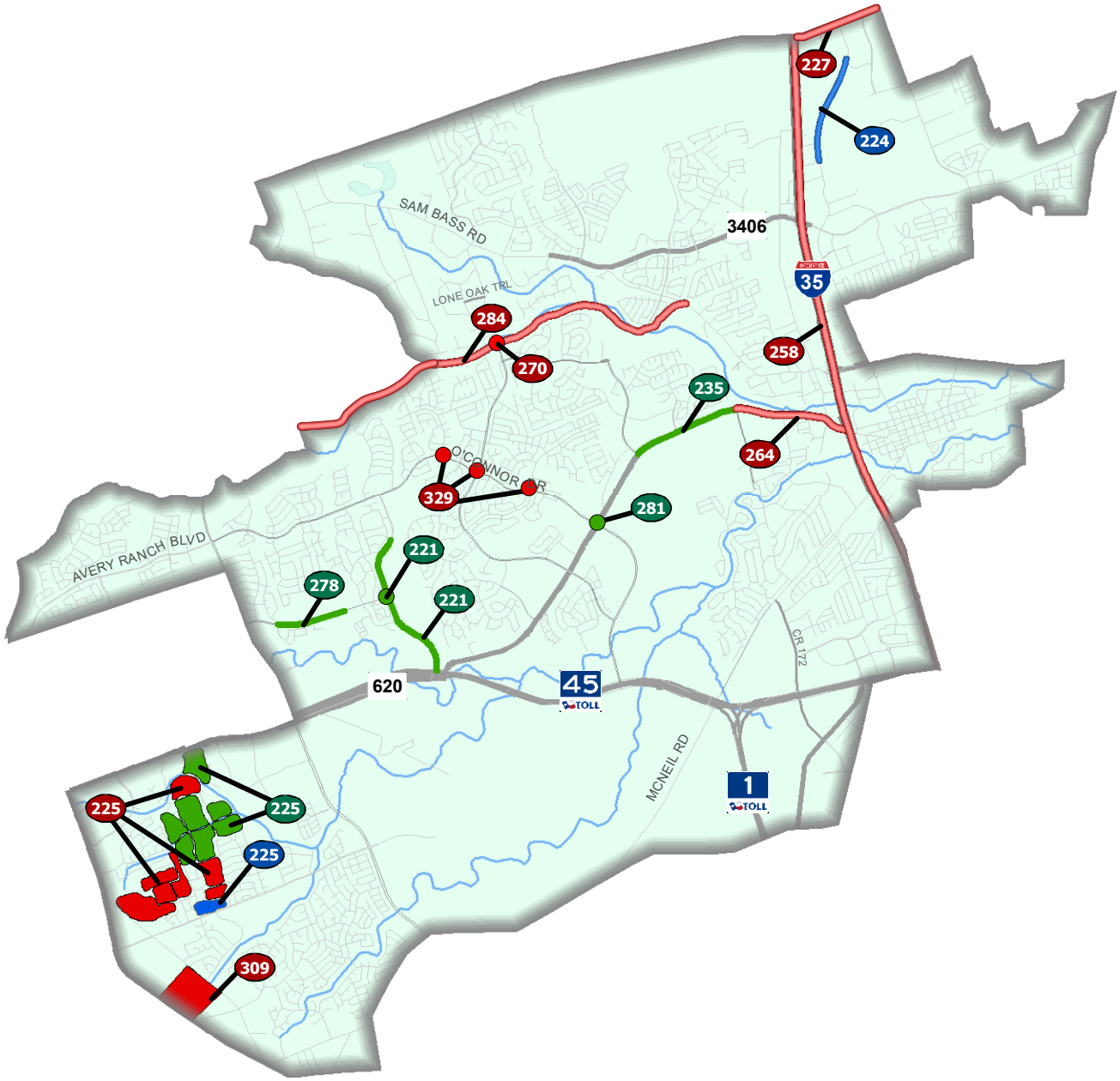
# 2006 Road Bond Program Projects
# Precinct 1 - Commissioner Cook




## Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

# 2013 Road Bond Program Projects
# Precinct 1 - Commissioner Cook




## Completed/Open to Traffic

221 Pearson Ranch Road
221 Neenah Avenue and Pearson Ranch Road Traffic Signal
225 Forest North Drainage Improvements Phase 2
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620

## Under Construction/Bidding

224 North Mays Street Extension Phase 1 Arterial M (Paloma Drive to Oakmont Drive)
225 Forest North Drainage Improvements Anderson Mill Zone

## In Design

225 Forest North Drainage Improvements Phase 3
227 University Blvd Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

**Neenah Avenue Widening (Olive Hill Drive to 0.5 mile east of Olive Hill Drive)**
**Project No. 1710-194** Original Contract Price = $2,529,398.54

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/15/2017 | 12/6/2017 | 1/26/2018 | 2/5/2018 | 12/4/2018 | | | 350 | 0 | 350 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/5/2018 | 2/23/2018 | 19 | $125,365.50 | $125,365.50 | $13,929.50 | $13,929.50 | 6 | 5 |
| 2 | 2/24/2018 | 3/23/2018 | 28 | $150,775.20 | $276,140.70 | $16,752.80 | $30,682.30 | 14 | 13 |
| 3 | 3/24/2018 | 4/25/2018 | 33 | $191,501.10 | $467,641.80 | $21,277.90 | $51,960.20 | 24 | 23 |
| 4 | 4/26/2018 | 5/25/2018 | 30 | $161,682.75 | $629,324.55 | $17,964.75 | $69,924.95 | 32 | 31 |
| 5 | 5/26/2018 | 6/25/2018 | 31 | $247,558.88 | $876,883.43 | $27,506.54 | $97,431.49 | 44 | 40 |
| 6 | 6/26/2018 | 7/25/2018 | 30 | $213,856.20 | $1,090,739.63 | $23,761.80 | $121,193.29 | 55 | 49 |
| 7 | 7/26/2018 | 8/25/2018 | 31 | $208,142.94 | $1,298,882.57 | $23,127.00 | $144,320.29 | 65 | 58 |
| 8 | 8/26/2018 | 9/25/2018 | 31 | $137,292.48 | $1,436,175.05 | $15,254.72 | $159,575.01 | 72 | 67 |
| 9 | 9/26/2018 | 10/25/2018 | 30 | $98,959.95 | $1,535,135.00 | $10,995.55 | $170,570.56 | 77 | 75 |
| 10 | 10/26/2018 | 11/30/2018 | 36 | $310,666.25 | $1,845,801.25 | $34,518.47 | $205,089.03 | 93 | 85 |
| 11 | 12/1/2018 | 12/31/2018 | 4 | $283,617.15 | $2,129,418.40 | -$161,631.51 | $43,457.52 | 99 | 87 |
| 12 | 1/1/2019 | 4/30/2019 | 0 | $22,335.36 | $2,151,753.76 | $455.82 | $43,913.34 | 100 | 87 |

5/31/2019 Comments - Punchlist items are complete. The Certificate of Completion is being prepared as of 6/5/2019.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 8/7/2018 | $ 2,510.91 | $ 2,510.91 |

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). This Change Order compensates the Contractor for the additional labor and equipment it took to connect the new water line to the existing water line that was not shown on the plans. The Contractor was directed by the City of Austin inspector to tie the new water line to the existing line in the field when it was discovered. The City has agreed to pay this additional cost.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 8/7/2018 | $ 4,362.51 | $ 6,873.42 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for additional costs to remove formwork and re-set formwork on a portion of the shared use path prior to the concrete being poured due to a grade change per the engineer's response to RFI #10. 3B: County Convenience. Public relations improvement. This Change Order also compensates the Contractor for upgrading to a stronger concrete for the driveway reconstruction in order to shorten the cure time and reduce the time the Catholic Church would be without their driveways.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 4/9/2019 | $ 15,968.18 | $ 22,841.60 |

1B: Design Error or Omission. Other. This Change Order will compensate the Contractor for various items of additional work including construction of the pedestrian rail footings adjacent to box culvert wingwalls, extending a concrete slab located in the roadway over an existing box culvert and painting "Fire Lane" markings on driveway curb. 4B:Third Party Accommodation. Third party requested work. This Change Order also compensates the Contractor for relocating two small signs at the request of the City of Austin.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 4/16/2019 | $ (7,500.00) | $ 15,341.60 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of City of Austin Utility Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 6/4/2019 | $ (339,073.04) | $ (323,731.44) |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Williamson County Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $2,205,667.10

**Neenah Avenue at Pearson Ranch Road Traffic Signal**
**Project No. 1804-222**

Original Contract Price = $267,031.15

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 5/16/2018 | 6/5/2018 | 7/20/2018 | 7/30/2018 | 1/18/2019 | | 150 | 23 | 173 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/30/2018 | 8/25/2018 | 27 | $9,538.66 | $9,538.66 | $1,059.85 | $1,059.85 | 4 | 16 |
| 2 | 8/26/2018 | 11/30/2018 | 97 | $58,180.50 | $67,719.16 | $6,464.50 | $7,524.35 | 26 | 72 |
| 3 | 12/1/2018 | 12/21/2018 | 21 | $77,850.00 | $145,569.16 | $8,650.00 | $16,174.35 | 55 | 84 |
| 4 | 12/22/2018 | 1/18/2019 | 28 | $85,015.03 | $230,584.19 | $9,446.12 | $25,620.47 | 88 | 100 |
| 5 | 1/19/2019 | 3/29/2019 | 0 | $28,170.00 | $258,754.19 | $3,130.00 | $28,750.47 | 99 | 100 |
| 6 | 3/30/2019 | 4/30/2019 | 0 | $1,314.65 | $260,068.84 | $146.07 | $28,896.54 | 99 | 100 |

5/31/2019 Comments - The Contractor is submitting all closeout documents.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 7/24/2018 | $ 15,000.00 | $ 15,000.00 |

2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the intersection.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 3/19/2019 | $ 31,300.00 | $ 46,300.00 |

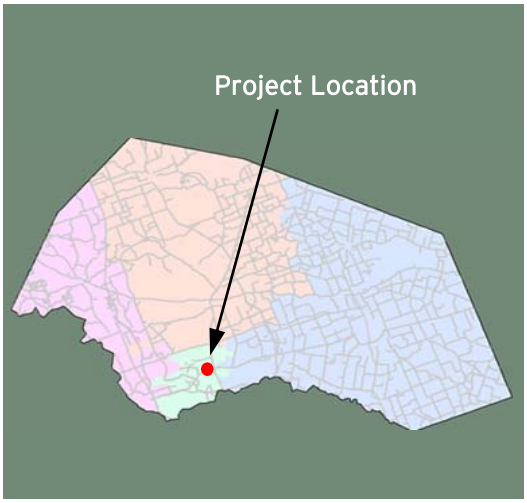
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds PVC conduit bore items necessary to replace existing conduits that were found to be damaged and an additional month of barricades to the contract.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 5/21/2019 | $ (21,865.77) | $ 24,434.23 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides for the final balancing for the overrun/underrun of Comntract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $291,465.38






**North Mays Street Extension Phase 1**
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - March 2020
Estimated Construction Cost: $10.8 Million




## MAY 2019 IN REVIEW

**05/03/2019:** Capital Excavation completed stripping vegetation and continued stockpiling topsoil throughout the project. The stockpiling of Type B embankment material continued.

**05/10/2019:** Excavation and stockpiling of topsoil continued throughout the project.

**05/17/2019:** The stockpiling of topsoil was completed and excavation and embankment of material at the proposed bridge's northern header bank began.

**05/24/2019:** Roadway excavation continued at the proposed bridge's northern header bank. Drill shafts have been laid out.

**05/31/2019:** Embankment material continued to be stockpiled at the proposed bridge's northern header bank.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Ryan Rivera, HNTB

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**
**Project No. 1810-265**

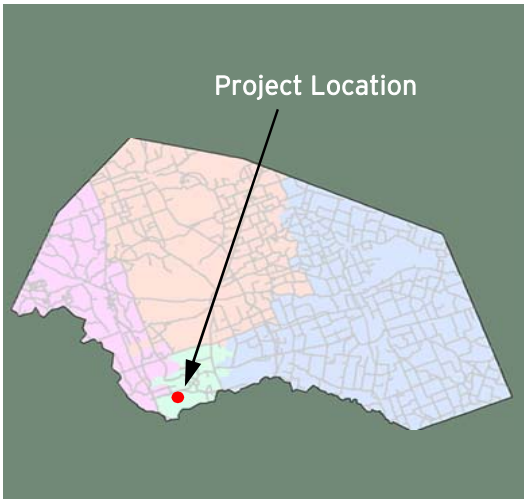
Original Contract Price = $10,775,835.75

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 11/14/2018 | 12/4/2018 | 1/18/2019 | 1/28/2019 | | | | 410 | 0 | 410 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/28/2019 | 1/31/2019 | 4 | $523,139.40 | $523,139.40 | $58,126.60 | $58,126.60 | 5 | 1 |
| 2 | 2/1/2019 | 2/28/2019 | 28 | $2,584.80 | $525,724.20 | $287.20 | $58,413.80 | 5 | 8 |
| 3 | 3/1/2019 | 4/30/2019 | 61 | $102,281.40 | $628,005.60 | $11,364.60 | $69,778.40 | 6 | 23 |

Adjusted Price = $10,775,835.75






**Forest North - Anderson Mill**
(Residential Drainage of the Forest North Subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: April 2019 - June 2019
Estimated Construction Cost: $0.3 Million



## MAY 2019 IN REVIEW

**05/03/2019:** QA Construction completed storm pipe installation along Broadmeade Avenue and began installing storm pipe along Sherbourne Street.

**05/10/2019:** The installation of the storm pipe along Sherbourne Street continued.

**05/17/2019:** Installation of the storm pipe, inlets and boxes along Sherbourne Street continued.

**05/24/2019:** Storm pipe construction continued along Sherbourne Street.

**05/31/2019:** Storm pipe and boxes installation continued for system 2 along Anderson Lane and Sherbourne Street.



Design Engineer: K. Friese
Contractor: QA Construction
Construction Observation:
Ryan Rivera, HNTB

**Williamson County**
**Road and Bridge**

HNTB

PRIME STRATEGIES, INC.

**Forest North - Anderson Mill**
**Project No. 1811-278**

Original Contract Price = $295,000.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/5/2018 | 1/15/2019 | 4/3/2019 | 4/15/2019 | | | | 30 | 0 | 410 |

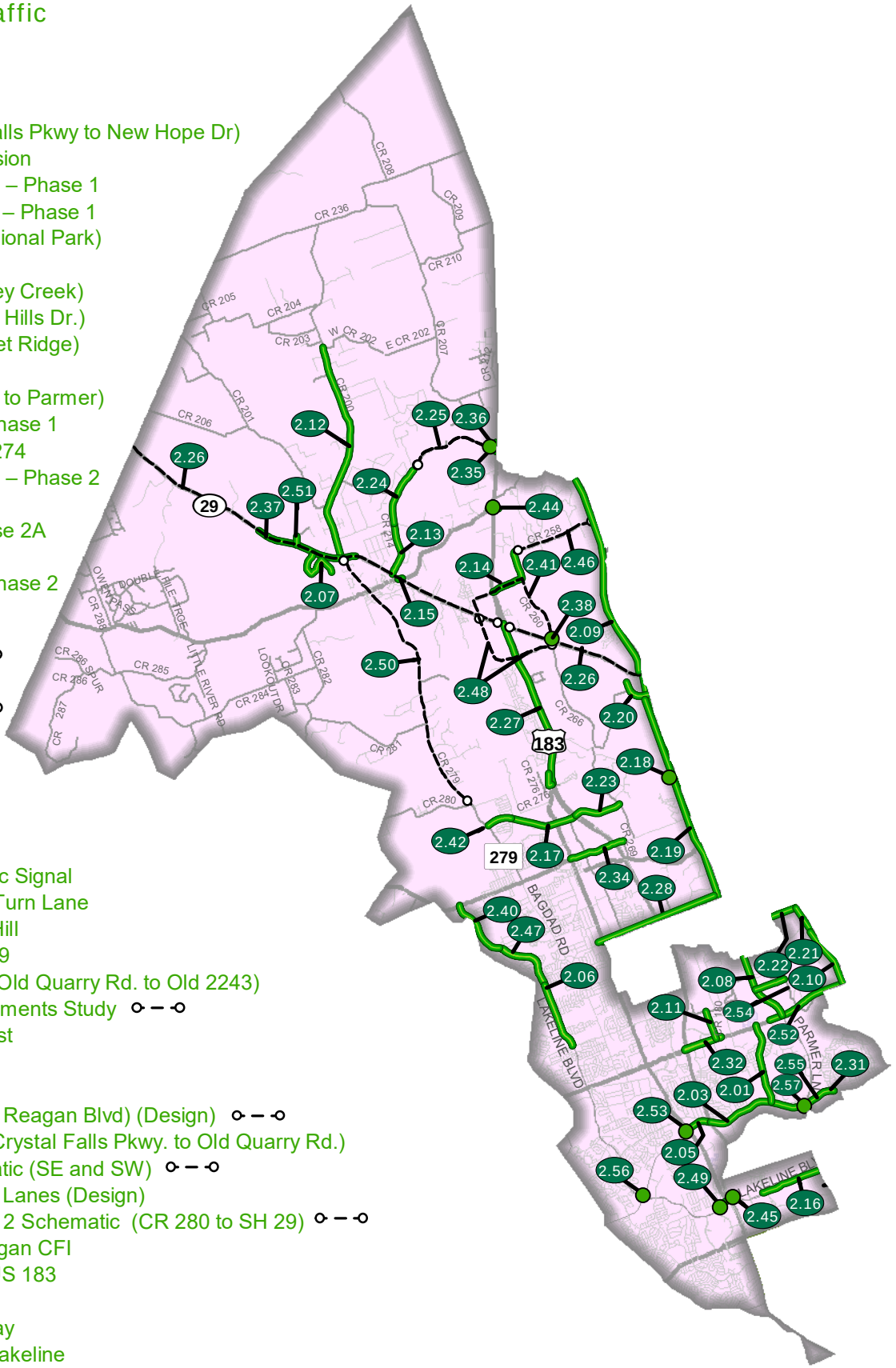
| Invoice | Beginning | Ending | Days | Current | Invoice | Current | Total | % ($) | % Time |
|---|---|---|---|---|---|---|---|---|---|

Adjusted Price = $295,000.00

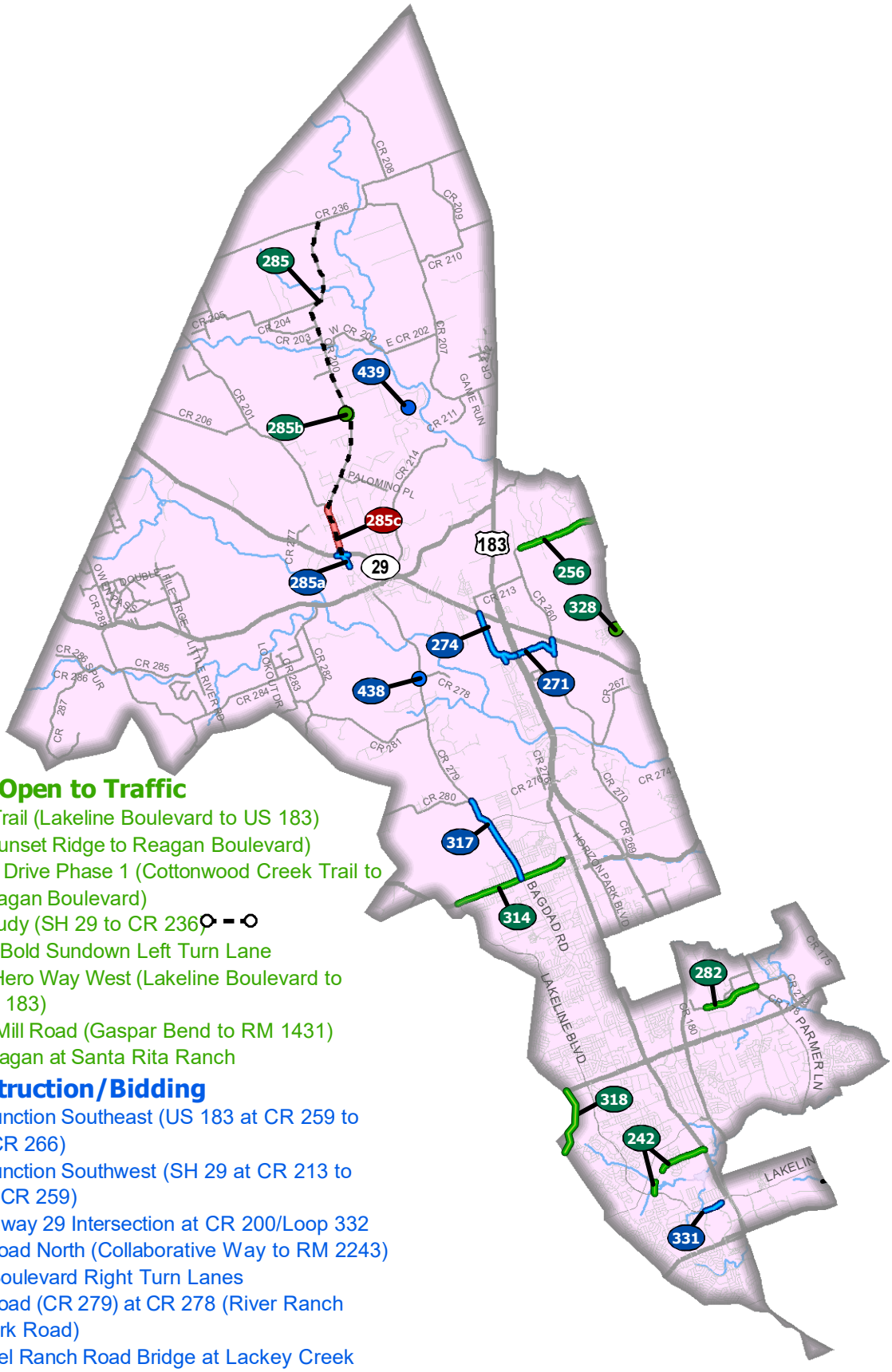
# 2006 Road Bond Program Projects
# Precinct 2 - Commissioner Long

## Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.49 Lakeline Blvd. Right Turn Lanes (Design)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



# 2013 Road Bond Program Projects
# Precinct 2 - Commissioner Long




## Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch

## Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
285a State Highway 29 Intersection at CR 200/Loop 332
317 Bagdad Road North (Collaborative Way to RM 2243)
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

## In Design

285c CR 200 (CMTA Railroad to CR 201)

**CR 200 at Bold Sundown (South of Bold Sundown to north of Intersection)**
**Project No. 1802-217**

Original Contract Price = $368,861.80

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 4/11/2018 | 4/24/2018 | 6/27/2018 | 7/9/2018 | 10/30/2018 | | | 45 | | 45 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/9/2018 | 7/31/2018 | 17 | $74,180.25 | $74,180.25 | $8,242.25 | $8,242.25 | 24 | 38 |
| 2 | 8/1/2018 | 8/31/2018 | 17 | $82,674.72 | $156,854.97 | $9,186.08 | $17,428.33 | 51 | 76 |
| 3 | 9/1/2018 | 9/30/2018 | 4 | $39,983.49 | $196,838.46 | $4,442.61 | $21,870.94 | 63 | 84 |
| 4 | 10/1/2018 | 10/30/2018 | 6 | $98,140.59 | $294,979.05 | $10,904.51 | $32,775.45 | 95 | 98 |
| 5 | 11/1/2018 | 11/30/2018 | 0 | $8,377.36 | $303,356.41 | $930.82 | $33,706.27 | 98 | 98 |
| 6 | 12/1/2018 | 12/31/2018 | 0 | $6,351.20 | $309,707.61 | $705.69 | $34,411.96 | 100 | 98 |
| 7 | 1/1/2019 | 2/28/2019 | 0 | $455.76 | $310,163.37 | $51.01 | $34,462.97 | 100 | 98 |

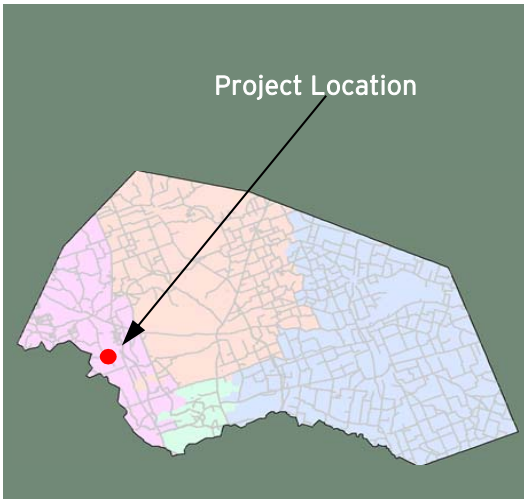
5/31/2019 Comments - Vegetation establishment is the final punchlist item.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 4/9/2019 | $ (24,235.83) | $ (24,235.83) |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. New bid items were added

Adjusted Price = $344,625.97






**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**
(Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles
Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020
Estimated Construction Cost: $3.0 Million




## MAY 2019 IN REVIEW

**05/03/2019:** Subcontractor KimTil began installing 12" water line and drainage Culvert B1-1a inside the park. Subcontractor Metalink installed barbed wire fence at the southeast corner of the CR 278 intersection.

**05/10/2019:** Subcontractor Wildcat continued installing the 4" multi-duct communication line and ground boxes along the park road. Subcontractor Metalink continued installing barbed wire fence at the CR 278 intersection.

**05/17/2019:** Subcontractor Wildcat completed installing conduits for the 4" multi-duct communication line along the park road. Subcontractor KimTil continued breaking rock for the 12" water line inside the park.

**05/24/2019:** Subcontractor Wildcat installed pull string and tracer wire for the 4" multi-duct communication line. Forming of the ground box apron has begun. Subcontractor KimTil continued installing 12" water line. Subcontractor Metalink continued installing barbed wire fence at the south side of CR 278.

**05/31/2019:** Subcontractor Metalink finished installing barbed wire fence at the south side of CR 278.



Design Engineer: Lockwood, Andrews, & Newnam
Contractor: Champion Site Prep
Construction Observation:
Steven Shull / Feng Chen, HNTB

**Williamson County Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**
**Project No. 1805-229**

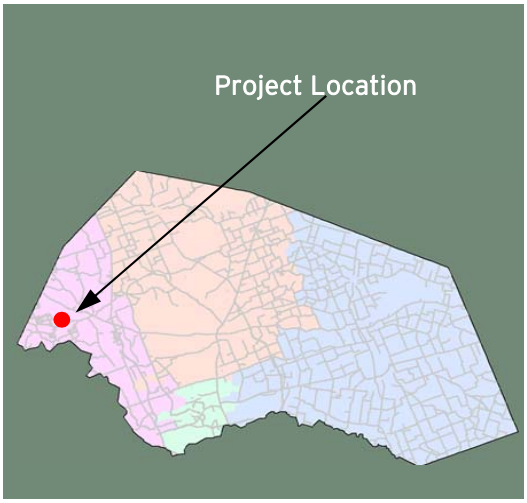
Original Contract Price = $2,959,000.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/15/2018 | 9/11/2018 | 10/18/2018 | 10/28/2018 | | | | 480 | | 480 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/28/2018 | 12/31/2018 | 65 | $7,295.69 | $7,295.69 | $810.74 | $810.74 | 0 | 14 |
| 2 | 1/1/2019 | 1/31/2019 | 31 | $204,653.21 | $211,948.90 | $22,739.25 | $23,549.99 | 8 | 20 |
| 3 | 2/1/2019 | 2/28/2019 | 28 | $159,772.72 | $371,721.62 | $17,752.52 | $41,302.51 | 14 | 26 |
| 4 | 3/1/2019 | 3/31/2019 | 31 | $137,964.55 | $509,686.17 | $15,329.40 | $56,631.91 | 19 | 32 |
| 5 | 4/1/2019 | 4/30/2019 | 30 | $194,875.30 | $704,561.47 | $21,652.81 | $78,284.72 | 26 | 39 |
| 6 | 5/1/2019 | 5/31/2019 | 31 | $122,652.28 | $827,213.75 | $13,628.03 | $91,912.75 | 31 | 45 |

Adjusted Price = $2,959,000.00






## SH 29 Intersection at CR 200 / Loop 332

(Intersection Improvements at CR 200 and SH 29)

Project Length: .35 Miles
Roadway Classification: Rural Major Collector

Project Schedule: December 2018-May 2019
Estimated Construction Cost: $1.7 Million



## MAY 2019 IN REVIEW

**05/03/2019:** Cox Commercial Construction installed the mitered ends for the safety end treatments (SETs) at the upstream and downstream ends of Culvert 3. Silt fence "V"s were installed. Subcontractor G Carter completed the installation of the new signals at the intersection of CR 200 and SH 29 and removed the old signals.

**05/10/2019:** The major manhole on the existing storm sewer line was adjusted on the east side of LP 332. A lift of embankment was placed in the radius area at LP 332 and SH 29.

**05/17/2019:** Night work began on LP 332. Excavation and embankment to subgrade continued on LP 332. Type B hot mix asphalt and surface mix asphalt on the entire project is being laid with right lane closures on SH 29 both eastbound and westbound as well as keeping LP 332 closed for the placement.

**05/24/2019:** Night work continued on LP 332 and CR 200. Type B hot mix asphalt and surface mix asphalt was completed for the entire project.

**05/31/2019:** Pavement edges were backfilled, topsoil was placed along new pavement, and spoils were hauled off.



Design Engineer: O'Brien Engineering
Contractor: Cox Commercial Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements at CR 200 and SH 29)**

**Project No. 1805-232** Original Contract Price = $1,705,061.70

| Letting | Award | Notice To Proceed | Begin Work | Substantially Complete | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/28/2016 | 8/28/2018 | 11/20/2018 | 12/3/2018 | | | | 180 | | 180 |

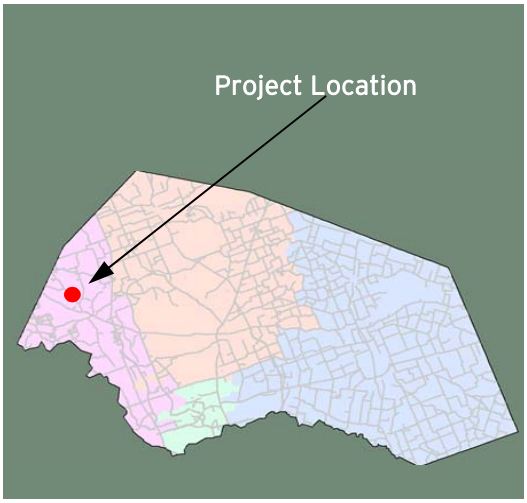
| | Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|
| | 1 | 12/3/2018 | 12/31/2018 | 29 | $111,968.00 | $111,968.00 | 6 | 16 |
| | 2 | 1/1/2019 | 1/31/2019 | 31 | $284,815.54 | $396,783.54 | 23 | 33 |
| | 3 | 2/1/2019 | 2/28/2019 | 28 | $311,269.73 | $708,053.27 | 41 | 49 |
| | 4 | 3/1/2019 | 3/31/2019 | 31 | $264,196.63 | $972,249.90 | 56 | 66 |
| | 5 | 4/1/2019 | 4/30/2019 | 30 | $262,325.70 | $1,234,575.60 | 71 | 83 |

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/7/2019 | $ 32,028.08 | $ 32,028.08 |

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

Adjusted Price = $1,737,089.78






**San Gabriel Ranch Road Bridge at Lackey Creek**
(Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
Roadway Classification: Bridge

Project Schedule: October 2018-October 2019
Estimated Construction Cost: $1.4 Million



## MAY 2019 IN REVIEW

**05/03/2019:** Subcontractor Ranger excavated the dam and backfilling the secondary spillway. Embankment at the west approach was completed.

**05/10/2019:** Subcontractor Ranger continued excavating the dam and backfilling the secondary spillway.

**05/17/2019:** Subcontractor Ranger completed backfilling the secondary spillway and began hauling in 30" rock riprap. Greater Austin cleaned debris from the rock berm at the downstream end. Drill shafts were laid out at Abutment 1 and 3 and Bent 2.

**05/24/2019:** Subcontractor McKinney Drilling delivered reinforcing steel.

**05/31/2019:** Subcontractor McKinney Drilling finished drilling and placing concrete for bridge shafts at Abutment 1 and Bent 2. Equipment and tools were mobilized to Abutment 3.



Design Engineer: Freese and Nichols
Contractor: A Greater Austin Development Co
Construction Observation:
Steven Shull / Feng Chen, HNTB

**Williamson County**
**Road and Bridge**

HNTB

PRIME STRATEGIES, INC.

**San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)**
**Project No. 1807-252** Original Contract Price = $1,425,301.90

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 9/5/2018 | 9/18/2018 | 10/12/2018 | 10/22/2018 | | | 125 | | 125 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/1/2018 | 11/30/2018 | 0 | $20,025.00 | $20,025.00 | $2,225.00 | $2,225.00 | 2 | 0 |
| 2 | 12/1/2018 | 12/31/2018 | 0 | $6,088.77 | $26,113.77 | $676.53 | $2,901.53 | 2 | 0 |
| 3 | 1/1/2019 | 1/31/2019 | 0 | $12,825.00 | $38,938.77 | $1,425.00 | $4,326.53 | 3 | 0 |
| 4 | 2/1/2019 | 3/31/2019 | 0 | $14,943.46 | $53,882.23 | $1,660.38 | $5,986.91 | 4 | 0 |
| 5 | 4/1/2019 | 4/30/2019 | 30 | $192,636.00 | $246,518.23 | $21,404.00 | $27,390.91 | 19 | 24 |
| 6 | 5/1/2019 | 5/31/2019 | 31 | $110,889.98 | $357,408.21 | $12,321.11 | $39,712.02 | 28 | 49 |

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/21/2019 | $ 16,166.09 | $ 16,166.09 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Adjusted Price = $1,441,467.99

**Ronald Reagan at Santa Rita (Turn Lane Improvements)**
**Project No. 1808-256**

Original Contract Price = $420,608.60

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/25/2018 | 10/9/2018 | 10/24/2018 | 11/5/2018 | 2/4/2019 | | | 30 | | 30 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/24/2018 | 10/31/2018 | 0 | $8,237.61 | $8,237.61 | $915.29 | $915.29 | 2 | 0 |
| 2 | 11/1/2018 | 11/30/2018 | 14 | $22,500.00 | $30,737.61 | $2,500.00 | $3,415.29 | 8 | 14 |
| 3 | 12/1/2018 | 12/31/2018 | 7 | $71,658.00 | $102,395.61 | $7,962.00 | $11,377.29 | 27 | 7 |
| 4 | 1/1/2019 | 1/31/2019 | 7 | $235,576.80 | $337,972.41 | $26,175.20 | $37,552.49 | 90 | 7 |
| 5 | 2/1/2019 | 2/28/2019 | 1 | $40,546.86 | $378,519.27 | $4,505.21 | $42,057.70 | 100 | 97 |
| 6 | 3/1/2019 | 4/16/2019 | 1 | $15,784.85 | $394,304.12 | -$21,304.85 | $20,752.85 | 99 | 100 |

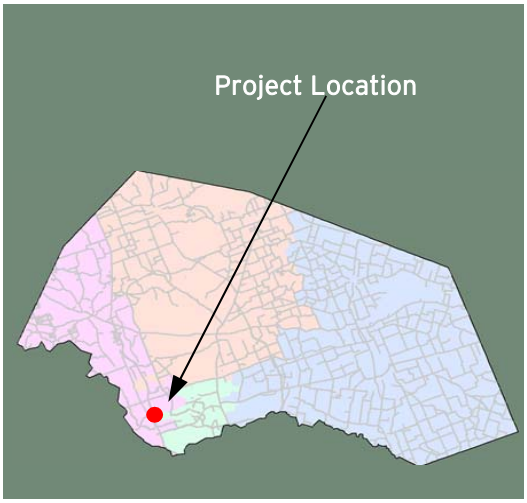
5/31/2019 Comments - Watering of vegetation is the remaining punchlist item.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/7/2019 | $ (1,480.65) | $ (1,480.65) |

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $419,127.95






**Lakeline Boulevard Right Turn Lanes**
(Intersection Improvements)

Project Length: .1 Miles
Roadway Classification: Urban Arterial

Project Schedule: January 2019-September 2019
Estimated Construction Cost: $0.6 Million



## MAY 2019 IN REVIEW

**05/03/2019:** Subcontractor ATS continued placing conduit at the west HEB driveway and set the electrical service pole.

**05/10/2019:** Subcontractor ATS completed placing conduit at the west HEB driveway.

**05/17/2019:** Austin Energy to complete their electrical work for power hook-up prior to resuming Construction.



Design Engineer: Kimley Horn
Contractor: MA Smith Contracting
Construction Observation:
Ryan Rivera, HNTB

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**Lakeline Boulevard Right Turn Lanes**
**Project No. 1809-259**

Original Contract Price = $567,792.55

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 10/24/2018 | 11/14/2018 | 12/20/2018 | 1/2/2019 | | | 30 | | 267 |

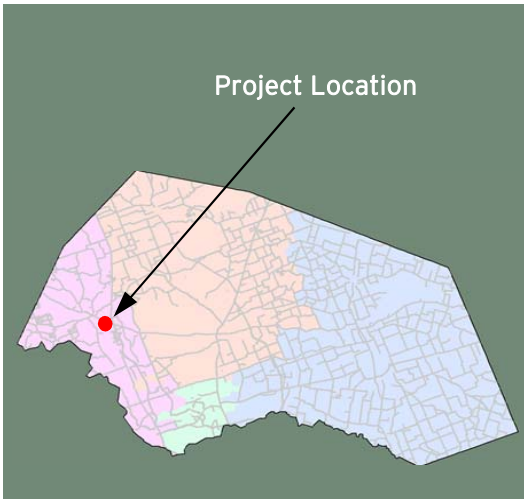
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/2/2019 | 2/28/2019 | 58 | $91,717.65 | $91,717.65 | $10,190.85 | $10,190.85 | 17 | 22 |
| 2 | 3/1/2019 | 4/3/2019 | 34 | $60,186.83 | $151,904.48 | $6,687.43 | $16,878.28 | 29 | 34 |
| 3 | 4/4/2019 | 5/1/2019 | 28 | $46,547.86 | $198,452.34 | $5,171.98 | $22,050.26 | 38 | 45 |

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 4/9/2019 | $ 17,000.00 | $ 17,000.00 |

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

Adjusted Price = $584,792.55




**Seward Junction Improvements**
(SH 29 to CR 266 & CR 266 South of 259 to SH 29 )

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - October 2020
Estimated Construction Cost: $13.3 Million



## MAY 2019 IN REVIEW

**05/03/2019:** A groundbreaking was held on 4/29/19. Time charges began on 5/2/19.

**05/10/2019:** Jordan Foster Construction verified survey control points.

**05/17/2019:** Subcontractor Flasher began installing project perimeter signs.

**05/24/2019:** The ROW was staked and erosion control devices continued to be installed. The ROW was cleared and topsoil stripped for Seward Junction Southwest. Subcontractor ESSI began installing silt fence along south side of the proposed CR 213.

**05/31/2019:** ROW continued to be cleared and topsoil stripped for the Seward Junction Southwest portion. Clearing for ROW fence on the Seward Junction Southeast portion began. Subcontractor Woolery Custom Fence began installing barbed wire fence on Seward Junction Southeast at the northeast side of the US 183/CR 259 intersection. Subcontractor ESSI continued installing silt fence for Seward Junction Southwest portion. Subcontractor Flasher installed barricades and "Road Closed" sign at the end of construction of Falcon Lane.



Design Engineer: K Friese and Aguirre Field
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull, HNTB

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**Seward Junction Improvements (SH 29 to CR 266 & CR 259 to IH 29)**
**Project No. 1812-282**

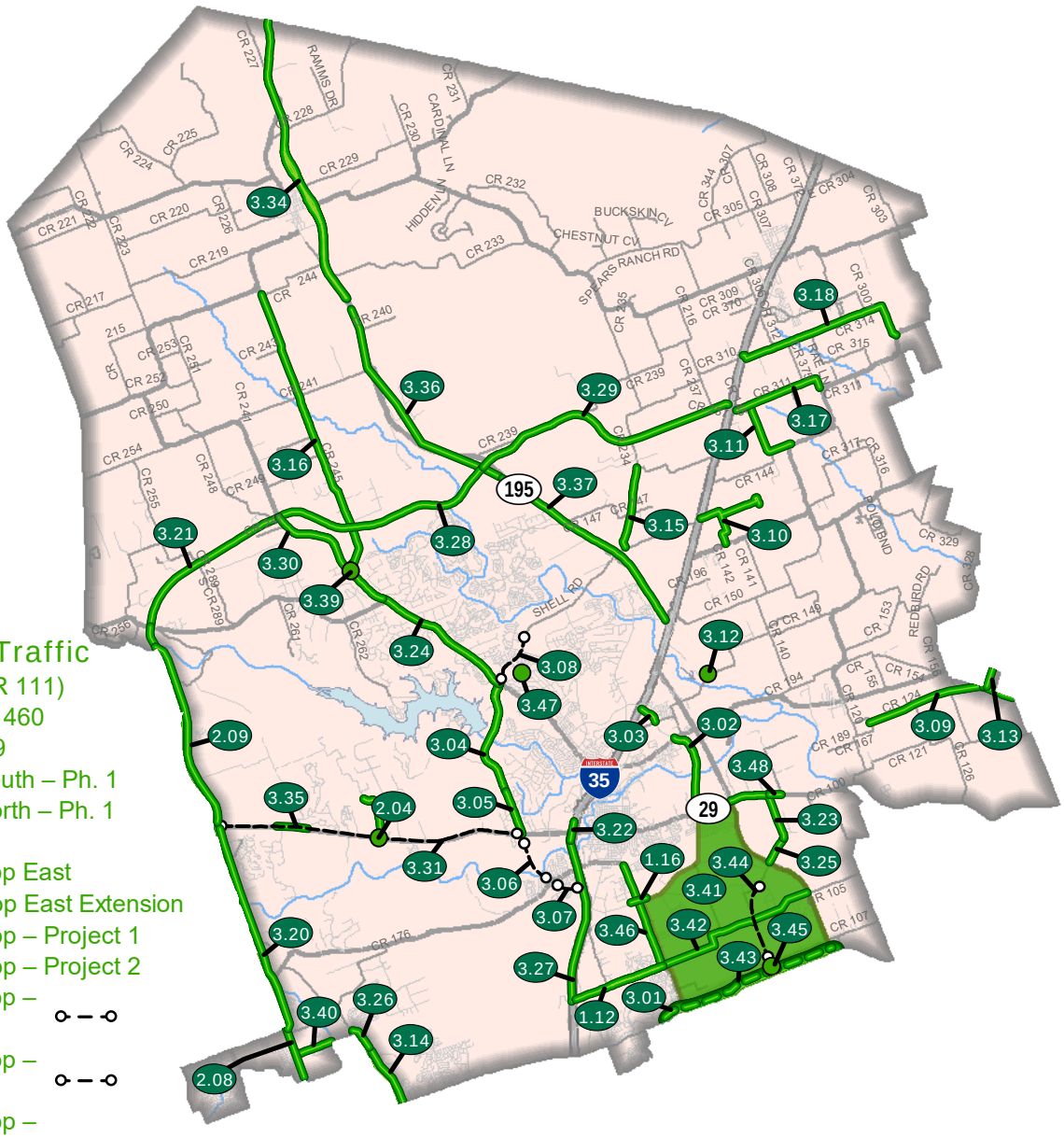
Original Contract Price = $11,270,258.10

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/19/2018 | 3/5/2019 | 4/22/2019 | 5/2/2019 | | | | 540 | | 267 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|

Adjusted Price = $11,270,258.10

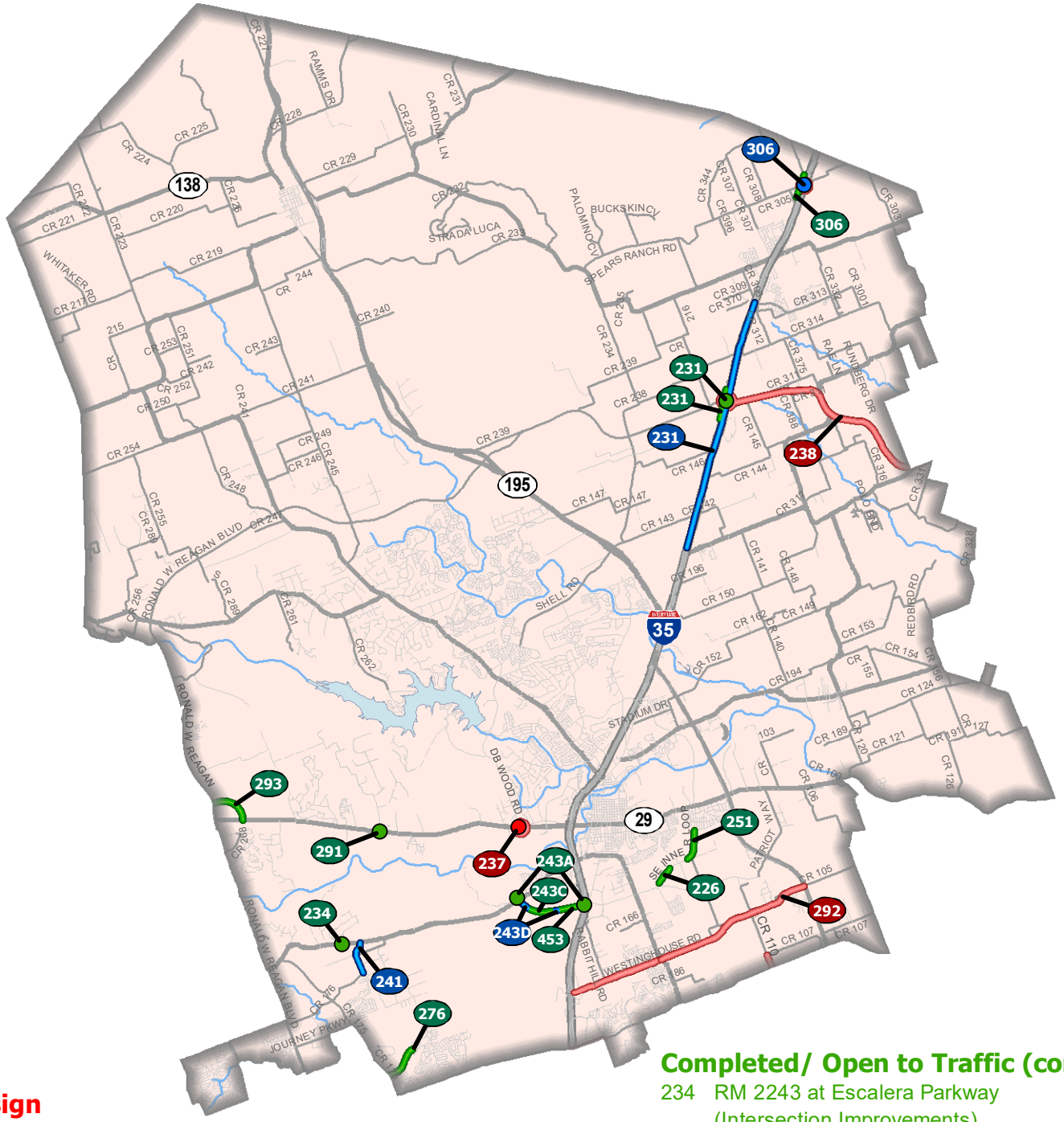
# 2006 Road Bond Program Projects
# Precinct 3 - Commissioner Covey




## Completed / Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

# 2013 Road Bond Program Projects
# Precinct 3 - Commissioner Covey




## In Design

237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)

## Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
306 CR 305 at IH 35 Bridge Replacement

## Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

## Completed/ Open to Traffic (con't)

234 RM 2243 at Escalera Parkway (Intersection Improvements)
243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

**Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)**
**2017-0065-CIP**

Original Contract Price = $5,599,200.86

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/27/2017 | 7/26/2017 | 8/21/2017 | 8/21/2017 | 9/25/2018 | | | 337 | 0 | 337 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/21/2017 | 9/30/2017 | 41 | $481,587.30 | $481,587.30 | $25,346.70 | $25,346.70 | 9 | 12 |
| 2 | 10/1/2017 | 10/31/2017 | 31 | $458,144.63 | $939,731.93 | $24,112.88 | $49,459.58 | 17 | 21 |
| 3 | 11/1/2017 | 11/30/2017 | 30 | $165,940.58 | $1,105,672.51 | $8,733.71 | $58,193.29 | 20 | 30 |
| 4 | 12/1/2017 | 12/31/2017 | 31 | $175,800.58 | $1,281,473.09 | $9,252.66 | $67,445.95 | 24 | 39 |
| 5 | 1/1/2018 | 1/31/2018 | 31 | $568,442.13 | $1,849,915.22 | $29,918.01 | $97,363.96 | 34 | 49 |
| 6 | 2/1/2018 | 2/28/2018 | 28 | $282,226.98 | $2,132,142.20 | $14,854.05 | $112,218.01 | 39 | 57 |
| 7 | 3/1/2018 | 3/31/2018 | 31 | $696,205.12 | $2,828,347.32 | $36,642.70 | $148,860.71 | 52 | 66 |
| 8 | 4/1/2018 | 4/30/2018 | 30 | $424,409.91 | $3,252,757.23 | $22,337.04 | $171,197.75 | 60 | 75 |
| 9 | 5/1/2018 | 5/31/2018 | 31 | $267,712.89 | $3,520,470.12 | $14,089.28 | $185,287.03 | 65 | 84 |
| 10 | 6/1/2018 | 6/30/2018 | 30 | $352,872.20 | $3,873,342.32 | $18,572.22 | $203,859.25 | 71 | 93 |
| 11 | 7/1/2018 | 7/31/2018 | 31 | $149,691.68 | $4,023,034.00 | $7,878.51 | $211,737.76 | 74 | 102 |
| 12 | 8/1/2018 | 8/31/2018 | 31 | $857,510.85 | $4,880,544.85 | $45,133.02 | $256,870.78 | 90 | 112 |
| 13 | 9/1/2018 | 9/25/2018 | 25 | $154,914.24 | $5,035,459.09 | $8,153.38 | $265,024.16 | 93 | 119 |
| 14 | 9/26/2018 | 11/30/2018 | 0 | $228,483.14 | $5,263,942.23 | $12,025.43 | $277,049.59 | 97 | 119 |
| 15 | 12/1/2018 | 1/31/2019 | 0 | $191,866.04 | $5,455,808.27 | -$227,049.59 | $50,000.00 | 96 | 119 |

5/31/2019 Comments - The Balancing Change Order is being processed.

| | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 12/12/2017 | $ 114,077.58 | $ 114,077.58 |

Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = $5,713,278.44

**Inner Loop Improvements (Wilco Way to Belmont Drive)**
**Project No. 1706-168** Original Contract Price = $5,352,696.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/9/2017 | 8/30/2017 | 9/18/2017 | 9/28/2017 | 12/21/2018 | | | 300 | 90 | 390 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/28/2017 | 10/31/2017 | 34 | $324,036.00 | $324,036.00 | $36,004.00 | $36,004.00 | 6 | 9 |
| 2 | 11/1/2017 | 11/30/2017 | 30 | $429,129.00 | $753,165.00 | $47,681.00 | $83,685.00 | 15 | 16 |
| 3 | 12/1/2017 | 1/31/2018 | 62 | $460,398.44 | $1,213,563.44 | $51,155.38 | $134,840.38 | 24 | 32 |
| 4 | 2/1/2018 | 2/28/2018 | 28 | $52,007.22 | $1,265,570.66 | $5,778.58 | $140,618.96 | 25 | 39 |
| 5 | 3/1/2018 | 3/31/2018 | 31 | $346,718.46 | $1,612,289.12 | $38,524.28 | $179,143.24 | 32 | 47 |
| 6 | 4/1/2018 | 4/30/2018 | 30 | $616,068.50 | $2,228,357.62 | $68,452.05 | $247,595.29 | 44 | 55 |
| 7 | 5/1/2018 | 5/31/2018 | 31 | $625,661.55 | $2,854,019.17 | $69,517.95 | $317,113.24 | 57 | 63 |
| 8 | 6/1/2018 | 6/30/2018 | 30 | $940,709.70 | $3,794,728.87 | $104,523.31 | $421,636.55 | 75 | 71 |
| 9 | 7/1/2018 | 7/31/2018 | 31 | $464,007.65 | $4,258,736.52 | $51,556.40 | $473,192.95 | 84 | 79 |
| 10 | 8/1/2018 | 8/31/2018 | 31 | $164,300.22 | $4,423,036.74 | $18,255.58 | $491,448.53 | 88 | 87 |
| 11 | 9/1/2018 | 9/30/2018 | 30 | $55,348.69 | $4,478,385.43 | $6,149.85 | $497,598.38 | 89 | 94 |
| 12 | 10/1/2018 | 10/31/2018 | 31 | $35,315.10 | $4,513,700.53 | $3,923.90 | $501,522.28 | 90 | 102 |
| 13 | 11/1/2018 | 11/30/2018 | 30 | $68,351.25 | $4,582,051.78 | $7,594.58 | $509,116.86 | 91 | 110 |
| 14 | 12/1/2018 | 12/22/2018 | 22 | $67,106.34 | $4,649,158.12 | $7,456.26 | $516,573.12 | 92 | 116 |
| 15 | 12/23/2018 | 2/28/2019 | 0 | $32,411.02 | $4,681,569.14 | $3,601.23 | $520,174.35 | 93 | 116 |
| 16 | 3/1/2019 | 3/15/2019 | 0 | $18,154.74 | $4,699,723.88 | $2,017.19 | $522,191.54 | 93 | 116 |
| 17 | 3/16/2019 | 4/30/2019 | 0 | $499,998.40 | $5,199,722.28 | -$499,998.40 | $22,193.14 | 93 | 116 |

5/3/2019 Comments - A Balancing Change Order is being prepared.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 12/5/2017 | $ 6,050.40 | $ 6,050.40 |

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2” lift of Type C HMAC to one 2” lift of Type D HMAC.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 6/5/2018 | $ 37,681.73 | $ 43,732.13 |

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 9/18/2018 | $ 183,780.89 | $ 227,513.02 |

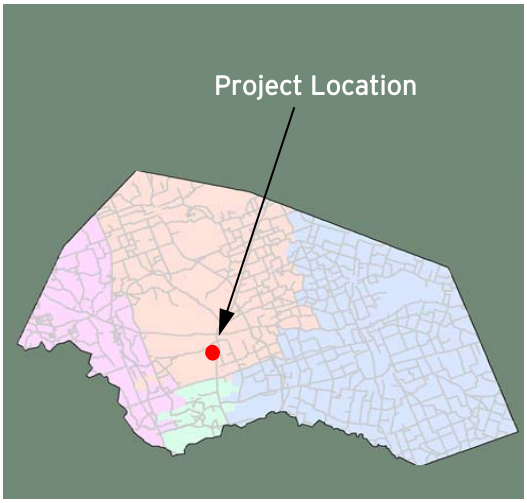
3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 3/5/2019 | $ 20,171.94 | $ 247,684.96 |

3F: County Convenience. Additional work desired by the County. 2C. Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

Adjusted Price = $5,600,380.96






**Southwest Bypass Segment 2**
(Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - November 2019
Estimated Construction Cost: $8.1 Million



## MAY 2019 IN REVIEW



**05/03/2019:** James Construction continued excavating the top west end of the quarry and the spoils were hauled to Abutments 1 and 7. The cast-in-place (CIP) coping was poured and the precast coping set at Wall 5. Flowable fill was placed at both Abutments.

**05/10/2019:** The last section of anchor slab (10') was formed and poured. The RCP for Culvert 6 was installed. The crash wall at Bents 3 and 4 were poured.

**05/17/2019:** All beams have been set on the bridge. Overhang bracings are being adjusted for the overhang forms. The RCP was placed for Culvert 7.

**05/24/2019:** Excavation continued at the ROW at Wall 6. Deck panels were unloaded and set.

**05/31/2019:** Excavation continued at the top ROW at Wall 6 and on the top east end of the quarry near the tie-in to Segment 1. Culvert 9 on the west end (RM 2243) was excavated and pipe placement began. Overhang bracing, formwork and the sealed expansion joints were placed at Abutment 7.

Design Engineer: HDR Engineering
Contractor: James Construction
Construction Observation:
Pat De Los Santos, HNTB

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)**
**Project No. 1803-219**

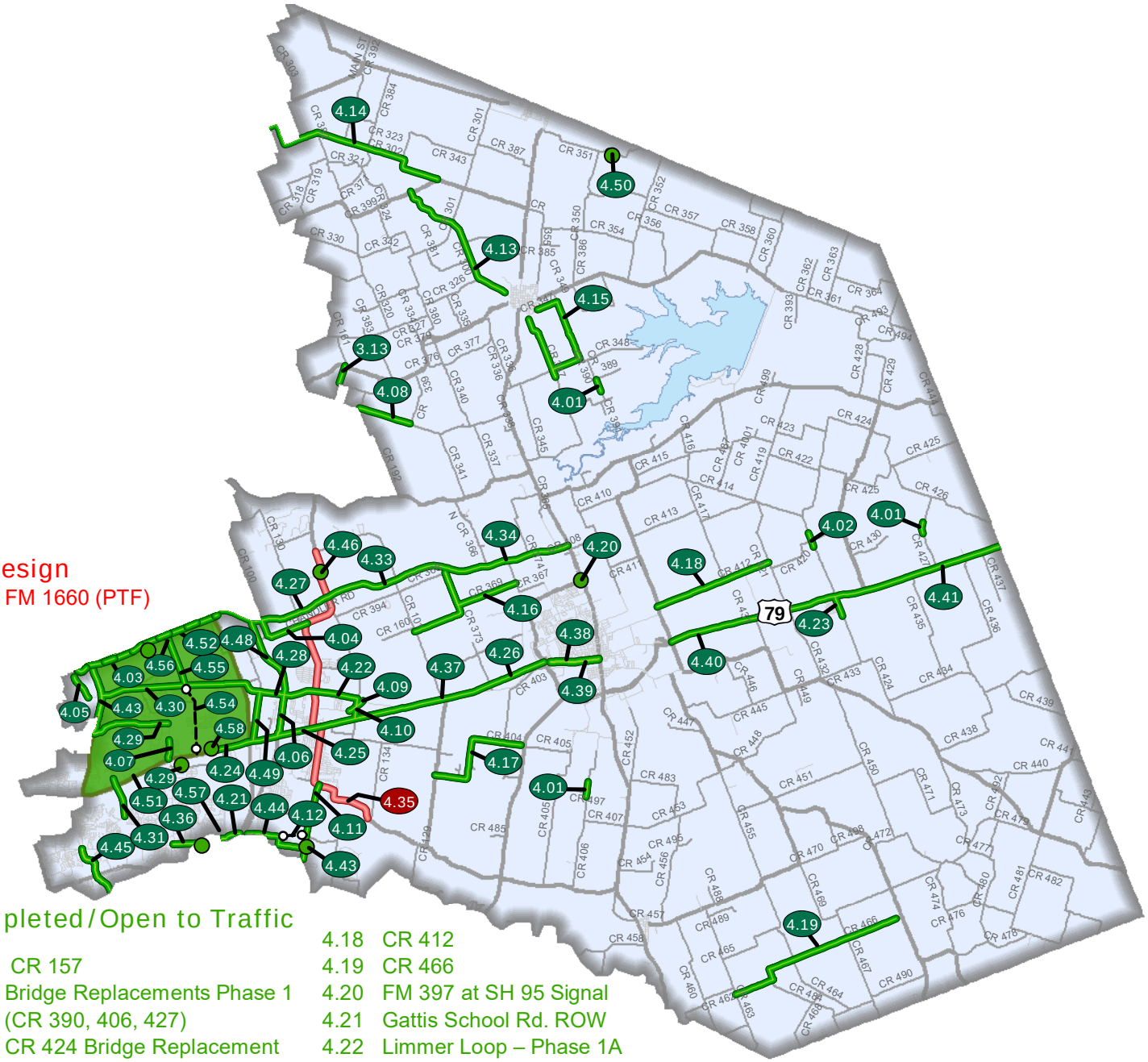
Original Contract Price = $8,087,943.77

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 5/9/2018 | 6/19/2018 | 9/14/2018 | 9/24/2018 | | | | 420 | 0 | 420 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/24/2018 | 10/25/2018 | 32 | $650,245.50 | $650,245.50 | $72,249.50 | $72,249.50 | 9 | 8 |
| 2 | 10/26/2018 | 11/25/2018 | 31 | $282,139.19 | $932,384.69 | $31,348.80 | $103,598.30 | 13 | 15 |
| 3 | 11/26/2018 | 12/25/2018 | 30 | $935,358.18 | $1,867,742.87 | $103,928.69 | $207,526.99 | 26 | 22 |
| 4 | 12/26/2018 | 1/25/2019 | 31 | $150,358.76 | $2,018,101.63 | $16,706.52 | $224,233.51 | 28 | 30 |
| 5 | 1/26/2019 | 2/25/2019 | 31 | $87,117.34 | $2,105,218.97 | $9,679.71 | $233,913.22 | 29 | 37 |
| 6 | 2/26/2019 | 3/25/2019 | 28 | $658,360.62 | $2,763,579.59 | $73,151.18 | $307,064.40 | 38 | 44 |
| 7 | 3/26/2019 | 4/25/2019 | 31 | $368,480.57 | $3,132,060.16 | $40,942.28 | $348,006.68 | 43 | 51 |

Adjusted Price = $8,087,943.77

# 2006 Road Bond Program Projects
# Precinct 4 - Commissioner Boles



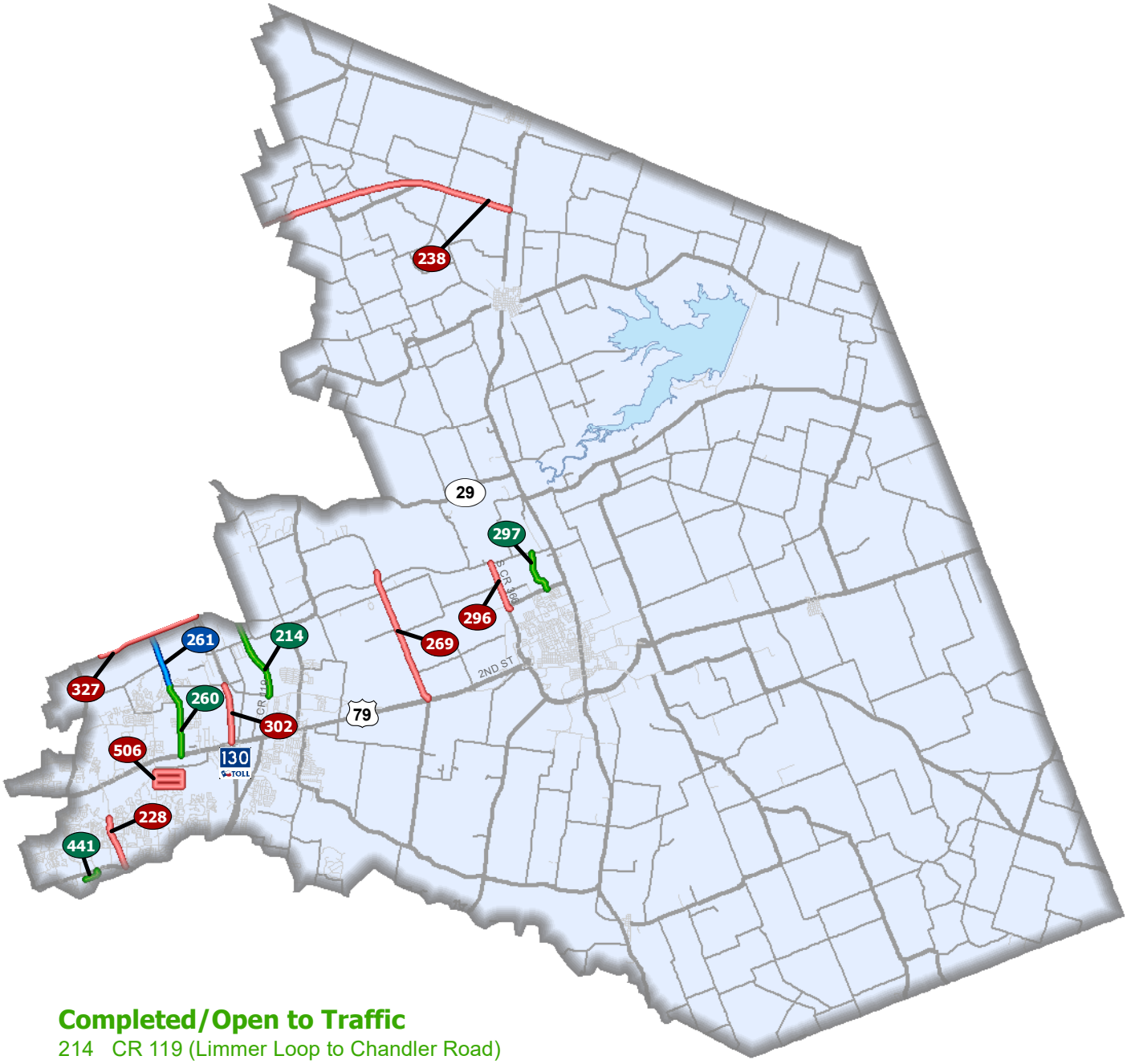

## In Design

4.35 FM 1660 (PTF)

## Completed / Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

# 2013 Road Bond Program Projects
# Precinct 4 - Commissioner Boles




## Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

## Under Construction/Bidding

261 CR 110 Middle (Limmer Loop to CR 107)

## In Design

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
506 Greenfield and Oak Bluff Estates Drainage Improvements

**CR 119 (Limmer Loop to Chandler Road)**
**Project No. 1708-186**

Original Contract Price = $6,640,302.71

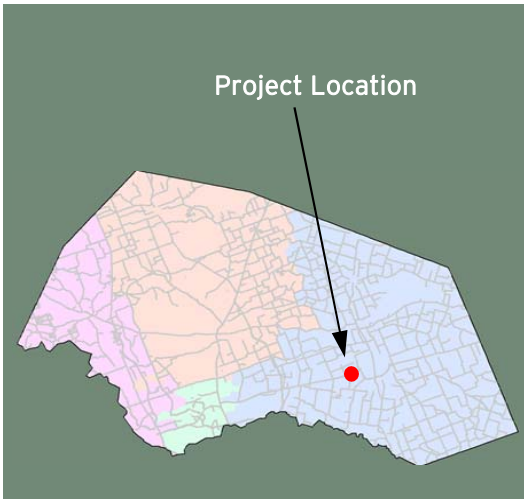
| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/25/2017 | 11/15/2017 | 12/8/2017 | 12/18/2017 | 3/27/2019 | | | 450 | | 450 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 12/1/2017 | 12/31/2017 | 31 | $65,613.60 | $65,613.60 | $7,290.40 | $7,290.40 | 1 | 7 |
| 2 | 1/1/2018 | 1/31/2018 | 31 | $473,860.64 | $539,474.24 | $52,651.18 | $59,941.58 | 9 | 14 |
| 3 | 2/1/2018 | 2/28/2018 | 28 | $323,428.91 | $862,903.15 | $35,936.55 | $95,878.13 | 14 | 20 |
| 4 | 3/1/2018 | 3/31/2018 | 31 | $229,232.44 | $1,092,135.59 | $25,470.27 | $121,348.40 | 18 | 27 |
| 5 | 4/1/2018 | 4/30/2018 | 30 | $630,740.24 | $1,722,875.83 | $70,082.25 | $191,430.65 | 29 | 34 |
| 6 | 5/1/2018 | 5/31/2018 | 31 | $298,792.28 | $2,021,668.11 | $33,199.14 | $224,629.79 | 34 | 40 |
| 7 | 6/1/2018 | 6/30/2018 | 30 | $448,853.39 | $2,470,521.50 | $49,872.60 | $274,502.39 | 41 | 47 |
| 8 | 7/1/2018 | 7/31/2018 | 31 | $494,029.30 | $2,964,550.80 | $54,892.14 | $329,394.53 | 50 | 54 |
| 9 | 8/1/2018 | 8/31/2018 | 31 | $464,999.77 | $3,429,550.57 | $51,666.64 | $381,061.17 | 57 | 61 |
| 10 | 9/1/2018 | 9/30/2018 | 30 | $91,950.30 | $3,521,500.87 | $10,216.70 | $391,277.87 | 59 | 68 |
| 11 | 10/1/2018 | 10/31/2018 | 31 | $150,146.37 | $3,671,647.24 | $16,682.93 | $407,960.80 | 61 | 74 |
| 12 | 11/1/2018 | 11/30/2018 | 30 | $637,015.84 | $4,308,663.08 | $70,779.54 | $478,740.34 | 72 | 81 |
| 13 | 12/1/2018 | 12/31/2018 | 31 | $183,696.70 | $4,492,359.78 | $20,410.75 | $499,151.09 | 75 | 88 |
| 14 | 1/1/2019 | 1/31/2019 | 31 | $431,097.90 | $4,923,457.68 | -$240,021.74 | $259,129.35 | 78 | 95 |
| 15 | 2/1/2019 | 2/28/2019 | 28 | $92,272.69 | $5,015,730.37 | $4,856.46 | $263,985.81 | 80 | 101 |
| 16 | 3/1/2019 | 3/27/2019 | 27 | $921,976.40 | $5,937,706.77 | $48,525.07 | $312,510.88 | 94 | 107 |
| 17 | 3/28/2019 | 4/30/2019 | 0 | $8,292.20 | $5,945,998.97 | $436.80 | $312,947.68 | 94 | 107 |
| 18 | 5/1/2019 | 5/31/2019 | 0 | $9,978.80 | $5,955,977.77 | $525.20 | $313,472.88 | 94 | 107 |

5/31/2019 Comments - Punchlist items are ongoing.

Adjusted Price = $6,640,302.71




**CR 110 Middle**
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020
Estimated Construction Cost: $8.9 Million



## MAY 2019 IN REVIEW




**05/03/2019:** James Construction survey crew located and staked the proposed ROW along the north side and south side of CR 110.

**05/10/2019:** Fence was removed on the west side of CR 110 from CR 112 to University. The west side was cleared and grubbed from south of CR 112 to CR 112 and from CR 112 to the north.

**05/17/2019:** The west side clearing and grubbing continued from CR 112 to the north end of project A concrete box culvert was placed at Culvert B. Subcontractor RSI installed silt fence on the west side and placed rock filter dams at Culverts C and F.

**05/24/2019:** Precast box culvert sections were placed at crossing just north of Limmer Loop. The east edge was sawcut. Asphalt was removed from Limmer Loop to CR 112 for the construction detour.

**05/31/2019:** The construction detour on the east side between Limmer Loop and CR 112 was graded. Subcontractor Texas Materials placed asphalt in the construction detours on the east side between Limmer Loop and CR 112. Subcontractor Flasher striped the construction detour from Limmer Loop to CR 112

Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
David Thomas, HNTB

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**CR 110 Middle (Limmer Loop to CR 107)**
**Project No. 1809-261**

Original Contract Price = $8,910,862.73

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 12/14/2018 | 2/5/2019 | 4/26/2019 | 5/6/2019 | | | 390 | | 450 |
| 5/31/2019 | Comments - | Time charges began 5/6/2019. | | | | | | |

Adjusted Price = $8,910,862.73

# Williamson County Commissioners Court

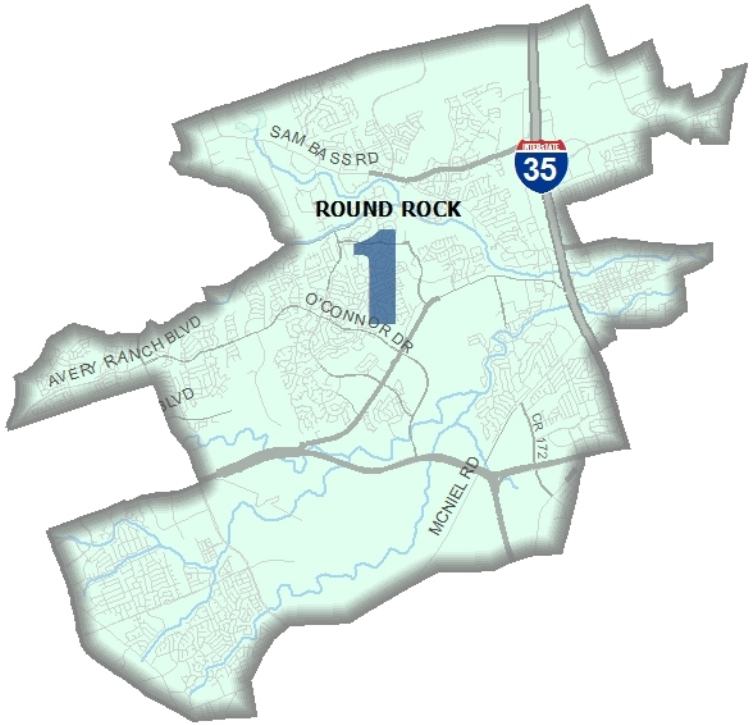
## Road Bond Program

June 18, 2019

PRIME STRATEGIES, INC.

HNTB

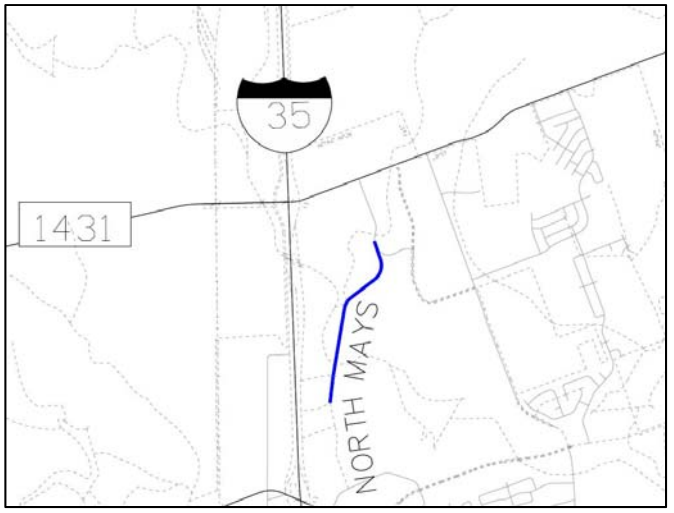
# Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

# North Mays Extension
# (Paloma Drive to Oakmont Drive)

Anticipated Completion

Spring 2020




Original Contract Price = $10,775,835.75

Total Change Orders to Date = $0.00

Adjusted Contract Price = $10,775,835.75

Expenditures to Date = $697,784.00 (7%)

# North Mays Extension
# (Paloma Drive to Oakmont Drive)



# North Mays Extension
# (Paloma Drive to Oakmont Drive)



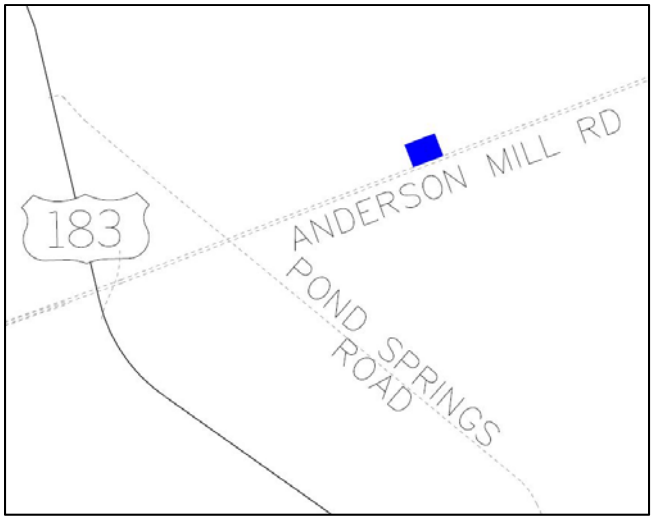
# North Mays Extension
# (Paloma Drive to Oakmont Drive)



# Forest North Drainage Improvements
# Anderson Mill

Anticipated Completion

Summer 2019




Original Contract Price = $295,000.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $295,000.00

Expenditures to Date = $0.00 (0%)

# Forest North Drainage Improvements
# Anderson Mill



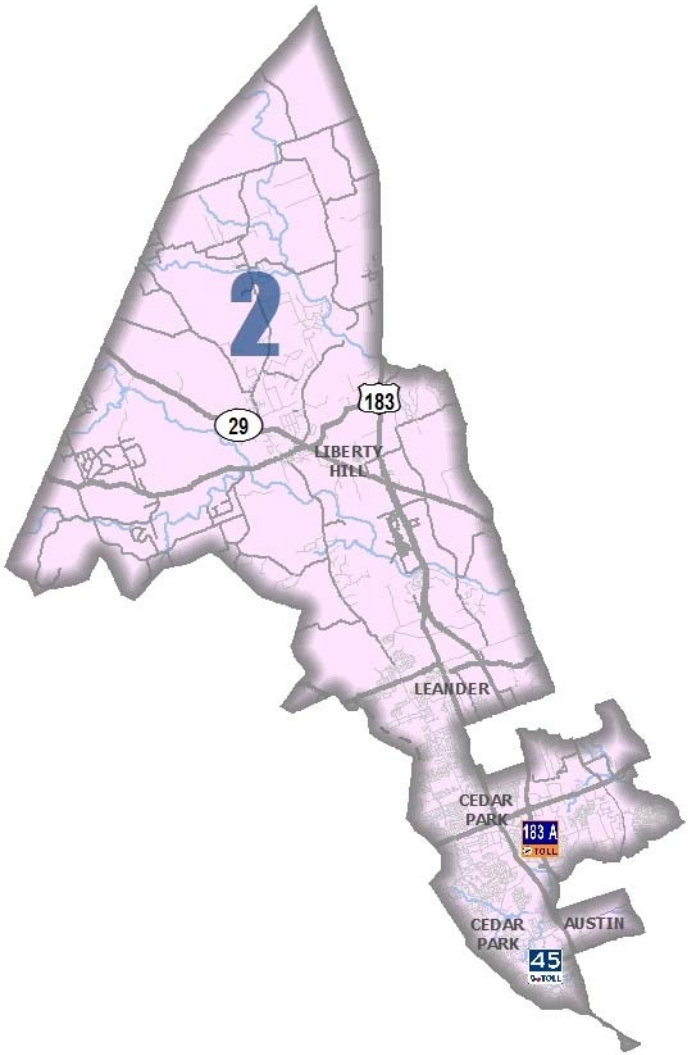
# Forest North Drainage Improvements
# Anderson Mill



# Forest North Drainage Improvements
# Anderson Mill



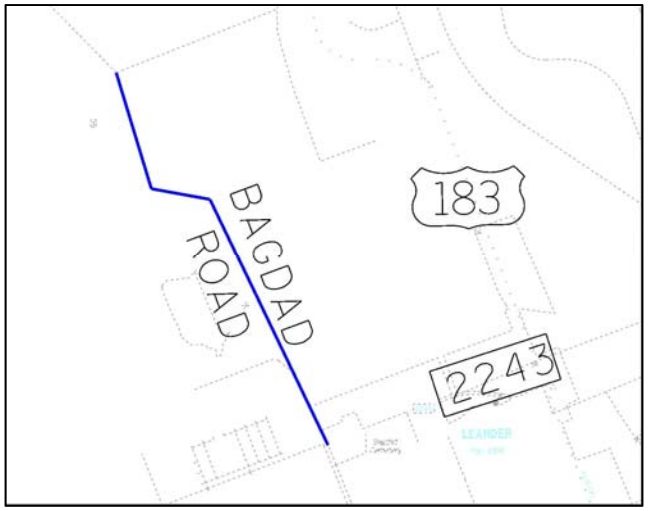
# Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

# Bagdad Road North
# (Collaborative Way to RM 2243)

Anticipated Completion

Spring 2019




Partnership with the City of Leander

Original Contract Amount = $8,091,140.30

WilCo Contribution = 50% of total project cost, not to exceed $4,903,000.00

Construction is managed by the City of Leander

# Bagdad Road North (Collaborative Way to RM 2243)



# Bagdad Road North (Collaborative Way to RM 2243)



# Bagdad Road North (Collaborative Way to RM 2243)

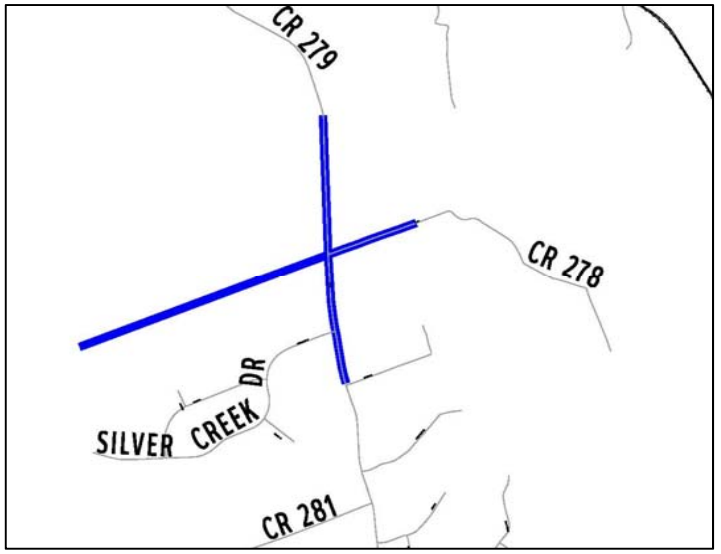


# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)



Anticipated Completion

Early 2020




Original Contract Price = $2,959,000.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $2,959,000.00

Expenditures to Date = $934,839.75 (32%)

# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)



# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)



# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

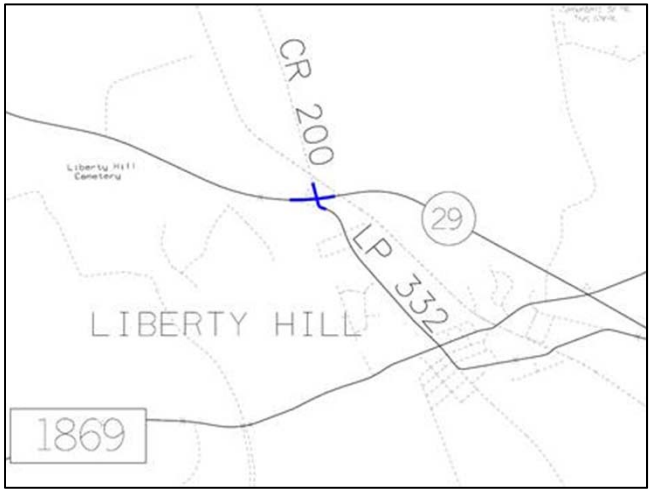




# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)

Anticipated Completion

Summer 2019




Partnership with TxDOT = $500,000.00

Original Contract Price = $1,705,061.70

Total Change Orders to Date = $32,028.08

Adjusted Contract Price = $1,737,089.78

Expenditures to Date = $1,234,575.60 (83%)

# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)



# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)



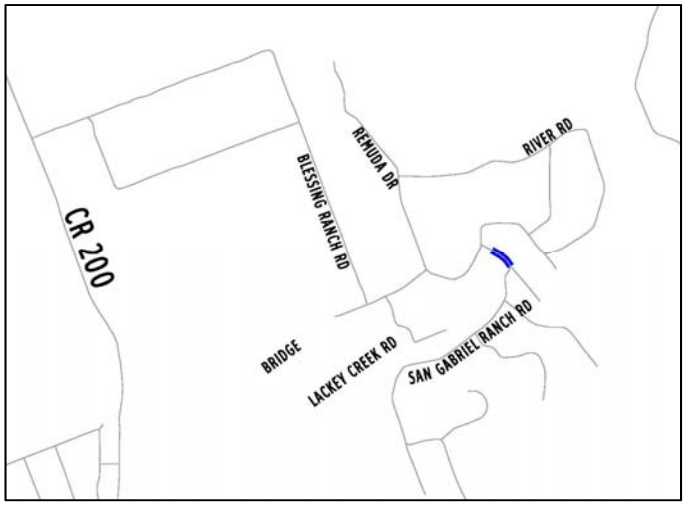
# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)



# San Gabriel Ranch Road Bridge at Lackey Creek

Anticipated Completion

Fall 2019




Original Contract Price = $1,425,301.90

Total Change Orders to Date = $16,166.09

Adjusted Contract Price = $1,441,467.99

Expenditures to Date = $397,120.23 (28%)

# San Gabriel Ranch Road Bridge at Lackey Creek



# San Gabriel Ranch Road Bridge at Lackey Creek



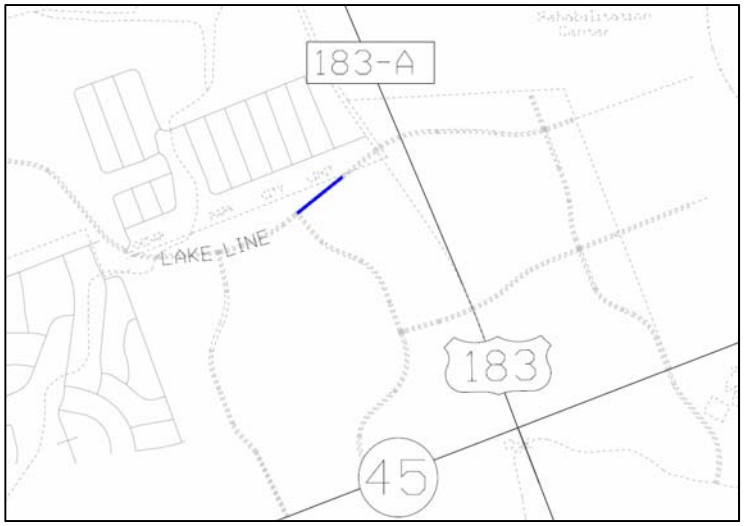
# San Gabriel Ranch Road Bridge at Lackey Creek



# Lakeline Boulevard Right Turn Lanes

Anticipated Completion

Fall 2019




Original Contract Price = $567,792.55

Total Change Orders to Date = $17,000.00

Adjusted Contract Price = $584,792.55

Expenditures to Date = $241,599.12 (43%)

# Lakeline Boulevard Right Turn Lanes



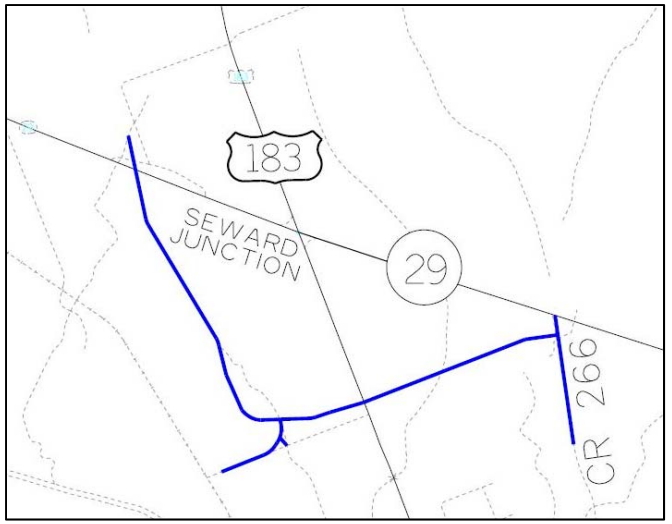
# Lakeline Boulevard Right Turn Lanes



# Seward Junction Improvements

Anticipated Completion

Fall 2020




Original Contract Price = $13,270,258.10

Total Change Orders to Date = $0.00

Adjusted Contract Price = $13,270,258.10

Expenditures to Date = $0.00 (0%)

# Seward Junction Improvements



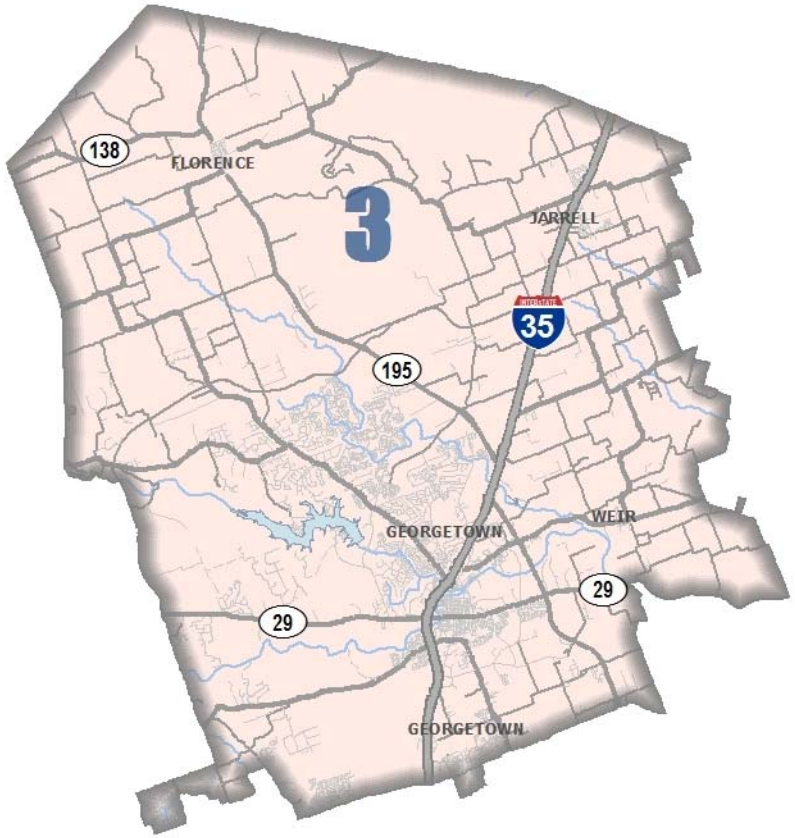
# Seward Junction Improvements



# Seward Junction Improvements



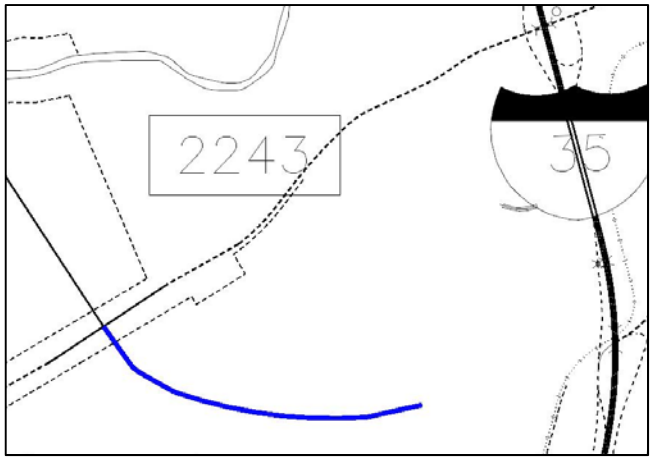
# Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Anticipated Completion

Late 2019




Original Contract Amount = $8,087,943.77

Total Change Orders = $0.00

Adjusted Contract Price = $8,087,943.77

Expenditures to Date = $3,480,066.84 (43%)

# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



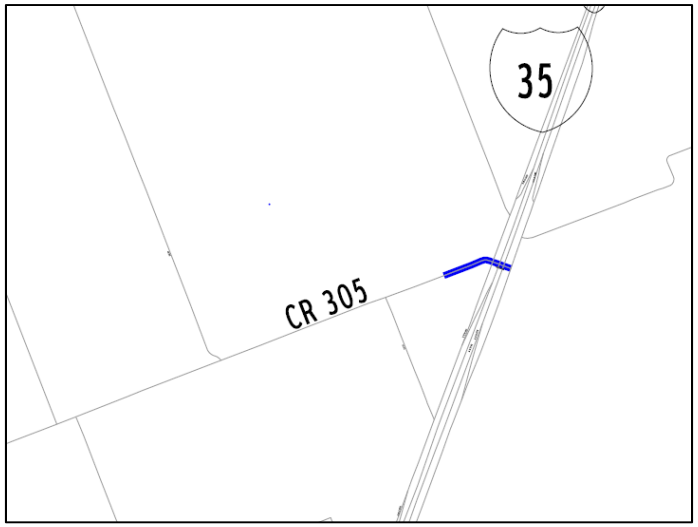
# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



# CR 305 at IH 35
# (Bridge Replacement)

Anticipated Completion

Late 2019




Partnership with TxDOT

Original Contract Amount = $6,748,948.60

Construction is managed by TxDOT

# CR 305 at IH 35
# (Bridge Replacement)



# CR 305 at IH 35
# (Bridge Replacement)



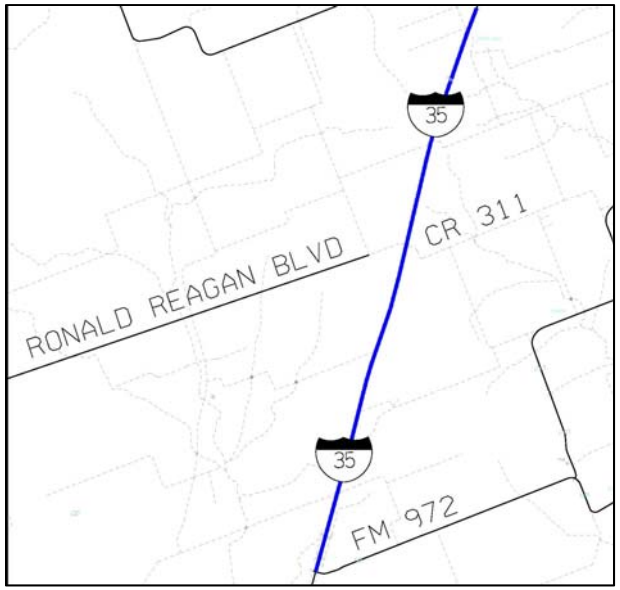
# CR 305 at IH 35
# (Bridge Replacement)



# IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Fall 2020




Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

# IH 35 Ramp Reversals and Frontage Road Conversion



# IH 35 Ramp Reversals and Frontage Road Conversion



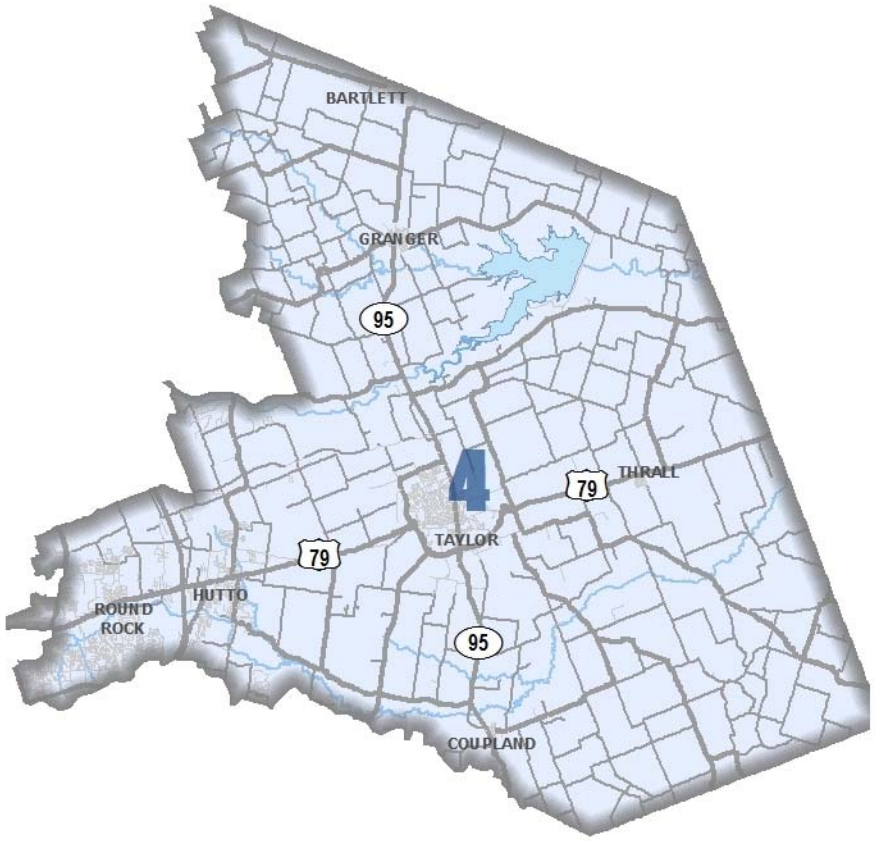


# IH 35 Ramp Reversals and Frontage Road Conversion





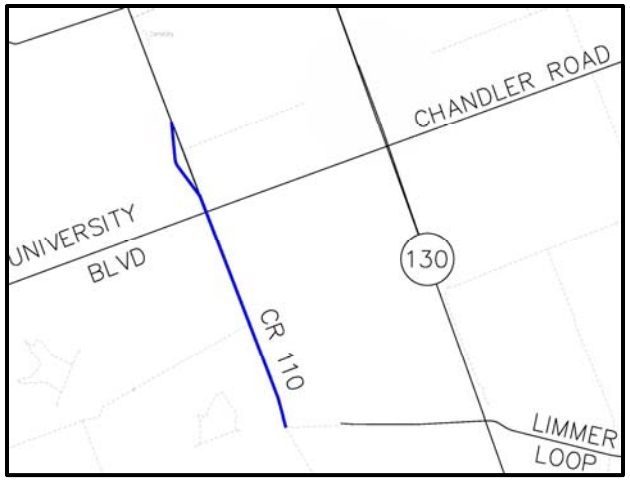
# Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

# CR 110 Middle
# (Limmer Loop to CR 107)

Anticipated Completion

Spring 2020




Original Contract Amount = $8,910,862.73

Total Change Orders = $0.00

Adjusted Contract Price = $8,910,862.73

Expenditures to Date = $719,064.06 (9%)

# CR 110 Middle
# (Limmer Loop to CR 107)



# CR 110 Middle
# (Limmer Loop to CR 107)



Commissioners Court - Regular Session 40.

Meeting Date: 06/18/2019

N. Mays Resolution

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 5.326 acres required for the construction of N. Mays, and take appropriate action. (Parcel 6- WC Round Rock Land Partners, LP, a Texas limited partnership). Funding Source: Road Bonds P211

Background

Fiscal Impact

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

Attachments

WCRR (6) Resolution

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Charlie Crossfield Started On: 06/13/2019 10:53 AM

Final Approval Date: 06/13/2019

**IN THE COMMISSIONERS' COURT**
**OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 5.326 acres (Parcel 6) described by metes and bounds in Exhibit "A" owned by **WC ROUND ROCK LAND PARTNERS, LP, a Texas limited partnership,** for the purpose of constructing, reconstructing, maintaining, and operating North Mays Blvd. roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2019.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

**County:** Williamson
**Parcel :** 6
**Highway:** N. Mays

## PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 5.326 ACRE (231,990 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "A" (30.426 ACRES), CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF SAID LOT 2 CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.326 ACRE (231,990 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found, 523.23 feet left of proposed North Mays Baseline Station 66+34.77 being an angle point in the common boundary line of said Lot 2, and Lot 3, Block "B", Oakmont Centre, Section Five, a subdivision of record in Cabinet F, Slides 139-142 of the Plat Records of Williamson County, Texas;

THENCE, with said common boundary line, N 68°49'22" E, for a distance of 490.08 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 140.22 feet left of proposed North Mays Baseline Station 72+70.26, (Grid Coordinates determined as N=10174867.67, E=3130019.34 (TxSPC Zone 4203), in the proposed westerly right-of-way (ROW) line of North Mays (ROW width varies) for most northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** continuing with said proposed westerly ROW line, and said common boundary line, **N 68°49'22" E,** at a distance of 92.00 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 53.20 feet left of proposed North Mays Baseline Station 73+04.61, departing said proposed westerly ROW line, and continuing for a total distance of **168.30** feet to a 1/2" iron rod found, being the most northwesterly corner of Lot 3A of the Replat of Lot 3, Oakmont Centre, Section One Revised, a subdivision of record in Cabinet BB, Slide 137-139 of the Plat Records of Williamson County, Texas, same being an angle point in the southerly boundary line of said Lot 3, for the most northeasterly corner of said Lot 2 and the herein described tract;

2) **THENCE,** departing said Lot 3, with the common boundary line of said Lot 2 and said Lot 3A, **S 21°26'59" E,** for a distance of **151.31** feet, to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 71+94.41, in the proposed easterly ROW line of said North Mays;

3) **THENCE**, continuing with said common boundary line, same being said proposed easterly ROW line, **S 21°26'59" E,** for a distance of **22.00** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 85.00 feet right of proposed North Mays Extension Baseline Station 71+76.70, being the northerly boundary corner of that called 13.110 acre tract of land conveyed to Round Rock Independent School District by instrument recorded in Document No. 2017016316 of the Official Public Records of Williamson County, Texas, for a point of non-tangent curvature to the right;

**THENCE,** departing said Lot 3A, with said proposed easterly ROW line, same being the northwesterly boundary line of said 13.110 acre tract, the following eight (8) courses:

4) along said curve to the right, having a delta angle of **04°49'37"**, a radius of **835.00** feet, an arc length of **70.35** feet, and a chord which bears **S 08°40'33" W,** for a distance of **70.33** feet to a Mag Nail with Washer stamped "CUNNINGHAM-ALLEN, INC." found set in a concrete drainage flume 85.00 feet right of proposed North Mays Baseline Station 71+13.51, for a point of non-tangency;

5) **S 37°07'23" W,** for a distance of **48.19** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 70+73.64, for a point of non-tangency of a curve to the right;

6) along said curve to the right, having a delta angle of **32°28'03"**, a radius of **815.00** feet, an arc length of **461.83** feet, and a chord which bears **S 30°22'09" W,** for a distance of **455.68** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 66+48.64, for a point of non-tangency;

7) **S 27°27'52" W,** for a distance of **29.10** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 66+23.64, for a point of non-tangency of a curve to the right;

8) along said curve to the right, having a delta angle of **08°21'50"**, a radius of **825.00** feet, an arc length of **120.43** feet, and a chord which bears **S 52°41'41" W,** for a distance of **120.32** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 65+14.16, for a point of tangency;

9) **S 56°07'41" W,** for a distance of **25.48** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 64+86.72, for an angle point;

10) **S 70°10'44" W,** for a distance of **36.65** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 64+48.94, for a point of non-tangent curvature to the left;

11) along said curve to the left, having a delta angle of **10°46'14"**, a radius of **985.00** feet, an arc length of **185.16** feet, and a chord which bears **S 47°56'04" W,** for a distance of **184.89** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found, being the most westerly corner of said 13.110 acre tract, also being an angle point in the easterly boundary line of the remainder of said 30.426 acres (remainder portion Lot 2 conveyed to said WC Round Rock Land Partners, LP), for a point on curve;

**THENCE,** departing said 13.110 acre tract, through the interior of said remainder of 30.426 acres, continuing with said proposed easterly ROW line, the following two (2) courses:

12) continuing along said curve to the left, having a delta angle of **27°01'00"**, a radius of **985.00** feet, an arc length of **464.46** feet, and a chord which bears **S 29°02'16" W,** for a distance of **460.17** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 57+56.45, for a point of tangency;

13) **S 15°31'49" W,** for a distance of **154.48** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 56+01.97, being in the common boundary line of said Lot 2 and Lot 1 of said Cypress Addition subdivision, also being an angle point in said proposed easterly ROW line, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod found, being an ell corner in said common boundary line bears S 66°37'12" E, at a distance of 40.38 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, for an angle point in said proposed easterly ROW line, departing said proposed easterly ROW line and continuing for a total distance of 101.70 feet;

**THENCE**, departing said proposed easterly ROW line, with said common boundary line, the following three (3) courses:

14) **N 66°37'12" W,** for a distance **153.52** feet to a 1/2" iron rod found, for an ell corner and the southwesterly corner of the herein described tract;

15) **N 23°10'54" E,** for a distance of **55.00** feet to a 1/2" iron rod found, for angle point;

16) **N 34°32'42" W,** for a distance of **19.87** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, in the proposed westerly ROW line of said North Mays, for an angle point, and from which a calculated angle point in said common boundary line bears N 34°32'42" W, at a distance of 113.19 feet;

**THENCE**, departing said Lot 1, with said proposed westerly ROW line, through the interior of said Lot 2, the following two (2) courses:

17) **N 15°31'49" E,** for a distance of **67.56** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 57+57.65, for an angle point;

18) **N 28°44'26" E,** for a distance of **23.27** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said common boundary line, for an ell corner, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;

**THENCE**, departing said proposed ROW line, with said common boundary line, the following two (2) courses:

19) **S 66°36'44" E,** for a distance of **18.97** feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN", for an ell corner;

20) **N 23°25'30" E,** for a distance of **203.88** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in said proposed westerly ROW line, for an angle point, and from which a 1/2" iron rod found, being an angle point in said common boundary line bears N 23°25'30" E, at a distance of 385.33 feet;

**THENCE**, departing said Lot 1, with said proposed westerly ROW line, through the interior of said Lot 2, the following five (5) courses:

21) **N 28°44'26" E,** for a distance of **32.35** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 59+98.54, for a point of curvature to the right;

22) along said curve to the right, having a delta angle of **28°08'10"**, a radius of **1115.00** feet, an arc length of **547.54** feet, and a chord which bears **N 42°48'31" E,** for a distance of **542.06** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 65+14.16, for a point of reverse curvature;

23) along said curve to the left, having a delta angle of **53°20'13"**, a radius of **685.00** feet, an arc length of **637.67** feet, and a chord which bears **N 30°12'30" E,** for a distance of **614.89** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 72+12.34, for a point of non-tangency;

24) **S 68°51'00" W,** for a distance of **50.35** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 110.40 feet left of proposed North Mays Baseline Station 71+87.68, for an ell corner;

25) **N 21°09'00" W,** for a distance of **74.92** feet to the **POINT OF BEGINNING**, containing 5.326 acres (231,990 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo — 05/03/2017
Lawrence M. Russo — Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

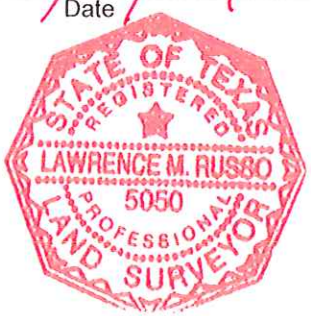


EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 04°49'37" | 835.00' | 70.35' | 70.33' | S08°40'33"W |
| (C1) | (04°48'40") | (835.00') | (70.11') | (70.09') | (S08°40'55"W) |
| C2 | 32°28'03" | 815.00' | 461.83' | 455.68' | S30°22'09"W |
| (C2) | (32°28'03") | (815.00') | (461.83') | (455.68') | (S30°22'01"W) |
| C3 | 08°21'50" | 825.00' | 120.43' | 120.32' | S52°41'41"W |
| (C3) | (08°21'50") | (825.00') | (120.43') | (120.32') | (S52°41'33"W) |
| C7 | 28°08'10" | 1115.00' | 547.54' | 542.06' | N42°48'31"E |
| C8 | 53°20'13" | 685.00' | 637.67' | 614.89' | N30°12'30"E |

| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S21°26'59"E | 22.00' |
| L2 | S37°07'23"W | 48.19' |
| (L2) | (S37°07'15"W ) | (48.19') |
| L3 | S27°27'52"W | 29.10' |
| (L3) | (S27°27'44"W) | (29.10' |
| L4 | S56°07'41"W | 25.48' |
| (L4) | (S56°07'33"W) | (25.48') |
| L14 | S68°51'00"W | 50.35' |
| L15 | N21°09'00"W | 74.92' |
| L16 | N68°49'22"E | 92.00' |
| L17 | N68°49'22"E | 76.30' |

OAKMONT CENTRE
SECTION FIVE
CAB. F, SLD. 139-142
P.R.W.C.T.

EPHRAIM EVANS SURVEY
ABSTRACT NO. 212

LOT 3

P.O.B.
STA. 72+70.26
140.22' LT
GRID COORDINATES:
N=10174867.67
E=3130019.34

P.O.R.
STA. 66+34.77
523.23' LT

10' WIDE EASEMENT TO
S.W.B.T. CO. & T.P. & L.
VOL 973, PG. 18
CORRECTED
VOL. 1595, PG. 226

BLOCK "B"

STA. 73+04.61
53.20' LT

PT 74+17.77

POT 10+00.00

PC 10+68.59

OAKMONT DR.
(60' R.O.W. WIDTH)

196.69'

196.53'

196.57'

(S28°42'44"W)

N27°42'08"E

(N27°43'26"E

74+00

73+00

72+00

71+00

70+00

69+00

68+00

67+00

66+00

L16

L17

168.30'
(658.35')

N68°49'22"E 490.08'

OSTENSIBLE SURVEY LINE
(N71°03'20"E

50'
P.U.E. & D.E.
(PER PLAT)

15' P.U.E.
(PER PLAT)

L15

L14

STA. 71+87.68
110.40' LT

STA. 72+12.34
65.00' LT

S21°26'59"E
151.31'

REPLAT OF LOT 3,
OAKMONT CENTRE
SECTION ONE REVISED
CAB. BB, SLD. 137-139
P.R.W.C.T.

LOT 2
(30.426 AC.)

"CUNNINGHAM ALLEN INC"

STA. 71+94.41
75.00' RT

STA. 71+76.70
85.00' RT

STA. 71+13.51
85.00' RT

C1

L2

50'
P.U.E. & D.E.
(PER PLAT)

STA. 70+73.64
65.00' RT

LOT 3A

C8

N. MAYS BASELINE

PROPOSED N. MAYS
(R.O.W. WIDTH VARIES)

PROPOSED R.O.W.

DAVID CURRY SURVEY
ABSTRACT NO. 130

6
5.326 AC.
231,990 SQ. FT.

LOT 2
(30.426 AC.)

10' WIDE EASEMENT TO
S.W.B.T. CO. & T.P. & L.
VOL 973, PG. 18
CORRECTED
VOL. 1595, PG. 226

STA. 65+14.16
65.00' LT

C7

C2

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
(13.110 AC.)
DOC. No. 2017016316
O.P.R.W.C.T.

BLOCK "A"

CYPRESS ADDITION
CAB. N, SLD. 266-268
P.R.W.C.T.

SEE SHEET 5
STA. 65+00

PRC 65+14.16

"CUNNINGHAM ALLEN INC"

"CUNNINGHAM ALLEN INC"

"CUNNINGHAM ALLEN INC"

L3

C3

12.9'

L4

STA. 66+48.64
65.00' RT

STA. 66+23.64
75.00' RT

STA. 65+14.16
75.00' RT

CONCRETE SLAB

N

0 50 100

1" = 100'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## WC ROUND ROCK LAND PARTNERS, LP

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | N. MAYS EXTENSION | WILLIAMSON |

## PARCEL 6

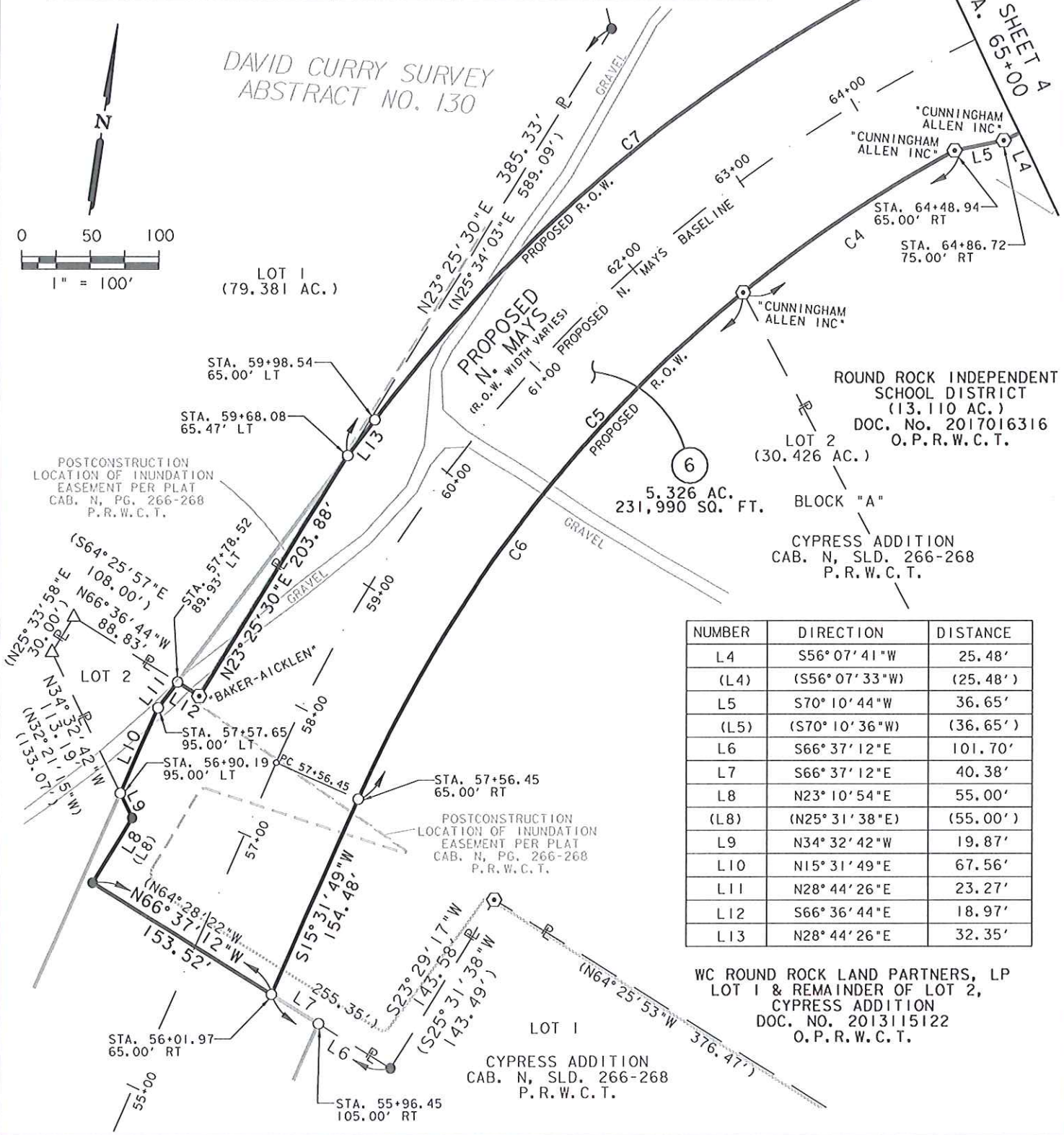
A\NMAYS EXT\PARCELS\PARCEL 6-WC ROUND ROCK LAND PARTNERS-LOT 2\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 2-PG2-REV.dgn

EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C4 | 10°46'14" | 985.00' | 185.16' | 184.89' | S47°56'04"W |
| (C4) | (10°46'32") | (985.00') | (185.25') | (184.98') | (S47°55'40"W) |
| C5 | 37°47'14" | 985.00' | 649.62' | 637.91' | S34°25'26"W |
| C6 | 27°01'00" | 985.00' | 464.46' | 460.17' | S29°02'16"W |
| C7 | 28°08'10" | 1115.00' | 547.54' | 542.06' | N42°48'31"E |




| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L4 | S56°07'41"W | 25.48' |
| (L4) | (S56°07'33"W) | (25.48') |
| L5 | S70°10'44"W | 36.65' |
| (L5) | (S70°10'36"W) | (36.65') |
| L6 | S66°37'12"E | 101.70' |
| L7 | S66°37'12"E | 40.38' |
| L8 | N23°10'54"E | 55.00' |
| (L8) | (N25°31'38"E) | (55.00') |
| L9 | N34°32'42"W | 19.87' |
| L10 | N15°31'49"E | 67.56' |
| L11 | N28°44'26"E | 23.27' |
| L12 | S66°36'44"E | 18.97' |
| L13 | N28°44'26"E | 32.35' |

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## WC ROUND ROCK LAND PARTNERS, LP

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | N. MAYS EXTENSION | WILLIAMSON |

## PARCEL 6

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



## LEGEND

| | |
|---|---|
| ■ | TXDOT TYPE I CONCRETE MONUMENT FOUND |
| ✵ | FENCE CORNER POST FOUND |
| ● | ½" IRON ROD FOUND UNLESS NOTED |
| ⊙ | ½" IRON ROD FOUND W/PLASTIC CAP |
| ✪ | COTTON GIN SPINDLE FOUND |
| ◉ | ½" IRON PIPE FOUND UNLESS NOTED |
| × | X CUT FOUND |
| ▲ | MAG NAIL W/ WASHER FOUND |
| △ | CALCULATED POINT |
| ○ | ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE) |

| | |
|---|---|
| ℄ | CENTER LINE |
| ℙ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| | LINE BREAK |
| | DENOTES COMMON OWNERSHIP |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS A SHOWN.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 05/03/2017

LAWRENCE M. RUSSO DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION | 5.326 | 231,990 |
| CALC/DEED AREA | 17.316 | 754,285 |
| REMAINDER AREA | 11.99 | 522,295 |

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## WC ROUND ROCK LAND PARTNERS, LP

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | N. MAYS EXTENSION | WILLIAMSON |

## PARCEL 6

Commissioners Court - Regular Session 41.

Meeting Date: 06/18/2019

N. Mays Resolution for Condemnation

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 5.235 acres and 0.044 acre required for the construction of N. Mays, and take appropriate action. (Parcel 5 Parts 1 & 2- WC Round Rock Land Partners, LP, a Texas limited partnership). Funding Source: Road Bonds P211

Background

Fiscal Impact

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

Attachments

WCRR (5) Resolution

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Charlie Crossfield Started On: 06/13/2019 10:56 AM

Final Approval Date: 06/13/2019

**IN THE COMMISSIONERS' COURT**
**OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to those two certain tracts of land being 5.235 acres and 0.044 acre (Parcel 5—Parts 1-2) described by metes and bounds in Exhibits "A-B" owned by **WC ROUND ROCK LAND PARTNERS, LP, a Texas limited partnership,** for the purpose of constructing, reconstructing, maintaining, and operating North Mays Blvd. roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2019.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

**County:** Williamson
**Parcel :** 5 Part 1
**Highway:** N. Mays

## PROPERTY DESCRIPTION FOR PARCEL 5 PART 1

DESCRIPTION OF A 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found, 165.75 feet right of proposed North Mays Baseline Station 55+88.08, being an ell corner in the common boundary line of said Lot 1 and Lot 2, Block "A", of said Cypress Addition;

THENCE, with said common boundary line, N 66°37'12" W for a distance of 61.32 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW - 5050" (Grid Coordinates determined as N=10173449.80, E=3129439.96 (TxSPC Zone 4203) set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, in the proposed easterly right-of-way (ROW) line of North Mays (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE,** departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

1) **S 15°31'49" W,** for a distance of **642.33** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 49+54.13, for an ell corner;

2) **S 60°31'49" W,** for a distance of **63.64** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 60.00 feet right of proposed North Mays Baseline Station 49+09.13, for an ell corner;

3) **S 15°31'49" W,** for a distance of **699.42** feet to a calculated point in the southerly boundary line of said Lot 1, 60.00 feet right of proposed North Mays Baseline Station 42+09.71, being in the approximate centerline of Chandler Branch, same being in the northerly boundary line of the remainder of that called 26.864 acre tract of land conveyed to Brian T. & Trina D. Dee by instrument recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a disturbed 1/2" iron rod found, being a witness corner per said Cypress Addition bears S 60°04'07" E at a distance of 75.25 feet;

**THENCE,** departing said proposed ROW line, with the approximate centerline of said Chandler Branch, same being with the common boundary line of said Lot 1 and said remainder of the 26.864 acre tract, the following two (2) courses:

4) **N 65°15'12" W,** for a distance of **37.96** feet to a calculated angle point;

5) **S 75°43'18" W,** for a distance of **100.87** feet to a calculated point, 65.00 feet left of proposed North Mays Baseline Station 41+65.64, in the proposed westerly ROW line of said North Mays, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "BAKER AICKLEN" found, being a witness corner per said Cypress Addition bears N 70°31'37" W at a distance of 134.86 feet;

**THENCE,** departing said remainder of the 26.864 acre tract, same being the approximate centerline of said Chandler Branch, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

6) **N 15°31'49" E,** for a distance of **758.09** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 49+23.73, for an angle point;

7) **N 29°28'11" W,** for a distance of **42.43** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 49+53.73, for an ell corner;

8) **N 15°31'49" E,** for a distance of **736.46** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, being in said common boundary line of Lot 1 and Lot 2, for the northwesterly corner of the herein described tract;

**THENCE**, departing said proposed ROW line, with said common boundary line, the following three (3) courses:

9) **S 34°32'42" E,** for a distance of **19.87** feet to a 1/2" iron rod found, for an angle point;

10) **S 23°10'54" W,** for a distance of **55.00** feet to a 1/2" iron rod found, for an ell corner;

11) **S 66°37'12" E,** at a distance of 153.52 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 56+01.97, in said proposed easterly ROW line, and continuing with said proposed ROW for a total distance of **193.90** feet to the **POINT OF BEGINNING**, containing 5.235 acres (228,015 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo 04/28/2017
Date

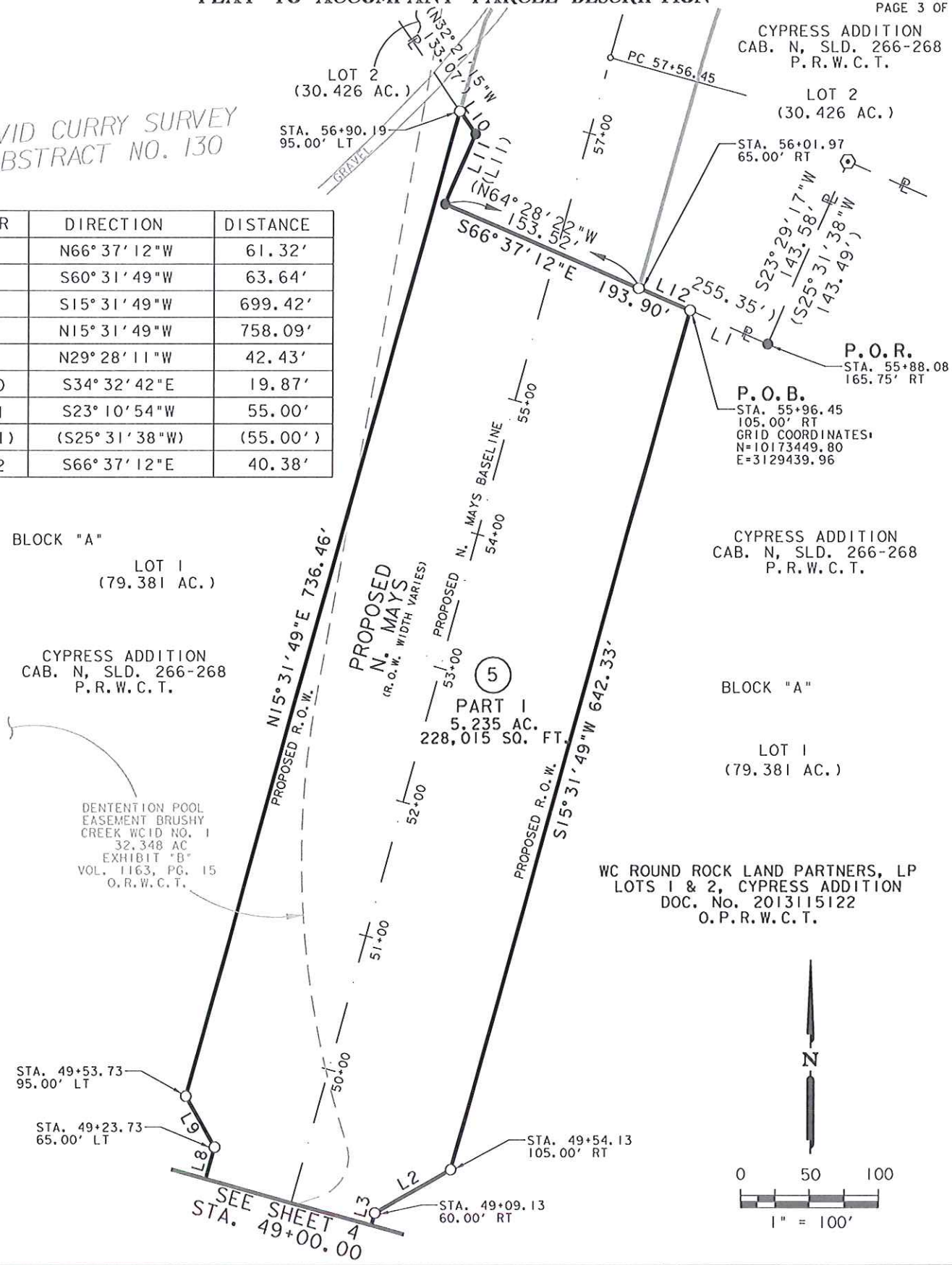
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 3 OF 5




| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N66° 37' 12"W | 61.32' |
| L2 | S60° 31' 49"W | 63.64' |
| L3 | S15° 31' 49"W | 699.42' |
| L8 | N15° 31' 49"W | 758.09' |
| L9 | N29° 28' 11"W | 42.43' |
| L10 | S34° 32' 42"E | 19.87' |
| L11 | S23° 10' 54"W | 55.00' |
| (L11) | (S25° 31' 38"W) | (55.00') |
| L12 | S66° 37' 12"E | 40.38' |


INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

**WC ROUND ROCK LAND PARTNERS, LP**

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | N. MAYS EXTENSION | WILLIAMSON |

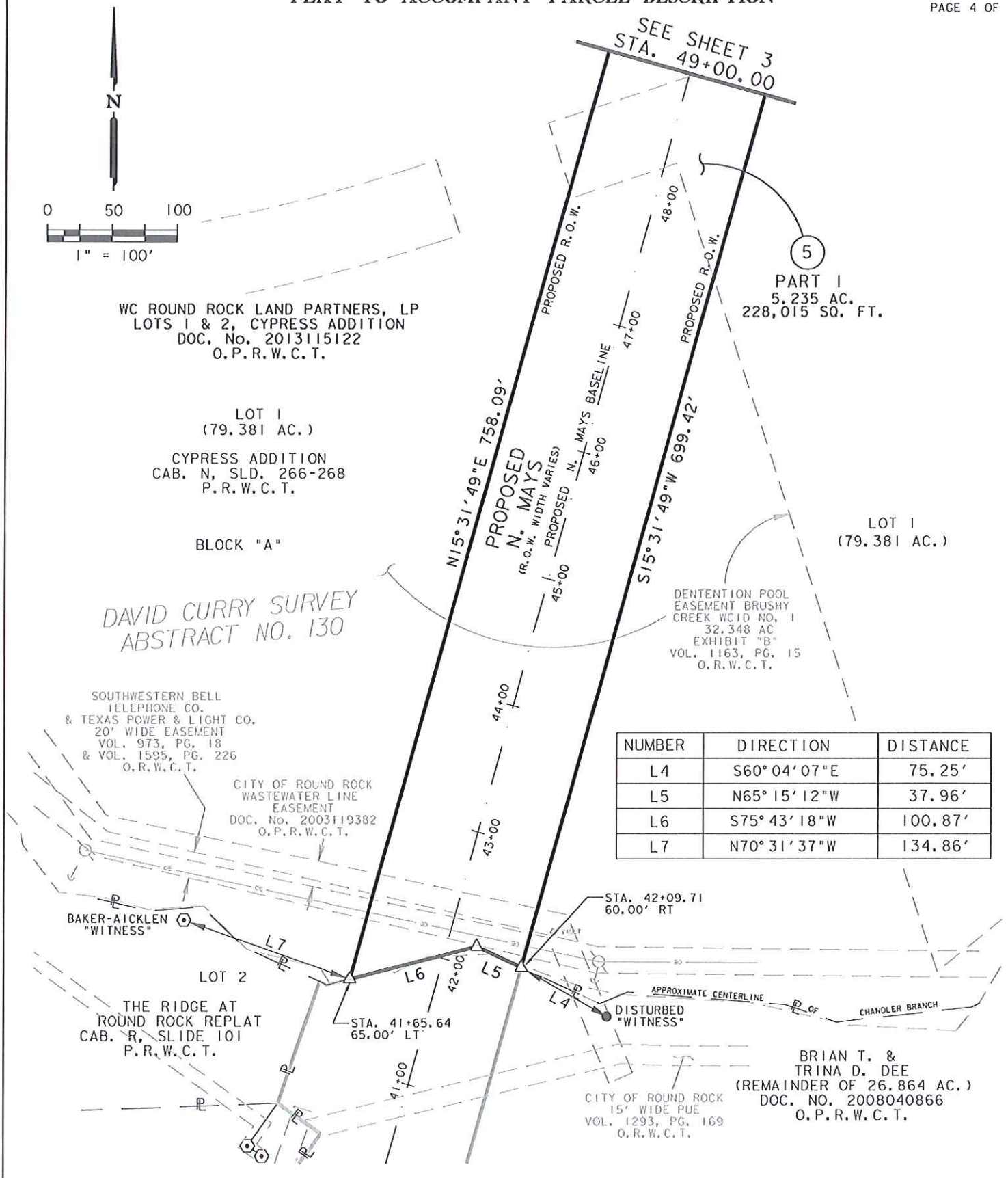
**PARCEL 5 PART 1**

S:*LJA\NMAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 1-PT1-PG2-REV.dgn

EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 4 OF 5




| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L4 | S60°04'07"E | 75.25' |
| L5 | N65°15'12"W | 37.96' |
| L6 | S75°43'18"W | 100.87' |
| L7 | N70°31'37"W | 134.86' |


INLAND GEODETICS LTD
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FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## WC ROUND ROCK LAND PARTNERS, LP

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | N. MAYS EXTENSION | WILLIAMSON |

## PARCEL 5 PART 1

S:*LJA\NMAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 1-PT1-PG1-REV.dgn

EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



## LEGEND

| | |
|---|---|
| ■ | TXDOT TYPE I CONCRETE MONUMENT FOUND |
| ✱ | FENCE CORNER POST FOUND |
| ● | ½" IRON ROD FOUND UNLESS NOTED |
| ⊙ | ½" IRON ROD FOUND W/PLASTIC CAP |
| ✪ | COTTON GIN SPINDLE FOUND |
| ◉ | ½" IRON PIPE FOUND UNLESS NOTED |
| × | X CUT FOUND |
| ▲ | 60/D NAIL FOUND |
| △ | CALCULATED POINT |
| ○ | ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE) |

| | |
|---|---|
| ℄ | CENTER LINE |
| ℞ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| —∿— | LINE BREAK |
| ⟍⟋ | DENOTES COMMON OWNERSHIP |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 05/03/2017

LAWRENCE M. RUSSO DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION PART 1 | 5.235 | 228,015 |
| ACQUISITION PART 2 | 0.044 | 1,934 |
| TOTAL ACQUISITION | 5.279 | 229,949 |
| DEED AREA | 79.381 | 3,457,836 |
| REMAINDER AREA | 74.102 | 3,227,887 |

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
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PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## WC ROUND ROCK LAND PARTNERS, LP

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | N. MAYS EXTENSION | WILLIAMSON |

## PARCEL 5 PART 1

S:*LJA\NMAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 1-PT1-PG1-REV.dgn

EXHIBIT B

**County:** Williamson
**Parcel :** 5 Part 2
**Highway:** N. Mays

## PROPERTY DESCRIPTION FOR PARCEL 5 PART 2

DESCRIPTION OF A 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDES 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found 153.13 feet left of proposed North Mays Baseline Station 63+09.67, for an angle point in the common boundary line of said Lot 1 and Lot 2, Block "A", said Cypress Addition;

THENCE, with the common boundary line of said Lot 1 and Lot 2, S 23°25'30" W, for a distance of 385.33 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" (Grid Coordinates determined as N=10173858.65, E=3129400.11) (TxSPC Zone 4203) set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in the proposed westerly right-of-way (ROW line of North Mays (ROW width varies), for the **POINT OF BEGINNING** of the herein described tract;

**THENCE,** departing said proposed ROW line, continuing with said common boundary line the following two (2) courses:

1) **S 23°25'30" W,** for a distance of **203.88** feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN" found, being an ell corner, for the southeasterly corner of the herein described tract;

2) **N 66°36'44" W,** for a distance of **18.97** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said proposed ROW line, for the southwesterly corner of the herein described tract, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;

3) **THENCE,** departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, **N 28°44'26" E,** for a distance of **204.77** feet to the **POINT OF BEGINNING,** containing 0.044 acres (1,934 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo 04/28/2017

Lawrence M. Russo — Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

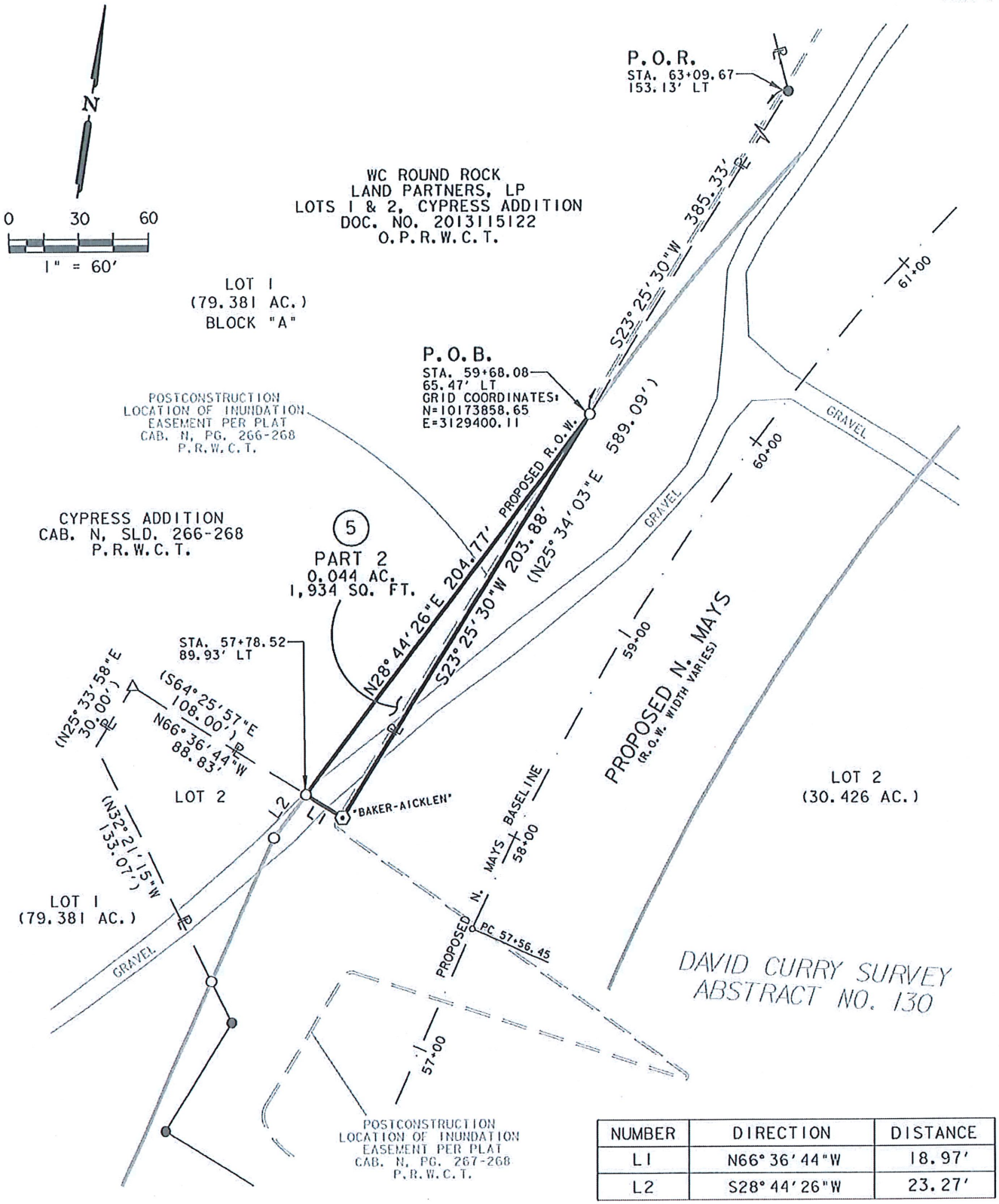
STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

S:_LJA\NMAYS EXT\PARCELS\LOT 1-WC ROUND ROCK LAND PARTNERS-PARCEL 5-PART 2-ROW-FINAL.doc

EXHIBIT "B"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION






| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N66° 36' 44"W | 18.97' |
| L2 | S28° 44' 26"W | 23.27' |

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## WC ROUND ROCK LAND PARTNERS, LP

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 60' | N. MAYS EXTENSION | WILLIAMSON |

## PARCEL 5 PART 2

EXHIBIT "B"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



## LEGEND

| | |
|---|---|
| ■ TXDOT TYPE I CONCRETE MONUMENT FOUND | ℄ CENTER LINE |
| ✲ FENCE CORNER POST FOUND | ℞ PROPERTY LINE |
| ● ½" IRON ROD FOUND UNLESS NOTED | ( ) RECORD INFORMATION |
| ⊙ ½" IRON ROD FOUND W/PLASTIC CAP | ⌐¬ LINE BREAK |
| ✪ COTTON GIN SPINDLE FOUND | ⌇ DENOTES COMMON OWNERSHIP |
| ◉ ½" IRON PIPE FOUND UNLESS NOTED | P.O.B. POINT OF BEGINNING |
| X X CUT FOUND | P.O.R. POINT OF REFERENCE |
| ▲ 60/D NAIL FOUND | N.T.S. NOT TO SCALE |
| △ CALCULATED POINT | D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE) | O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| | O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| | P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS |

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THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 04/28/2017

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION PART 1 | 5.235 | 228,015 |
| ACQUISITION PART 2 | 0.044 | 1,934 |
| TOTAL ACQUISITION | 5.279 | 229,949 |
| DEED AREA | 79.381 | 3,457,836 |
| REMAINDER AREA | 74.102 | 3,227,887 |

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PARCEL PLAT SHOWING PROPERTY OF

## WC ROUND ROCK LAND PARTNERS, LP

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 60' | N. MAYS EXTENSION | WILLIAMSON |

## PARCEL 5 PART 2

:LJA\N\MAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\REV\WC ROUND ROCK LAND PARTNERS-LOT 1-PT2-REV.dgn

Commissioners Court - Regular Session 42.

Meeting Date: 06/18/2019

Order Regarding Annexation

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 Order Regarding Annexation by City of Round Rock, Texas of Portions of CR 110 and CR 107.

Background

---

Fiscal Impact

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

Attachments

Annexation Order CR 110 & CR 107

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Charlie Crossfield Started On: 06/13/2019 11:02 AM

Final Approval Date: 06/13/2019

**ORDER REGARDING ANNEXATION BY CITY OF ROUND ROCK, TEXAS OF PORTIONS OF CR 110 AND CR 107**

WHEREAS, the City of Round Rock, Texas ("City") is in the process of annexing certain properties abutting portions of CR 110 and CR 107; and

WHEREAS, the City desires to also annex portions of CR 110 and CR 107 as described in Exhibits "A", "B" and "C" attached hereto; and

WHEREAS, Section 43.1055 now allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas does hereby order the following:

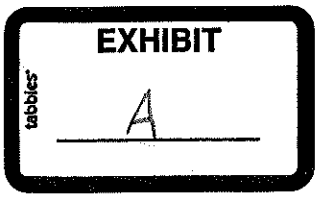
The County hereby requests that the City of Round Rock annex those portions of CR 110 and CR 107 as described in Exhibits "A", "B" and "C", attached hereto, into the city limits of Round Rock, Texas.

SIGNED this _____ day of _____, 2019.

_____
COUNTY JUDGE
BILL GRAVELL, JR.

Attest:

_____
Nancy Rister, County Clerk




6.949 ACRE
HENRY MILLARD SURVEY, ABSTRACT NUMBER 452
WILLIAMSON COUNTY, TX
RIGHT-OF-WAY

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN 6.949 ACRE TRACT OR PARCEL OF LAND OUT OF THE HENRY MILLARD SURVEY, ABSTRACT NUMBER 452, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARY DESCRIBED AS BEING A PORTION OF CALLED COUNTY ROAD 110 (R.O.W. VARIES), SAID 6.949 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING,** at a ½" iron rod found, being the southwest corner of a called 196.96 acre tract of land conveyed to Stephen Pritchard Trust & Nancy K.P. Ohlendorf Family Trust in Volume 1980, Page 972 of the Official Records of Williamson County, Texas (O.R.W.C.TX.), being also the northwest corner of a called 34.74 acre tract of land conveyed to SEDC Devco Inc., in Document Number 2015089800 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), and being also a point on an eastern right-of-way line of said County Road 110, for the **POINT OF BEGINNING** of the herein described tract,

**THENCE,** crossing said County Road 110, S68°37'33"W, a distance of 77.37 feet to a calculated point, being a point on a western right-of-way line of said County Road 110 and being also a point on an east boundary line of a called 1162.08 acre tract of land conveyed to Nelson Family Homestead Partnership, Ltd., in Document Number 9824078 (O.P.R.W.C.TX.), from which a ½" iron rod found, being a southeast corner of said 1162.08 acre tract, being also a northeast corner of a called 90.45 acre tract of land conveyed to Nelson Homestead Partnership, Ltd., in Document Number 9824076 (O.P.R.W.C.TX.), and being also point on a western right-of-way line of said County Road 110, bears S21°25'20"E, a distance of 41.89 feet,

**THENCE,** with the common boundary line of said 1162.08 acre tract, said County Road 110 and generally along with a wire fence that was located on the 22nd of May, 2018, the following two (2) courses and distances, numbered 1 and 2,

1. N21°17'28"W (RECORD N19°W 927.9 VARAS), a distance of 2535.65 feet to a calculated point,
2. N21°51'32"W (RECORD N19°14'E 1,039 VARAS), a distance of 1636.71 feet to a capped ½" iron rod found stamped "CAPITAL", being a northeast corner of said 1162.08 acre tract and being a point on a west right-of-way line of said County Road 110, from which a capped ½" iron rod found stamped "CAPITAL", being a north corner of said 1162.08 acre tract and being also a point on a south right-of-way line of University Boulevard (R.O.W. Varies) bears N66°40'59"W, a distance of 142.36 feet,

**THENCE,** crossing said County Road 110, S86°06'31"E, a distance of 87.08 feet to a calculated point, being a point on an east right-of-way line of said County Road 110, being also a west corner of a called 21.511 acre tract of land conveyed to JSL North Investments LLC., in Document Number 2017057905 (O.P.R.W.C.TX.), from which a capped ½" iron rod found stamped "JS COALTER", being a north corner of said 21.511 acre tract and being also a south corner of said University Boulevard bears, N24°29'01"E, a distance of 168.26 feet,

**THENCE,** with the common boundary line of said County Road 110 and said 21.511 acre tract, S21°25'17"E, a distance of 407.40 feet to a ½" iron rod found, being a point on an eastern right-of-way line of said County Road 110, being also a southwest corner of said 21.511 acre tract and being also a northwest corner of a called 25.97 acre tract of land conveyed to Pro Build Real Estate Holdings LLC., in Document Number 2006067193 (O.P.R.W.C.TX.),

**THENCE,** with the common boundary line of said County Road 110 and 25.97 acre tract, S21°33'10"E, a distance of 628.50 feet to a ½" iron rod found, being a point on a eastern right-of-way line of said County Road 110, being also a southwest corner of said 25.97 acre tract and being also a northwest corner of a called 2.07 acre tract of land conveyed to Henry Development Ltd., in Document Number 2004089842 (O.P.R.W.C.TX.),

**THENCE,** with the common boundary line of said County Road 110 and said 2.07 acre tract, S21°29'17"E, a distance of 29.92 feet to a ½" iron rod found, being a point on an eastern right-of-way line of said County Road 110, being also a southwest corner of said 2.07 acre tract, and being also a northwest corner of a called 55.34 acre tract of land conveyed to Lone Mountain Properties, LLC., in Document Number 2009005145 (O.P.W.R.C.TX.),

**THENCE,** with the common boundary line of said County Road 110, said 55.34 acre tract and called 104.6 acre tract of land conveyed to Jennifer L. Pritchard, Andrew S. Pritchard, Michael & Nancy Ohlendorf, in Document Number 2011085212 (O.P.R.W.C.TX.), S21°16'34"E, a distance of 39.02 feet to a ½" iron rod found, being a point on an eastern right-of-way line of said County Road 110 and being also a northwest corner of said 104.6 acre tract,

**THENCE,** with the common boundary line of said County Road 110 and said 104.6 acre tract, a said 196.96 acre tract, and a called 64.508 acre tract of land conveyed to Creek Bend Land Holdings, LLC. In Document Number 2009047398 (O.P.R.T.C.TX.), S21°29'00"E, a distance of 1329.62 feet to a ½" iron rod found, being a point on an eastern right-of-way line of said County Road 110 and being also a west corner of said 64.508 acre tract,

**THENCE,** with the common boundary line of said County Road 110, said 64.508 acre tract and said 196.96 acre tract, S21°30'28"E, a distance of 1700.68 feet to the **POINT OF BEGINNING** and containing 6.949 acres of land.

Surveyed by: _____ 23Apr2019

Aaron V. Thomason, R.P.L.S. NO. 6214
***Carlson, Brigance and Doering, Inc.***
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com




BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

# SKETCH TO ACCOMPANY FIELD NOTES

MATCHLINE SEE SHEET 2



SCALE: 1" = 200'

## LEGEND

- △ CALCULATED POINT
- ● IRON ROD FOUND
- —x— WIRE FENCE

CREEK BEND LAND HOLDINGS, LLC., (64.508 AC.) DOC. NO. 2009047398

(L2) L2

HENRY MILLARD SURVEY, ABSTRACT NO. 452

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. (1162.08 AC.) DOC. NO. 9824078

L10

6.949 ACRES

STATE OF TEXAS REGISTERED AARON V. THOMASON 6214 PROFESSIONAL LAND SURVEYOR

22 APR 2016

STEPHEN PRITCHARD TRUST & NANCY K.P. OHLENDORF FAMILY TRUST (196.96 AC.) VOL. 1980, PG. 972

COUNTY ROAD 110 (R.O.W. VARIES) (NO RECORD INFORMATION FOUND)

POINT OF BEGINNING

L11

L1

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. (90.45 AC.) DOC. NO. 9824076

SEDC DEVCO INC. (34.74 AC.) DOC. NO. 2015089800

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 77.37 | S68°37'33"W |
| L2 | 2535.65 | N21°17'28"W |
| L3 | 1636.71 | N21°51'32"W |
| L4 | 87.08 | S86°06'31"E |
| L5 | 407.40 | S21°25'17"E |
| L6 | 628.50 | S21°33'10"E |
| L7 | 29.92 | S21°29'17"E |
| L8 | 39.02 | S21°16'34"E |
| L9 | 1329.62 | S21°29'00"E |
| L10 | 1700.68 | S21°30'28"E |
| L11 | 41.89 | S21°25'20"E |
| L12 | 142.36 | N66°40'59"W |
| L13 | 168.26 | N24°29'01"E |

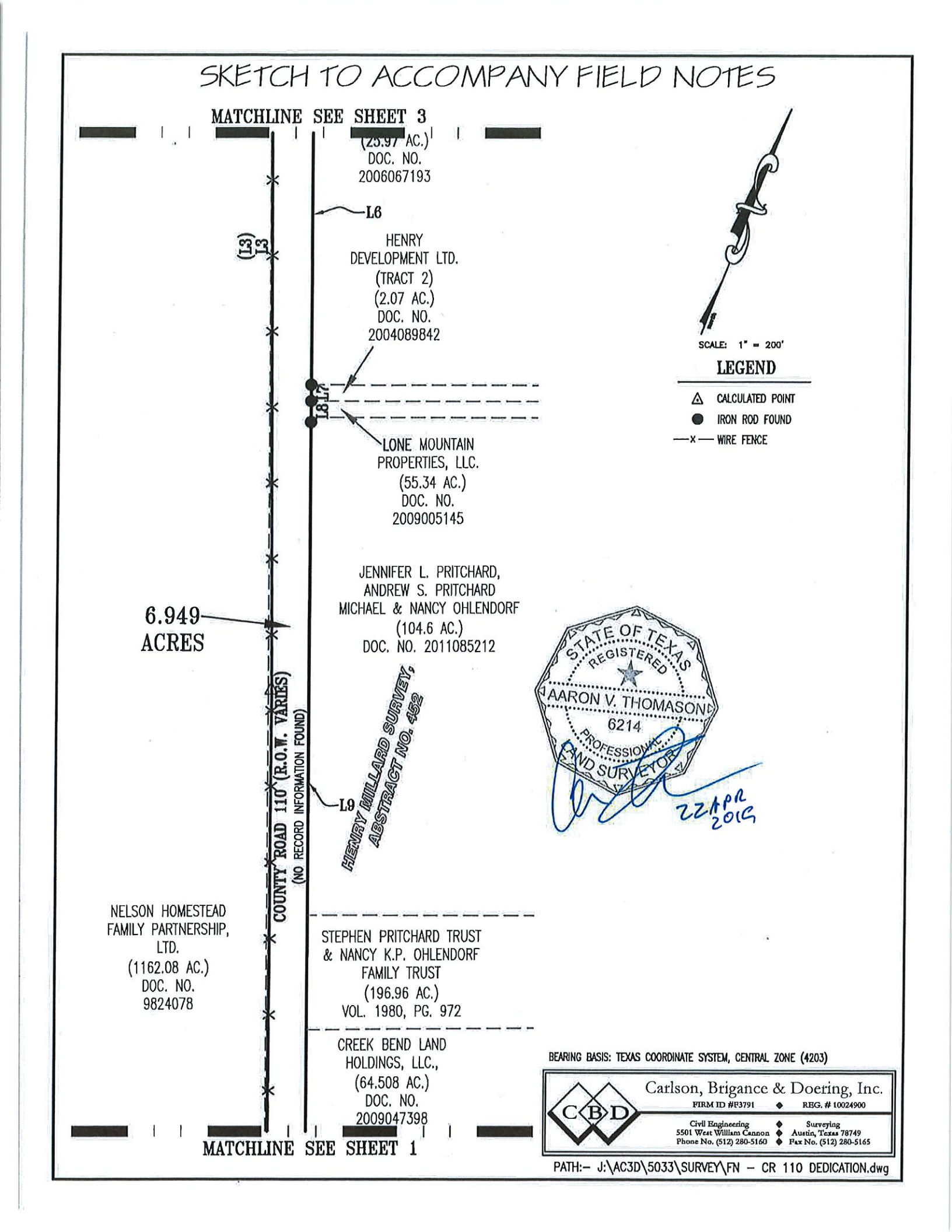
| Record Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| (L2) | 927.9 VARAS | N19°W |
| (L3) | 1,039 VARAS | N19°14'E |

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)


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


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# SKETCH TO ACCOMPANY FIELD NOTES




BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)


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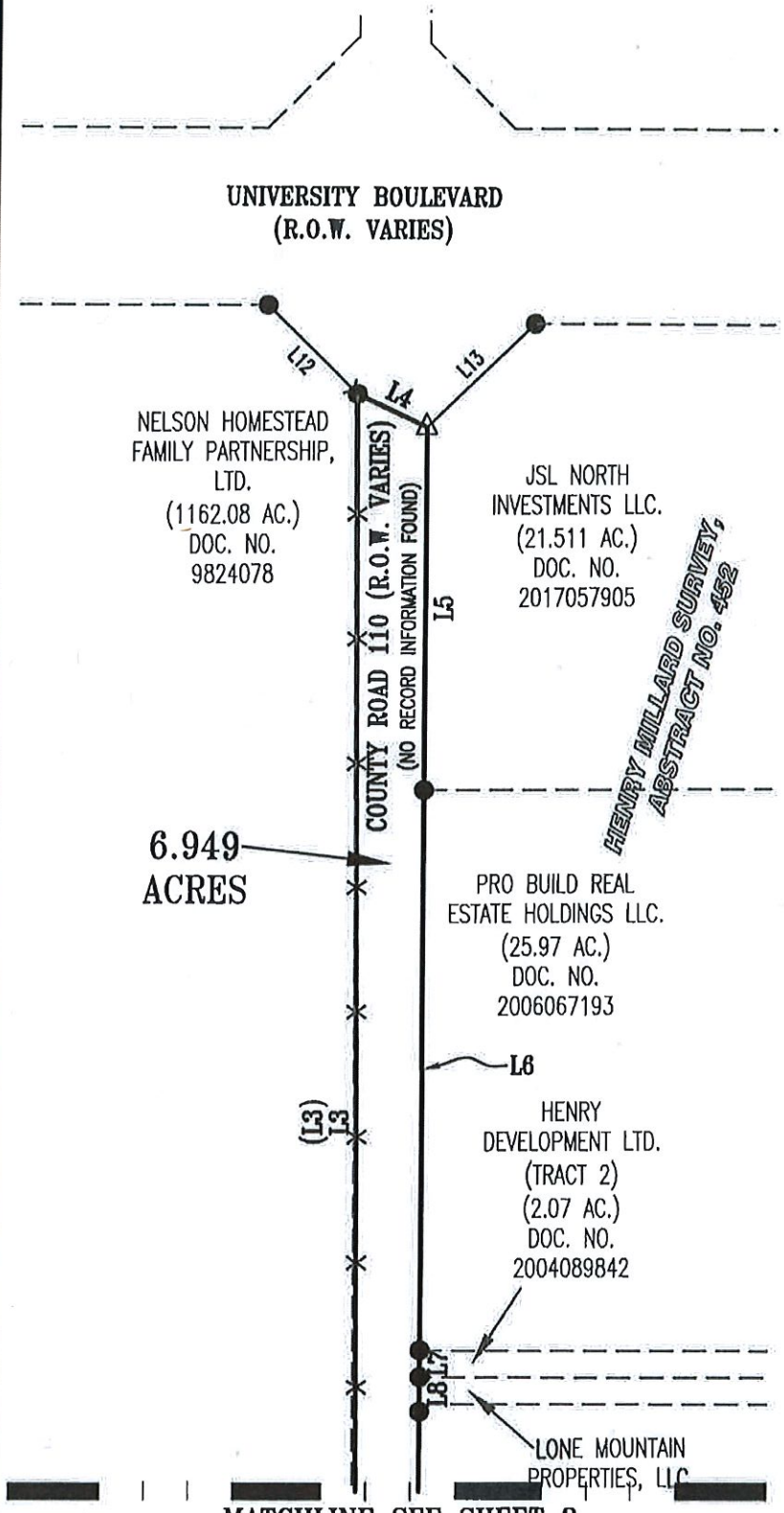
# SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

**LEGEND**

- △ CALCULATED POINT
- ● IRON ROD FOUND
- —x— WIRE FENCE







BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)


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Civil Engineering ◆ Surveying
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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165


PATH:– J:\AC3D\5033\SURVEY\FN – CR 110 DEDICATION.dwg

EXHIBIT
tabbies
B

4.20 Acres

THAT PART OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF COUNTY ROAD 110; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 60d nail found on the east right-of-way line of County Road 110 (Right-of-Way Varies), same being the southwest corner of a 21.511 acre tract of land conveyed to JSL North Investments, LLC by deed recorded in Document No. 2017057905 of the Official Public Records of Williamson County, Texas (OPRWC);

THENCE across said right-of-way of County Road 110, S68°36'34"W a distance of 78.96 feet to a point on the east line of a portion of a 1629.95 acre tract conveyed to Nelson Homestead Management, LLC by deed recorded in Document No. 1998024077, OPRWC;

THENCE along the west right-of-way line of said County Road 110, N21°23'26"W passing at a distance of 444.67 feet a 1/2" iron rod found at the southeast corner of a 27.5719 acre tract conveyed to Williamson County for Chandler Road by deed recorded in Document No. 2003002312, OPRWC, passing at a distance of 845.69 feet the northeast corner of said 27.5719 acre tract, and continuing on a total distance of 2316.91 feet;

THENCE across said right-of-way of County Road 110, N68°36'34"E a distance of 78.96 feet to the intersection of said east right-of-way line of County Road 110 and the north right-of-way line of County Road 107 (50' Right-of-Way) at the southwest corner of a 9.94 acre tract conveyed to MSE Estates, LLC by deed recorded in Document No. 2017075590, OPRWC;

THENCE across said right-of-way of County Road 107 and along said east right-of-way of County Road 110, S21°23'26"E passing at a distance of 1477.53 feet the northwest corner of a 9.13 acre tract conveyed to Williamson County for Chandler Road by deed recorded in Document No. 2006034117, OPRWC, passing at a distance of 1910.09 feet the southwest corner of said 9.13 acre tract, and continuing on a total distance of 2316.91 feet to the said Point of Beginning.

Containing 4.20 acres, more or less, as shown on the sketch attached.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

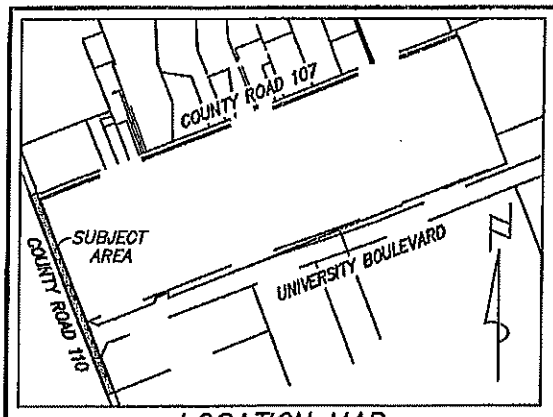
2/7/2019

Stephen R. Lawrence
Registered Professional Land Surveyor No. 6352
State of Texas

STATE OF TEXAS
REGISTERED
STEPHEN R. LAWRENCE
6352
PROFESSIONAL
LAND SURVEYOR

RJ Surveying & Associates, Inc.
2900 Jazz Street, Round Rock, Texas 78664
F-10015400

Bearings are based on the Texas Coordinate System of 1983, Central Zone (4203)




LOCATION MAP
SCALE: 1" = 2000'

LEGEND:
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ▲ = 60D NAIL FOUND
- DRWC = DEED RECORDS WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
- POB = POINT OF BEGINNING

100 50 0 100
SCALE: 1" = 100'

# SAUL'S TRACT
## SURVEY OF COUNTY ROAD 110 FOR ROADWAY ANNEXATION

MSE ESTATES, LLC
9.94 ACRES
DOC. NO. 2017075590
OPRWC

S68°36'34"W 78.96'

COUNTY ROAD 107 (50' ROW)

JSL NORTH INVESTMENTS, LLC
(168.558 ACRES)
DOC. NO. 2017057905 OPRWC

1477.53'

NELSON HOMESTEAD MANAGEMENT LLC
A PORTION OF 1629.95 ACRES
DOC. NO. 1998024077
OPRWC

S66°28'07"E 135.63'

N21°23'26"W 2316.91'

S21°23'26"E 2316.91'

845.69'

COUNTY ROAD 110 (ROW VARIES)

1910.09'

WILLIAMSON COUNTY, TEXAS
(27.5719 ACRES)
DOC. NO. 2003002312
OPRWC

UNIVERSITY BOULEVARD
(ROW VARIES)

WILLIAMSON COUNTY, TEXAS
9.13 ACRE
DOC. NO. 2006034117
OPRWC

4.20 ACRES

HENRY MILLARD SURVEY
ABSTRACT NO. 452

N24°16'55"E 168.53'

444.67'

NELSON HOMESTEAD MANAGEMENT LLC
A PORTION OF 1629.95 ACRES
DOC. NO. 1998024077
OPRWC

JSL NORTH INVESTMENTS, LLC
(21.511 ACRES)
DOC. NO. 2017057905 OPRWC

POB
FOUND 60D NAIL

S68°36'34"W 78.96'

DATE: FEB. 7, 2019

## SKETCH TO ACCOMPANY DESCRIPTION
(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

S:\CIVIL 30 2501-2600\2575\dwg\2575-ROW Annex-2.dwg

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
F-10015400 (512) 836-4793 FAX: (512) 836-4817

EXHIBIT
tabbies
C

7.82 Acres

THAT PART OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF COUNTY ROAD 107 AND PART OF THAT 168.558 ACRE TRACT OF LAND CONVEYED TO JSL NORTH INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NO. 2017057905 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a calculated point on the east right-of-way line of County Road 110 (Right-of-Way Varies), same being the west line of the above referenced 168.558 acre tract;

THENCE along said east right-of-way line of County Road 110 and across said County Road 107, N21°23'26"W passing at a distance of 20.00 feet the south right-of-way line of said County Road 107 at the northwest corner of said 168.558 acre tract and continuing on a total distance of 85.65 feet to the north right-of-way line of said County Road 107;

THENCE along said north right-of-way line of said County Road 107, the following three courses:

1. N88°18'01"E a distance of 46.14 feet;
2. N68°28'31"E passing at a distance of 569.95 feet a 1/2" iron rod found, passing at 998.96 feet a 3/8" iron rod found, and continuing on a total distance of 4761.87 feet to a concrete monument found at the southwest corner of a 150.856 acre tract conveyed to Charles Avery, III, Trustee by deed recorded in Document No. 2008042159, OPRWC;
3. N68°19'06"E a distance of 56.24 feet;

THENCE across said right-of-way of County Road 107, S21°29'06"E passing at a distance of 50.15 feet a 1" iron pipe found on said south right-of-way line of County Road 107 monumenting the northeast corner of said 168.558 acre tract, and continuing on a total distance of 70.15 feet;

THENCE 20 feet south of and parallel to said south right-of-way line of County Road 107, S68°28'31"W a distance of 4861.67 feet to the said Point of Beginning.

Containing 7.82 acres, more or less, as shown on the sketch attached.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

2/7/2019

Stephen R. Lawrence
Registered Professional Land Surveyor No. 6352
State of Texas

STATE OF TEXAS
REGISTERED
STEPHEN R. LAWRENCE
6352
PROFESSIONAL
LAND SURVEYOR

RJ Surveying & Associates, Inc.
2900 Jazz Street, Round Rock, Texas 78664
F-10015400

Bearings are based on the Texas Coordinate System of 1983, Central Zone (4203)

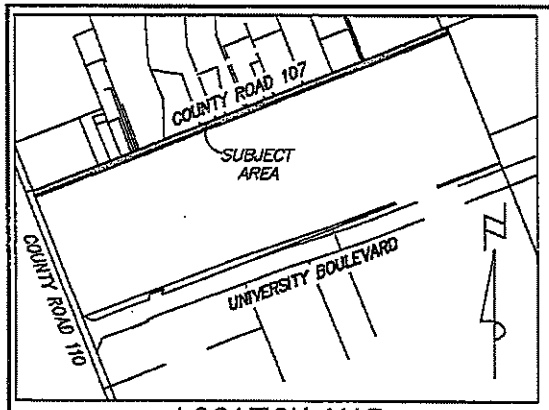
# SAUL'S TRACT

SURVEY OF COUNTY ROAD 107 AND THE NORTH 20 FEET OF THE 168.558 ACRE TRACT FOR ROADWAY ANNEXATION

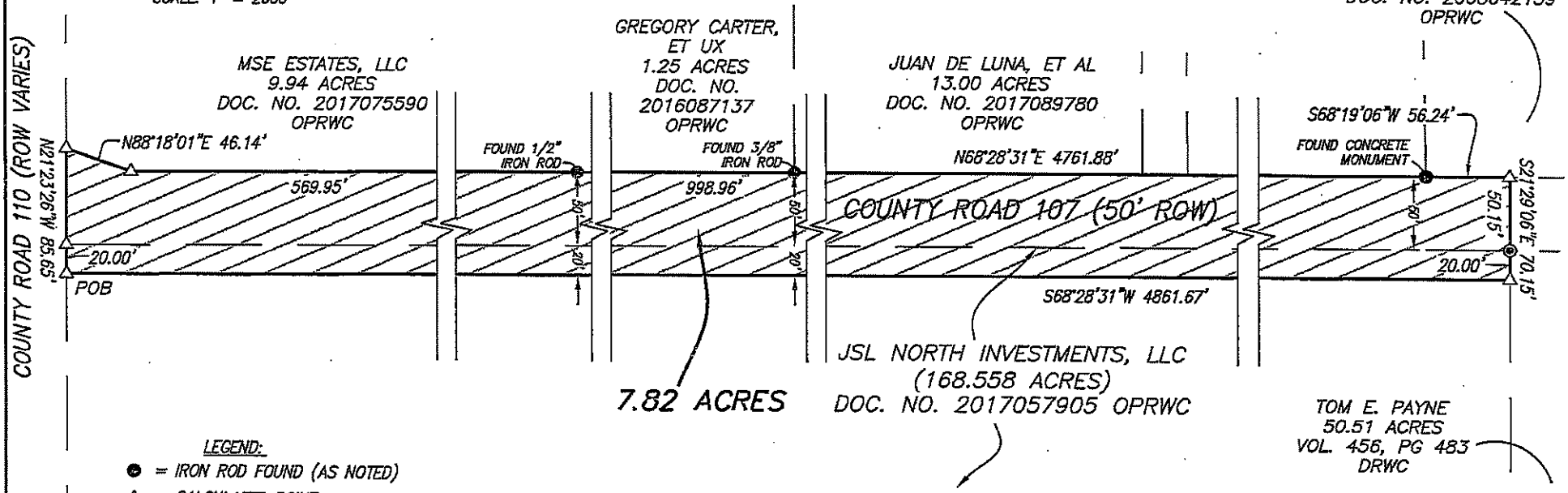
HENRY MILLARD SURVEY
ABSTRACT NO. 452

100 50 0 100

SCALE: 1" = 100'




LOCATION MAP
SCALE: 1" = 2000'




LEGEND:

- ● = IRON ROD FOUND (AS NOTED)
- △ = CALCULATED POINT
- ◉ = 1" IRON PIPE FOUND
- ● = CONCRETE MONUMENT FOUND
- DRWC = DEED RECORDS WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
- POB = POINT OF BEGINNING

## SKETCH TO ACCOMPANY DESCRIPTION

(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: FEB. 7, 2019

S:\CIVIL 3D 2501-2600\2575\dwg\2575-ROW Annex-1.dwg


RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
F-10015400 (512) 836-4793 FAX: (512) 836-4817

Commissioners Court - Regular Session 43.

Meeting Date: 06/18/2019

JP4 Office Closure

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

Department: County Judge

Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss, consider and take action on the Justice of the Peace Precinct 4 office closure on July 3rd and 5th, 2019.

Background

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Fiscal Impact

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

Attachments

JP 4 Office Closure

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Form Review

Form Started By: Andrea Schiele Started On: 06/13/2019 07:50 PM

Final Approval Date: 06/13/2019

JP 4 Office Closed July 3 - 5, 2019

June 13, 2019 (Williamson County, TX) -- The office of Justice of the Peace Precinct 4, 211 W. 6th Street in Taylor, will be closed July 3 to 5, 2019, for the Independence Day holiday. The public may mail any correspondence or use the drop box located at the northeast corner facing 6th Street. Citation due dates during this time will be extended to July 8, 2019 by 5:00 p.m. Normal business hours will resume on Monday, July 8, 2019. Normal hours are Monday, Tuesday, Thursday and Friday from 9 a.m. to 5 p.m. The office is closed to the public on Wednesdays.

They apologize for any inconvenience this may cause their customers and wish everyone a fun and safe Fourth of July!

For more information:

wilco.org | connie.odom@wilco.org | 512.943.1122 (media line)

Meeting Date: 06/18/2019

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 proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 101
d) Discuss the acquisition of real property: CR 200
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for Southeast Corridor.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of property near the County landfill.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.

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 sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
i) Discuss the annexation on CR 110 and CR 107 by the City of Round Rock

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |
| Form Started By: Charlie Crossfield | | Started On: 06/13/2019 11:05 AM |
| Final Approval Date: 06/13/2019 | | |

Meeting Date: 06/18/2019

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:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/13/2019 12:19 PM |

Form Started By: Charlie Crossfield Started On: 06/13/2019 11:06 AM

Final Approval Date: 06/13/2019