

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**OCTOBER 25TH, 2016**  
**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. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. 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.
4. 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 5 – 13 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-004999	Miscellaneous	\$2,033.13
To	0200-0210-001109	Cell Phone Stipend	\$1,680.00
To	0200-0210-002010	FICA	\$128.52
To	0200-0210-002020	Retirement	\$224.61

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

7. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to the City of Taylor, Texas, and Taylor Independent School District pertaining to property described as "A 40 ft x 150 ft tract out of the P. Coursey Survey, Abstract 131, City of Taylor, Williamson County, Texas (described as 0.11 Acre on the Williamson County Tax Rolls, Account No. R018976 being that property more particularly described in Volume 425, Page 551 of the Deed Records, Williamson County, Texas.
8. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to the City of Granger, Texas pertaining to property described as Tax Account No. R013027, 0.12 Acre, more or less, being Lot 6, and the East part of Lot 7, Block 26, City of Granger, Williamson County, Texas being that property more particularly described in Volume 532, Page 329 of the Deed Records, and Document 2010078623 of the Official Public Records, Williamson County, Texas (approximate situs address: 305 E Walnut, Granger, Texas.)
9. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 6 subdivision - Pct 4.
10. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 6A subdivision - Pct 3.
11. Discuss, consider, and take appropriate action on approval of the final plat for the Stonewood Acres subdivision - Pct 3
12. Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 4A subdivision - Pct 3.
13. Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 12A subdivision - Pct 3.

## **REGULAR AGENDA**

14. Hear and discuss a final report from the District Attorney's Office on the temporary DNA investigator's review and identification of cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015.
15. Discuss, consider and take appropriate action on the Commissioners Court schedule for November 2016, December 2016 and January 2017.
16. Discuss, consider, and take appropriate action on appointing Joanne Land to the Williamson County and Cities Health District Board.
17. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.



18. Discuss, consider, and take appropriate action on the transfers of 2013 Park reallocations in the amount of \$1,802,133.54 from Precinct 4 Hike and Bike Trails (P449) to Precinct 1 Hike and Bike Trails (P446) \$406,401.90, to Precinct 2 Hike and Bike Trails (P447) \$697,865.82 and to Precinct 3 Hike and Bike Trails (P448) \$697,865.82. Transfer \$2,536,180.00 from Precinct 1 Hike and Bike Trails (P446) to Brushy Creek Trail Phase V (P419). Transfer \$400,000.00 from Precinct 2 Hike and Bike Trails (P447) to Bagdad Trail (P454). Transfer \$800,000.00 from Precinct 2 Hike and Bike Trails (P447) to River Ranch County Park (P315).
19. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -\$2,355.24 for Southwest Bypass Driveways, a Road Bond Project in Commissioner Pct. 3
20. Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between SuddenLink and Williamson County for utility relocation on CR 110 South, a Road Bond Project in Commissioner Pct. 4.
21. Discuss, consider, and take appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) for RM 620 Phase 2, a Road Bond Project in Commissioner Pct.1.
22. Discuss, consider and take any appropriate action regarding CAMPO 2010 Travel Demand Model License Agreement in order to obtain the new 2010/2040 traffic model.
23. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Taylor regarding the CR 101 project between US 79 and Chandler Rd.
24. Discuss, consider and take appropriate action on a Cost Participation Agreement with RAS Level 2 Holdings LP regarding the Ridge at Cross Creek Subdivision.
25. To discuss and take appropriate action on Change Order #5 for Tyler Eagle Recorder software.
26. Discuss, consider and acknowledge the 2016-2017 budget for JP #4 Truancy Program.
27. Discuss, consider and take appropriate action on approving contract for training services between Williamson County Road and Bridge and Texas A&M Engineering Extension Service (TEEX) per TEEX Contract# 27-101426 for the total amount of \$21,250.00.
28. Discuss, consider, and take any appropriate action to approve co-op purchases (BuyBoard Contract # 430-13) between Williamson County, Texas and Caldwell Country for (2) 2017 Ford Explorer (1) 2017 Chevy Tahoe (1) Ford F-250 to support operations of Williamson County Attorney's Office, Williamson County Constable Pct 3, & AgriLife Extension Office.

#### **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)."***

- 29.** 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) Discuss Pearson Road District.
  - c) Discuss North Woods Road District.
  - d) Project Fiji
  - e) Leander Medical Center
  - f) Project Monkey

- 30.** 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
- 1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
    - a) Discuss proposed acquisition of property for right-of-way for Mays St. Extension
    - b) Discuss proposed acquisition of property for proposed SH 29 project.
    - c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
    - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
    - e) Discuss the acquisition of real property: 183/Whitewing Right of Way
    - f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
    - g) Discuss the acquisition of real property: CR 111
    - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
    - i) Discuss the acquisition of real property: landfill properties
    - j) Discuss the acquisition of real property: Inner Loop.
    - k) Discuss the acquisition of real property for County Facilities.
    - l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
    - m) Discuss the acquisition of real property on CR 305.
    - n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
    - o) Discuss the acquisition of real property: Arterial H
    - p) Discuss the acquisition of easements on the Forest North project.
    - q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
    - r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
    - s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
    - t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
- B. Property or Real Estate owned by Williamson County
- 1). 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 183 A excess right of way
    - c) Discuss proposed sale of real estate of Blue Springs Blvd
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman

- 31.** 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) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) 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) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- f) County Road 241 utility and Right-of-Way Issues and matters;
- g) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
- h) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
- i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- j) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
- k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Claims of Texas Association for Children and Families
- m) Civil Action; American Stewards of Liberty, *et al. v. Sally Jewell, et al.*, In the Western District Court, Western District of Texas, Austin Division
- n) Legislative changes to firearms laws and possession of firearms on county property
- o) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
- p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- q) Notice of claim and demand of Morgan Lee Roach.
- r) Labor and employment law review of Employee Policy Manual provisions and amendments.
- s) Berry Springs Park and Preserve pipeline
- t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- u) Discuss requirements related to health benefit plan.
- v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
- y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

- 32. 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).
- 33. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- 34. Discuss and take appropriate action regarding economic development.
- 35. Discuss and take appropriate action concerning real estate.

36. 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) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) 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.
  - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - g) County Road 241 utility and Right-of-Way Issues and matters;
  - h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
  - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419<sup>th</sup> Judicial District Court of Travis County
  - j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
  - k) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
  - l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - m) Claims of Texas Association for Children and Families
  - n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
  - o) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
  - p) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
  - q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
  - r) Notice of claim and demand of Morgan Lee Roach.
  - s) Berry Springs Park and Preserve pipeline
  - t) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
  - u) Discuss requirements related to health benefit plan.
  - v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
  - w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
  - x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
  - y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division
37. 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.
38. Comments from Commissioners.

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Dan A. Gattis, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 10/25/2016

Discuss consider and take appropriate action a line item transfer for Road and Bridge

**Submitted For:** Robert Daigh

**Submitted By:** Lydia Linden, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

To continue to utilize cell phones in positions per Road & Bridge Policy. There have been positions requiring cell phones that are additional due to minor reorganization.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0200-0210-004999	Miscellaneous	\$2,033.13
To	0200-0210-001109	Cell Phone Stipend	\$1,680.00
To	0200-0210-002010	FICA	\$128.52
To	0200-0210-002020	Retirement	\$224.61

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 09:38 AM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 10/25/2016

Compensation Items

**Submitted By:** Tara Raymore, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

**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 document for additional details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Comp Items

**Form Review**

**Inbox**

Budget Office

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 10/20/2016

**Reviewed By**

Ashlie Koenig

Wendy Coco

**Date**

10/20/2016 11:31 AM

10/20/2016 02:21 PM

Started On: 10/19/2016 02:32 PM

Department	PCN	EE ID	Budget Amount	Requested	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
Unified Road Systems	1502	11496	\$67,553.46	\$69,580.06	\$2,026.60	3%	Merit	Unallocated 001100	10/21/2016
MOT	1189	11190	\$54,563.95	\$57,292.15	\$2,728.20	5%	Merit	Unallocated 001100	10/21/2016
Commissioner Precinct 4	0260	05561	\$60,506.68	\$63,532.01	\$3,025.33	5%	Merit	Unallocated 001100	10/21/2016
Emergency Services	0904	01054	153,368.28	157,969.33	\$4,601.05	3%	Merit	Unallocated 001100	10/21/2016



**Commissioners Court - Regular Session**

7.

**Meeting Date:** 10/25/2016

Approve the resale of property held in trust

**Submitted For:** Deborah Hunt

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to the City of Taylor, Texas, and Taylor Independent School District pertaining to property described as "A 40 ft x 150 ft tract out of the P. Coursey Survey, Abstract 131, City of Taylor, Williamson County, Texas (described as 0.11 Acre on the Williamson County Tax Rolls, Account No. R018976 being that property more particularly described in Volume 425, Page 551 of the Deed Records, Williamson County, Texas.

**Background**

Williamson County filed a lawsuit to collect delinquent property taxes on behalf of Williamson County, Taylor Independent School District, and The City of Taylor, Texas vs. Issac Edwards et al. In December 2008, a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in May 2009, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since May 2009, and therefore has not produced any property tax revenue. Mr. Jacky Jones has offered to purchase the property for the property's current market value as determined by the Williamson Central Appraisal District. By accepting this offer, the County is taking this property out of tax exempt status, and placing it back onto the tax rolls to create property tax revenue.

It is our recommendation to accept this offer by the Jacky Jones.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Deed JJ Services

Resolution JJ Services

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 09:56 AM

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

THAT The City of Taylor, TRUSTEE, acting by and through the Mayor of the City of Taylor, Texas, for and in consideration of the sum of TWO HUNDRED TWENTY AND 00/100S (\$220.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Jacky Jones**, whose address is 22007 Highway 29, Taylor, Texas 76574, the following described Property, to wit:

A 40 ft x 150 ft tract out of the P. Coursey Survey, Abstract 131, City of Taylor, Williamson County, Texas (described as 0.11 Acre on the Williamson County Tax Rolls) being that property more particularly described in Volume 425, Page 551 of the Deed Records, and Document #2009033695 of the Official Public Records, Williamson County, Texas (Tax Account #R018976)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **Jacky Jones**, their successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

IN TESTIMONY WHEREOF The City of Taylor, Texas, Trustee, joined herein by The Taylor Independent School District and The County of Williamson, Texas , have caused these presents to be executed on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

The City of Taylor, Texas

By

\_\_\_\_\_  
\_\_\_\_\_(Print Name)

Mayor

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Jessie Ancira, Jr., Mayor of The City of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires \_\_\_\_\_

The County of Williamson, Texas

By

\_\_\_\_\_  
\_\_\_\_\_(Print Name)  
County Judge

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires \_\_\_\_\_

Taylor Independent School District

By

\_\_\_\_\_  
\_\_\_\_\_(Print Name)  
President of the Board of Trustees

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Anita Volek, President, Taylor Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires \_\_\_\_\_

After recording, return to:

**Jacky Jones**  
**22007 Highway 29**  
**Taylor, Texas 76574**

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST  
BY THE CITY OF TAYLOR, TEXAS, TRUSTEE

**Whereas**, The Williamson County Tax Office collects property taxes for the City of Taylor, Texas, Taylor Independent School District, and The County of Williamson, Texas (“ the Taxing Units”); and

**Whereas**, in May, 2009, property described as A 40 ft x 150 ft tract out of the P. Coursey Survey, Abstract 131, City of Taylor, Williamson County, Texas (described as 0.11 Acre on the Williamson County Tax Rolls, Account #R018976) being that property more particularly described in Volume 425, Page 551 of the Deed Records, Williamson County, Texas, (“the Property”) was the subject of a tax sale; and

**Whereas**, the Property did not receive a bid at the tax sale and was struck off to The City of Taylor, Texas, Trustee, in Trust, for the use and benefit of itself, Taylor Independent School District and The County of Williamson, Texas, by virtue of a Constable’s Deed recorded as Document No. 2009033695 of the Official Public Records, Williamson County, Texas; and

**Whereas**, the Property has been tax exempt since May, 2009; and

**Whereas**, it is in the best interest of the Taxing Units that the Property be resold in an efficient manner which will maximize the amount realized from the sale of this tract and return the Property to a taxable status; and

Whereas, Jacky Jones of 22007 Highway 29, Taylor, Texas 76574 has offered to purchase the Property for \$220.00 which amount is the property’s current market value; and

**Whereas**, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

**WHEREFORE, BE IT RESOLVED** that The City of Taylor, Texas, Trustee, in Trust, for the use and benefit of itself, Taylor Independent School District and the County of Williamson, Texas, accepts the offer to purchase the Property for \$220.00 and shall resell all of the interest of the Taxing Units in the Property described below to Jacky Jones of 22007 Highway 29, Taylor, Texas 76574.

**Property to be sold:**

A 40 ft x 150 ft tract out of the P. Coursey Survey, Abstract 131, City of Taylor, Williamson County, Texas (described as 0.11 Acre on the Williamson County Tax Rolls, Account #R018976) being that property more particularly described in Volume 425, Page 551 of the Deed Records and Document 2009033695 of the Official Public Records, Williamson County, Texas (Tax Account #R018976)

**BE IT FURTHER RESOLVED** that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 is authorized to execute a Deed Without Warrant conveying the property sold pursuant to this Resolution.

**THIS RESOLUTION WAS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Commissioners  
Court of Williamson County, Texas.

\_\_\_\_\_

\_\_\_\_\_ (Print Name)  
Presiding Officer THIS DAY  
The Commissioners Court of Williamson County, Texas

\_\_\_\_\_  
Attested: County Clerk

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 10/25/2016

Approve the resale of property held in trust

**Submitted For:** Deborah Hunt

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to the City of Granger, Texas pertaining to property described as Tax Account No. R013027, 0.12 Acre, more or less, being Lot 6, and the East part of Lot 7, Block 26, City of Granger, Williamson County, Texas being that property more particularly described in Volume 532, Page 329 of the Deed Records, and Document 2010078623 of the Official Public Records, Williamson County, Texas (approximate situs address: 305 E Walnut, Granger, Texas.)

**Background**

Williamson County filed a lawsuit to collect delinquent property taxes on behalf of Williamson County, Granger Independent School District, and The City of Granger, Texas vs. Estate of Emma Jackson et al. In September of 2009, a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in November of 2010, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since November 2010 and is now in severe disrepair. The City of Granger has determined the property is a hazard to surrounding property owners, and has offered to take title to the property in exchange for demolishing the existing structure on the property, cleaning up the property, and assuming maintenance and upkeep. By accepting this offer, the County is assisting the City of Granger in removing a potential hazard to the citizens of Williamson County.

It is my recommendation to accept this offer by the City of Granger.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Resolution City of Granger](#)

[Deed City of Granger](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 10:23 AM



**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

**RESOLUTION**

**WHEREAS**, the following described property was offered for sale by the Constable of Williamson County, Texas at a public auction pursuant to judgment of foreclosure for delinquent taxes by the District Court of Williamson County; and

**WHEREAS**, the following described property did not receive a sufficient bid as set by law and was struck off to Williamson County, Trustee, in trust for the use and benefit of itself, the Granger Independent School District, and The City of Granger, Texas, as provided for by Section 34.01 (j), Texas Tax Code; and

**WHEREAS**, the resale of the interest of the County of Williamson in the property is authorized by Section 34.05(i), Texas Tax Code, for any amount or other consideration which the Commissioners' Court of the County of Williamson believes is in the best interest of the County;

**WHEREFORE, BE IT RESOLVED** that the County of Williamson shall convey all of its interest in the property described below to The City of Granger, Texas, a municipal corporation, for the sum of TEN AND 00/100S (\$10.00) and the other good and valuable consideration.

**Property to be conveyed:**

(Tax Account #R013027) 0.12 Acre, more or less, being Lot 6, and the East part of Lot 7, Block 26, City of Granger, Williamson County, Texas being that property more particularly described in Volume 532, Page 329 of the Deed Records, and Document 2010078623 of the Official Public Records, Williamson County, Texas (approximate situs address: 305 E Walnut, Granger, Texas)

**BE IT FURTHER RESOLVED** that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 is authorized to execute a Deed Without Warrant conveying the property sold pursuant to this Resolution.

**THIS RESOLUTION WAS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Commissioners Court of Williamson County, Texas.

\_\_\_\_\_  
\_\_\_\_\_(Print Name)

Presiding Officer THIS DAY  
The Commissioners Court of Williamson County, Texas

\_\_\_\_\_  
Attested: County Clerk

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

KNOW ALL MEN BY THESE PRESENTS

§

THAT The County of Williamson, TRUSTEE, acting by and through the County Judge of the County of Williamson, Texas, Grantor, for and in consideration of the sum of TEN AND 00/100S (\$10.00) and the City of Granger’s (Grantee’s) assumption of the responsibility to use any means necessary to ensure that the Property is cleared of the existing trash, structure, debris and poor condition, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **The City of Granger, Texas**, (Grantee) whose address is 303 S. Commerce, P. O. Box 367, Granger, Texas 76530, the following described Property, to wit:

0.12 Acre, more or less, being Lot 6 and the East part of Lot 7, Block 26, City of Granger, Williamson County, Texas being that property more particularly described in Volume 532, Page 329 of the Deed Records and Document 2010078623 of the Official Public Records, Williamson County, Texas (R013027)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee, **The City of Granger, Texas**, its successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold “as is” with all faults.

This deed is executed pursuant to a Resolution passed by the Williamson County Commissioners Court on the \_\_\_\_ day of \_\_\_\_\_, 2016 and a Resolution passed by the Granger Independent School District on the \_\_\_\_ day of \_\_\_\_\_, 2016.

IN TESTIMONY WHEREOF The County of Williamson, Trustee, joined herein by The Granger Independent School District, have caused these presents to be executed on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Commissioners Court of Williamson County, Texas

By

\_\_\_\_\_  
\_\_\_\_\_(Print Name)  
County Judge

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Dan Gattis, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires \_\_\_\_\_

Board of Trustees  
Granger Independent School District

By

\_\_\_\_\_  
\_\_\_\_\_(Print Name)  
President

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared James Cervenka, President of the Board of Trustees of Granger Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires\_\_\_\_\_

After recording, return to:

City of Granger  
Attn: Bob Shelton, Chief of Police  
P. O. Box 367  
Granger, Texas 76530



**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 10/25/2016

Siena Section 6 - Final Plat

**Submitted For:** Joe England

**Submitted By:** Stephen Jones-Meyer, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 6 subdivision - Pct 4.

**Background**

This is the next section of the Siena Section 6 development. It consists of 88 single family lots and 3,580 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$411,411.20 has been posted with the County to cover the cost of the remaining construction.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

[Siena Section 6 - Final Plat](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 10/19/2016

**Reviewed By**

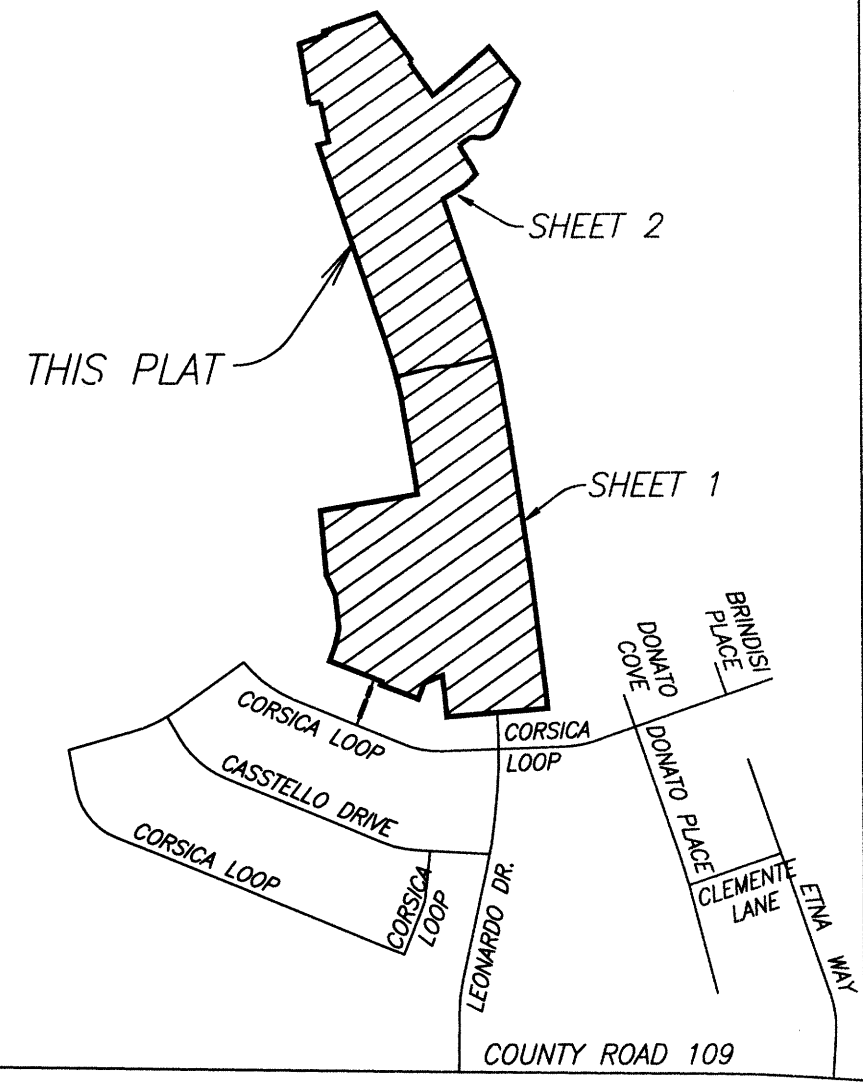
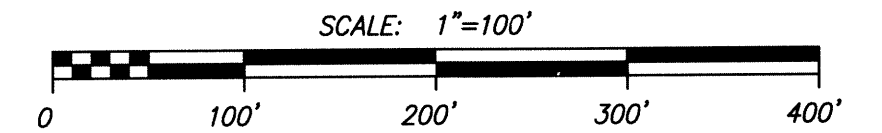
Wendy Coco

**Date**

10/19/2016 11:49 AM

Started On: 10/19/2016 08:08 AM

PLAT OF  
**SIENA SECTION 6**  
WILLIAMSON COUNTY, TEXAS



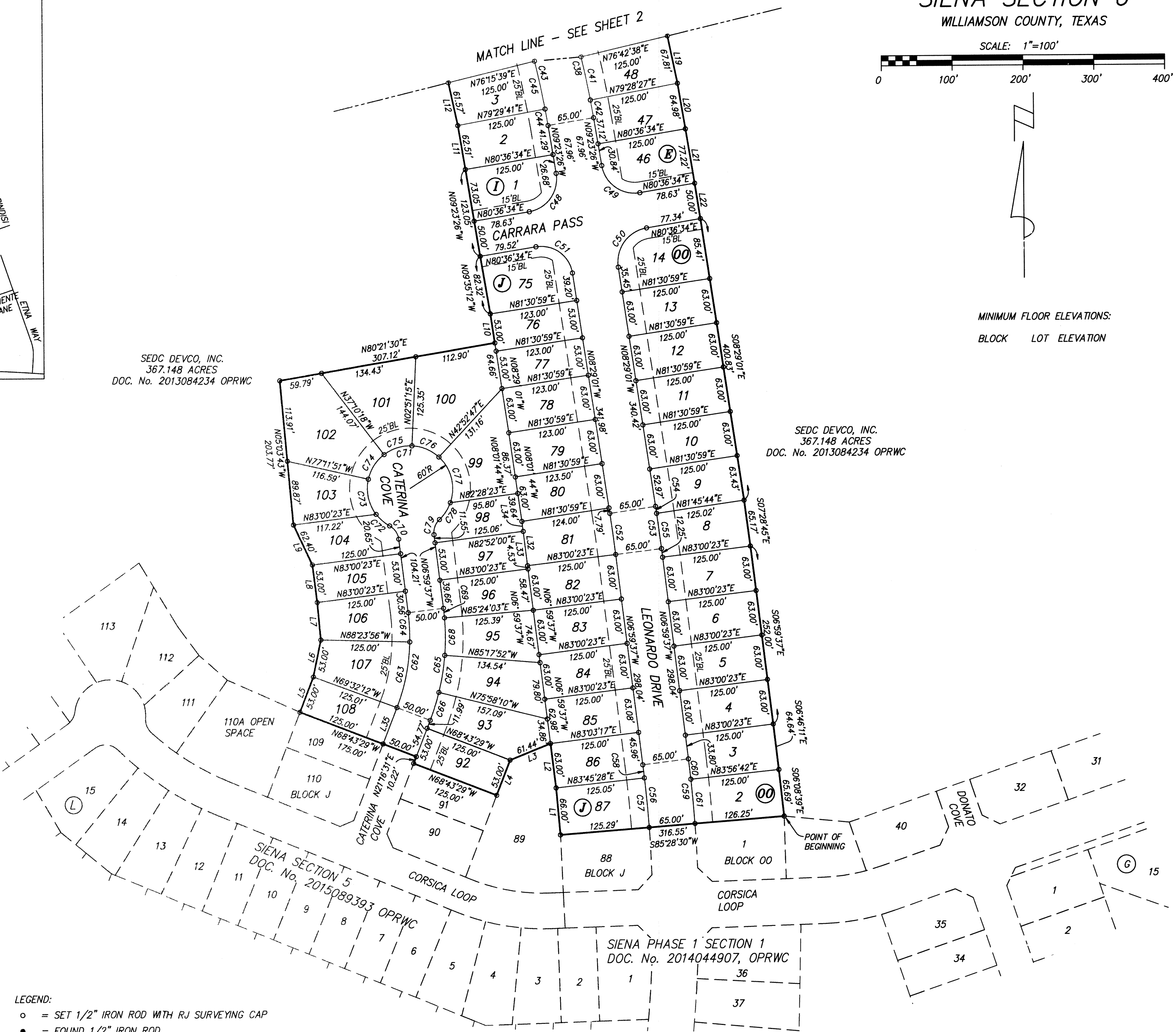
LOCATION MAP

SEDC DEVCO, INC.  
367.148 ACRES  
DOC. No. 2013084234 OPRWC

SEDC DEVCO, INC.  
367.148 ACRES  
DOC. No. 2013084234 OPRWC

NOTES:

1. THE PROPERTY OWNERS OR THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
2. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
3. NO PORTION OF THIS TRACT IS ENCLOSED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
4. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
5. WATER SERVICE WILL BE PROVIDED BY JONAH WATER, S. U. D..
6. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK WILL PROVIDE THE TRUNK LINE (McNUTT INTERCEPTOR).
7. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
8. MAIL BOXES WILL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS).
9. ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
10. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF PARCEL FRONTAGE OF 50 FEET, WHICHEVER IS LESS.
11. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.



LEGEND:

- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- = FOUND 1/2" IRON ROD
- ROW = RIGHT OF WAY
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE AND STORM SEWER EASEMENT
- WWE = WASTEWATER EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- Ⓝ = BLOCK NAME

EASEMENTS:

A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY  
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES  
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES

SITE DATA:

21,556 ACRES  
88 SINGLE FAMILY LOTS  
(34 @ 53' & 54 @ 63')

DATE: JUNE 28, 2016

SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

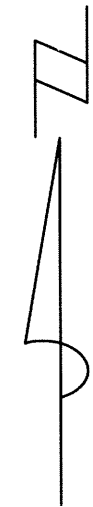
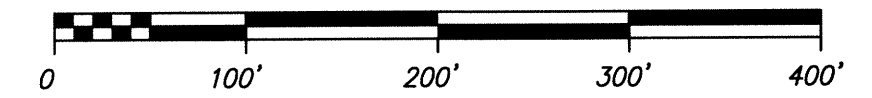
**RJ SURVEYING & ASSOCIATES, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817

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PLAT OF  
SIENA SECTION 6

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



SEDC DEVCO, INC.  
367.148 ACRES  
DOC. No. 2013084234 OPRWC

APPROXIMATE SURVEY LINE  
HENRY MILLARD SURVEY A-452  
WM. DUNN SURVEY A-196

SEDC DEVCO, INC.  
367.148 ACRES  
DOC. No. 2013084234 OPRWC

SEDC DEVCO, INC.  
367.148 ACRES  
DOC. No. 2013084234 OPRWC

MATCH LINE - SEE SHEET 1

DATE: JUNE 28, 2016 SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

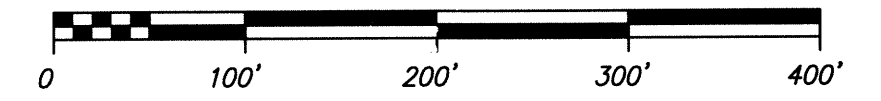
**RJ SURVEYING & ASSOCIATES, INC.**

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817



PLAT OF  
**SIENA SECTION 6**  
 WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



THAT PART OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452, AND THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO SEDCO DEVCO, INC., BY DEED RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 1, BLOCK 00, SIENA PHASE 1, SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014044907 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S.85°28'30"W. ALONG THE NORTH LINE OF SAID LOT 1, AND CONTINUING ALONG THE NORTH END OF LEONARDO DRIVE AND THE NORTH LINE OF LOT 88, BLOCK J, SIENA PHASE 1, SECTION 1, A DISTANCE OF 316.55 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF SAID LOT 88

THENCE ACROSS SAID 367.148 ACRE TRACT THE FOLLOWING 55 COURSES:

1. N.04°57'41"W. A DISTANCE OF 66.00 FEET TO A 1/2" IRON ROD SET;
2. N.06°51'55"W. A DISTANCE OF 63.00 FEET TO A 1/2" IRON ROD SET;
3. S.68°01'02"W. A DISTANCE OF 61.44 FEET TO A 1/2" IRON ROD SET;
4. S.21°16'31"W. A DISTANCE OF 53.00 FEET TO A 1/2" IRON ROD SET;
5. N.68°43'29"W. A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET;
6. N.21°16'31"E. A DISTANCE OF 10.22 FEET TO A 1/2" IRON ROD SET;
7. N.68°43'29"W. A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD SET;
8. N.21°16'31"E. A DISTANCE OF 53.00 FEET TO A 1/2" IRON ROD SET;
9. N.11°45'55"E. A DISTANCE OF 53.00 FEET TO A 1/2" IRON ROD SET;
10. N.05°10'20"W. A DISTANCE OF 53.00 FEET TO A 1/2" IRON ROD SET;
11. N.06°59'37"W. A DISTANCE OF 53.00 FEET TO A 1/2" IRON ROD SET;
12. N.24°53'38"W. A DISTANCE OF 62.40 FEET TO A 1/2" IRON ROD SET;
13. N.05°03'43"W. A DISTANCE OF 203.77 FEET TO A 1/2" IRON ROD SET;
14. N.80°21'30"E. A DISTANCE OF 307.12 FEET TO A 1/2" IRON ROD SET;
15. N.08°29'01"W. A DISTANCE OF 41.34 FEET TO A 1/2" IRON ROD SET;
16. N.09°35'12"W. A DISTANCE OF 82.32 FEET TO A 1/2" IRON ROD SET;
17. N.09°23'26"W. A DISTANCE OF 123.05 FEET TO A 1/2" IRON ROD SET;
18. N.09°34'47"W. A DISTANCE OF 62.51 FEET TO A 1/2" IRON ROD SET;
19. N.12°07'20"W. A DISTANCE OF 61.57 FEET TO A 1/2" IRON ROD SET;
20. N.15°21'23"W. A DISTANCE OF 61.57 FEET TO A 1/2" IRON ROD SET;
21. N.18°17'48"W. A DISTANCE OF 62.19 FEET TO A 1/2" IRON ROD SET;
22. N.18°49'00"W. A DISTANCE OF 634.50 FEET TO A 1/2" IRON ROD SET;
23. N.73°14'44"E. A DISTANCE OF 34.84 FEET TO A 1/2" IRON ROD SET;
24. N.11°47'34"W. A DISTANCE OF 125.85 FEET TO A 1/2" IRON ROD SET AT POINT ON A NON-TANGENT CURVE TO THE RIGHT;
25. WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.73 FEET, SAID CURVE HAVING A RADIUS OF 732.50 FEET, A CENTRAL ANGLE OF 02°43'01" AND A CHORD BEARING S.79°33'57"W., 34.73 FEET TO A 1/2" IRON ROD SET;
26. N.09°04'33"W. A DISTANCE OF 190.00 FEET TO A 1/2" IRON ROD SET;
27. N.71°11'00"E. A DISTANCE OF 84.51 FEET TO A 1/2" IRON ROD SET;
28. N.18°49'00"W. A DISTANCE OF 12.46 FEET TO A 1/2" IRON ROD SET;
29. N.71°11'00"E. A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD SET;
30. S.36°37'20"E. A DISTANCE OF 184.01 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
31. SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.74 FEET, SAID CURVE HAVING A RADIUS OF 732.50 FEET, A CENTRAL ANGLE OF 00°50'23" AND A CHORD BEARING S.53°47'52"W., 10.74 FEET TO A 1/2" IRON ROD SET;
32. S.35°46'57"E. A DISTANCE OF 124.67 FEET TO A 1/2" IRON ROD SET;
33. N.54°54'05"E. A DISTANCE OF 15.51 FEET TO A 1/2" IRON ROD SET;
34. N.51°17'16"E. A DISTANCE OF 53.03 FEET TO A 1/2" IRON ROD SET;
35. N.48°53'46"E. A DISTANCE OF 162.27 FEET TO A 1/2" IRON ROD SET;
36. S.39°12'00"E. A DISTANCE OF 145.38 FEET TO A 1/2" IRON ROD SET;
37. S.25°37'23"W. A DISTANCE OF 151.51 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
38. SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 83.89 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 80°06'46", AND A CHORD BEARING S.65°40'46"W., 77.22 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
39. WESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.73 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 52°04'59", AND A CHORD BEARING S.79°41'39"W., 21.95 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
40. SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.02 FEET, SAID CURVE HAVING A RADIUS OF 1032.50 FEET, A CENTRAL ANGLE OF 01°59'56", AND A CHORD BEARING S.54°39'08"W., 36.02 FEET TO A 1/2" IRON ROD SET;
41. S.31°24'21"E. A DISTANCE OF 101.68 FEET TO A 1/2" IRON ROD SET;
42. S.44°11'56"W. A DISTANCE OF 54.72 FEET TO A 1/2" IRON ROD SET;
43. S.59°32'06"W. A DISTANCE OF 76.22 FEET TO A 1/2" IRON ROD SET;
44. S.18°49'00"E. A DISTANCE OF 378.00 FEET TO A 1/2" IRON ROD SET;
45. S.17°26'06"E. A DISTANCE OF 67.81 FEET TO A 1/2" IRON ROD SET;
46. S.14°40'17"E. A DISTANCE OF 67.81 FEET TO A 1/2" IRON ROD SET;
47. S.11°54'28"E. A DISTANCE OF 67.81 FEET TO A 1/2" IRON ROD SET;
48. S.09°38'02"E. A DISTANCE OF 64.98 FEET TO A 1/2" IRON ROD SET;
49. S.09°23'26"E. A DISTANCE OF 77.22 FEET TO A 1/2" IRON ROD SET;
50. S.08°57'35"E. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
51. S.08°29'01"E. A DISTANCE OF 400.53 FEET TO A 1/2" IRON ROD SET;
52. S.07°28'45"E. A DISTANCE OF 65.17 FEET TO A 1/2" IRON ROD SET;
53. S.06°59'37"E. A DISTANCE OF 252.00 FEET TO A 1/2" IRON ROD SET;
54. S.06°46'11"E. A DISTANCE OF 64.64 FEET TO A 1/2" IRON ROD SET;
55. S.06°08'39"E. A DISTANCE OF 65.69 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 21.556 ACRES, MORE OR LESS.

LINE	LENGTH	BEARING
L1	66.00'	N04°57'41"W
L2	63.00'	N06°51'55"W
L3	61.44'	S68°01'02"W
L4	53.00'	S21°16'31"W
L5	53.00'	N21°16'31"E
L6	53.00'	N11°45'55"E
L7	53.00'	N05°10'20"W
L8	53.00'	N06°59'37"W
L9	62.40'	N24°53'38"W
L10	41.34'	N08°29'01"W
L11	62.51'	N09°34'47"W
L12	61.57'	N12°07'20"W
L13	61.57'	N15°21'23"W
L14	62.19'	N18°17'48"W
L15	15.51'	N54°54'05"E
L16	53.03'	N51°17'16"E
L17	67.81'	S17°26'06"E
L18	67.81'	S14°40'17"E
L19	67.81'	S11°54'28"E
L20	64.98'	S09°38'02"E
L21	77.22'	S09°23'26"E
L22	50.00'	S08°57'35"E
L23	64.54'	N66°56'54"E
L24	51.49'	N61°47'01"E
L25	51.49'	N58°20'33"E
L26	51.49'	N54°54'05"E
L27	18.99'	N61°47'01"E
L28	32.50'	N61°47'01"E
L29	27.48'	N58°20'33"E
L30	24.01'	N58°20'33"E
L31	35.98'	N54°54'05"E
L32	63.00'	N06°55'17"W
L33	48.78'	N06°55'17"W
L34	14.22'	N06°55'17"W
L35	54.77'	N21°16'31"E

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	34.73	732.50	2°43'01"	S79°33'57"W	34.73
C2	10.74	732.50	0°50'23"	S53°47'52"W	10.74
C3	83.89	60.00	80°06'46"	S65°40'46"W	77.22
C4	22.73	25.00	52°04'59"	S79°41'39"W	21.95
C5	36.02	1032.50	1°59'56"	S54°39'08"W	36.02
C6	55.93	732.50	4°22'30"	N76°01'11"E	55.92
C7	90.67	732.50	7°05'30"	N77°22'42"E	90.61
C8	85.35	667.50	7°19'35"	N77°15'40"E	85.29
C9	32.26	20.00	92°24'53"	N27°23'26"E	28.87
C10	33.36	20.00	95°33'31"	N66°35'46"W	29.62
C11	142.68	667.50	12°14'48"	N59°30'04"E	142.40
C12	159.18	732.50	12°27'04"	N59°36'12"E	158.87
C13	51.25	732.50	4°00'32"	N56°13'19"E	51.24
C14	51.25	732.50	4°00'32"	N60°13'51"E	51.24
C15	45.94	732.50	3°35'37"	N64°01'55"E	45.94
C16	29.55	20.00	84°38'44"	S23°30'22"W	26.93
C17	30.49	20.00	87°21'03"	N62°29'32"W	27.62
C18	32.88	20.00	94°11'02"	N65°40'31"W	29.30
C19	225.53	982.50	13°09'08"	N60°25'24"E	225.04
C20	59.94	982.50	3°29'44"	N65°15'06"E	59.93
C21	59.01	982.50	3°26'28"	N61°47'01"E	59.00
C22	59.01	982.50	3°26'28"	N58°20'33"E	59.00
C23	47.58	982.50	2°46'29"	N55°14'05"E	47.58
C24	24.43	25.00	55°59'56"	N25°50'52"E	23.47
C25	11.83	25.00	27°06'26"	N40°17'37"E	11.72
C26	12.61	25.00	28°53'30"	N12°17'38"E	12.47
C27	301.48	60.00	287°53'16"	N38°12'29"W	70.63
C28	52.16	60.00	49°48'24"	N22°45'05"E	50.53
C29	39.80	60.00	38°00'23"	N66°39'29"E	39.07
C30	38.39	60.00	36°39'42"	N76°00'29"W	37.74
C31	87.23	60.00	83°18'01"	N16°01'38"W	79.75
C32	246.97	1032.50	13°42'18"	N60°30'19"E	246.38
C33	53.00	1032.50	2°56'28"	N57°07'20"E	53.00
C34	51.75	1032.50	2°52'18"	N60°01'43"E	51.74
C35	51.75	1032.50	2°52'18"	N62°54'01"E	51.74
C36	54.45	1032.50	3°01'18"	N65°50'49"E	54.45
C37	30.08	20.00	86°10'28"	N24°16'14"E	27.32
C38	210.75	1281.00	9°25'34"	N14°06'13"W	210.51
C39	61.79	1281.00	2°45'49"	N17°26'06"W	61.78
C40	61.79	1281.00	2°45'49"	N14°40'17"W	61.78
C41	61.79	1281.00	2°45'49"	N11°54'28"W	61.78
C42	25.38	1281.00	1°08'07"	N09°57'30"W	25.38
C43	200.05	1216.00	9°25'34"	N14°06'13"W	199.83
C44	23.66	1216.00	1°06'53"	N09°56'53"W	23.66
C45	68.64	1216.00	3°14'02"	N12°07'20"W	68.63
C46	68.64	1216.00	3°14'02"	N15°21'23"W	68.63
C47	39.12	1216.00	1°50'37"	N17°53'42"W	39.12
C48	72.85	46.37	90°00'00"	N35°36'34"E	65.58
C49	72.85	46.37	90°00'00"	N54°23'26"W	65.58
C50	75.32	48.44	89°05'35"	N36°03'46"E	67.96
C51	70.41	44.37	90°54'25"	N53°56'14"W	63.25
C52	58.44	2247.33	1°29'24"	N07°44'19"W	58.44
C53	60.14	2312.33	1°29'24"	N07°44'19"W	60.13
C54	9.92	2312.33	0°14'45"	N08°21'39"W	9.92
C55	50.21	2312.33	1°14'39"	N07°36'57"W	50.21
C56	88.33	1692.50	2°59'25"	N05°29'55"W	88.32
C57	69.75	1692.50	2°21'41"	N05°11'03"W	69.75
C58	18.57	1692.50	0°37'44"	N06°40'45"W	18.57
C59	91.13	1757.50	2°58'15"	N05°30'30"W	91.12
C60	28.79	1757.50	0°56'19"	N06°31'28"W	28.79
C61	62.34	1757.50	2°01'56"	N05°02'20"W	62.33
C62	135.68	275.00	28°16'08"	N07°08'27"E	134.31
C63	94.43	275.00	19°40'27"	N11°26'17"E	93.97
C64	41.25	275.00	8°35'41"	N02°41'47"W	41.21
C65	160.35	325.00	28°16'08"	N07°08'27"E	158.73
C66	41.09	325.00	7°14'41"	N17°39'10"E	41.07
C67	52.91	325.00	9°19'42"	N09°21'59"E	52.85
C68	52.76	325.00	9°18'05"	N00°03'05"E	52.70
C69	13.58	325.00	2°23'40"	N05°47'47"W	13.58
C70	23.55	25.00	53°58'05"	N33°58'40"W	22.69
C71	301.53	60.00	287°56'10"	N83°00'23"E	70.59
C72	25.09	60.00	23°57'22"	N48°59'02"W	24.90
C73	52.16	60.00	49°48'30"	N12°06'06"W	50.53
C74	41.91	60.00	40°01'33"	N32°48'56"E	41.07
C75	41.91	60.00	40°01'33"	N72°50'28"E	41.07
C76	41.91	60.00	40°01'33"	N67°07'59"W	41.07
C77	70.05	60.00	66°53'43"	N13°40'21"W	66.14
C78	28.48	60.00	27°11'58"	N33°22'29"E	28.22
C79	23.55	25.00	53°58'05"	N19°59'25"E	22.69

DATE: JUNE 28, 2016

SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817

F-9784

**RJ SURVEYING & ASSOCIATES, INC.**

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817

NOTES:

- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT No. 2.
- SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOMEOWNERS.
- THE COUNTY (WILLIAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
- THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINAGE OR PROTECTING THE ROAD SYSTEMS AND STREETS.
- THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.

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

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212, 232 AND 242 OF THE LOCAL GOVERNMENT CODE, 21.556 ACRES OUT OF SAID TRACT AND HEREBY ADOPT OUR SUBDIVISION TO BE KNOWN AS "SIENA SECTION 6" AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF ALL STREETS AND EASEMENTS AS SHOWN, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND FURTHER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

BY: SEDC DEVCO, INC., A TEXAS CORPORATION,  
 BY: *John S. Lloyd*  
 JOHN LLOYD, PRESIDENT  
 4720-4 ROCKCLIFF ROAD  
 AUSTIN, TEXAS 78746

ACKNOWLEDGMENT

THE STATE OF TEXAS  
 COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30<sup>th</sup> DAY OF June, A. D., 2016.

*Kayla Monarres*  
 NOTARY PUBLIC SIGNATURE



SEAL

STATE OF TEXAS  
 COUNTY OF  
 KNOW ALL MEN BY THESE PRESENTS

THAT EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 21.556 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

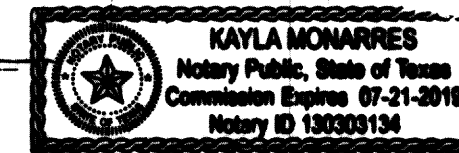
EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP

BY: GENERAL DRIPPING, INC.  
 A TEXAS CORPORATION  
 ITS GENERAL PARTNER  
 BY: *John S. Lloyd*  
 JOHN S. LLOYD, PRESIDENT  
 4720-4 ROCKCLIFF ROAD  
 AUSTIN, TEXAS 78746

THE STATE OF TEXAS  
 COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30<sup>th</sup> DAY OF June, 2016.

BY: *Kayla Monarres*  
 NOTARY PUBLIC, STATE OF TEXAS  
 PRINTED NAME: KAYLA MONARRES  
 MY COMMISSION EXPIRES:



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

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

STATE OF TEXAS  
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS COUNTY JUDGE  
 WILLIAMSON COUNTY, TEXAS  
 DATE

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

*John Kenneth Weigand* 6/29/2016  
 J. KENNETH WEIGAND DATE  
 R.P.L.S. NO. 5741  
 STATE OF TEXAS



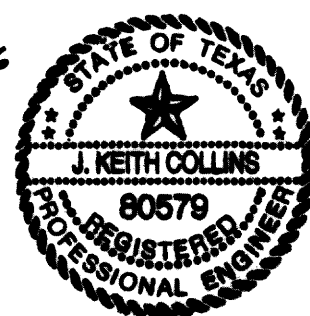
ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0505E EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

*J. Keith Collins* 6/28/16  
 J. KEITH COLLINS DATE  
 LICENSED PROFESSIONAL ENGINEER No. 80579



THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 139.150 ACRES TRACT OF LAND RECORDED IN DOCUMENT NO. 2007070996, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 21.556 ACRE TRACT OF LAND SITUATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE

BY: *Aaron Haroldsen* 6/30/16  
 Aaron Haroldsen DATE  
 Vice President

ACKNOWLEDGMENT

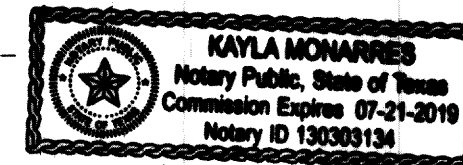
STATE OF TEXAS  
 COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30<sup>th</sup> DAY OF June, 2016 BY Aaron Haroldsen ON BEHALF OF SAID INTERNATIONAL BANK OF COMMERCE.

*Kayla Monarres*  
 NOTARY PUBLIC SIGNATURE

KAYLA MONARRES  
 NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 07/21/2019



SEAL

STATE OF TEXAS  
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER \_\_\_\_\_

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

NANCY RISTER, CLERK COUNTY COURT  
 OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

DATE: JUNE 28, 2016 SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 10/25/2016

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 6A subdivision - Pct 3

**Submitted For:** Joe England

**Submitted By:** Katheryn Cromwell, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 6A subdivision - Pct 3.

**Background**

This is the next section of the Santa Rita Ranch development. It consists of 38 single-family lots and 1,196 feet of new public roads. Roadway and drainage construction has been completed.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Santa Rita Ranch Ph 1 Sec 6A](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 10/18/2016

**Reviewed By**

Wendy Coco

**Date**

10/18/2016 08:13 AM

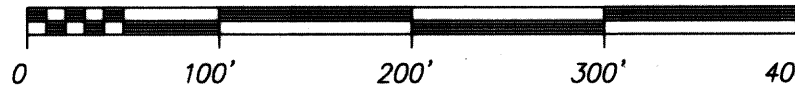
Started On: 10/17/2016 02:24 PM



# PLAT OF SANTA RITA RANCH PHASE 1, SECTION 6A

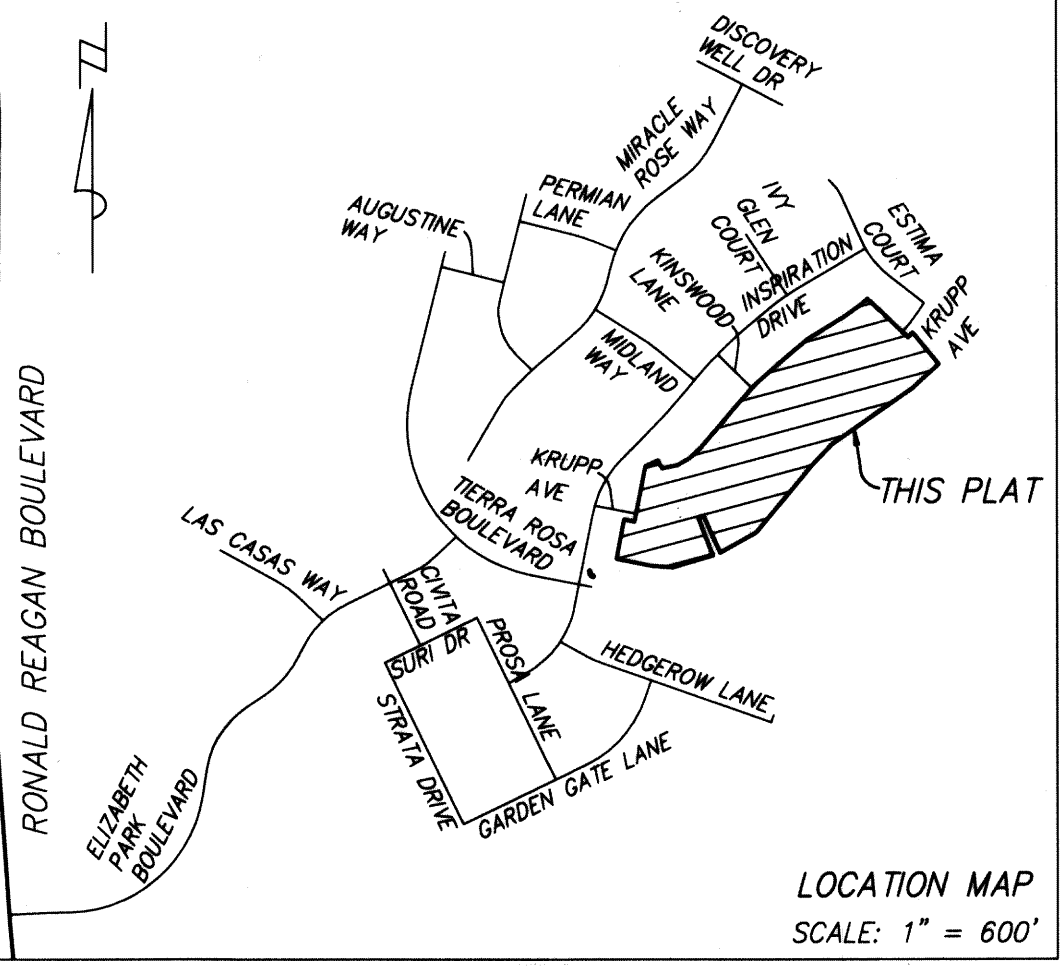
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



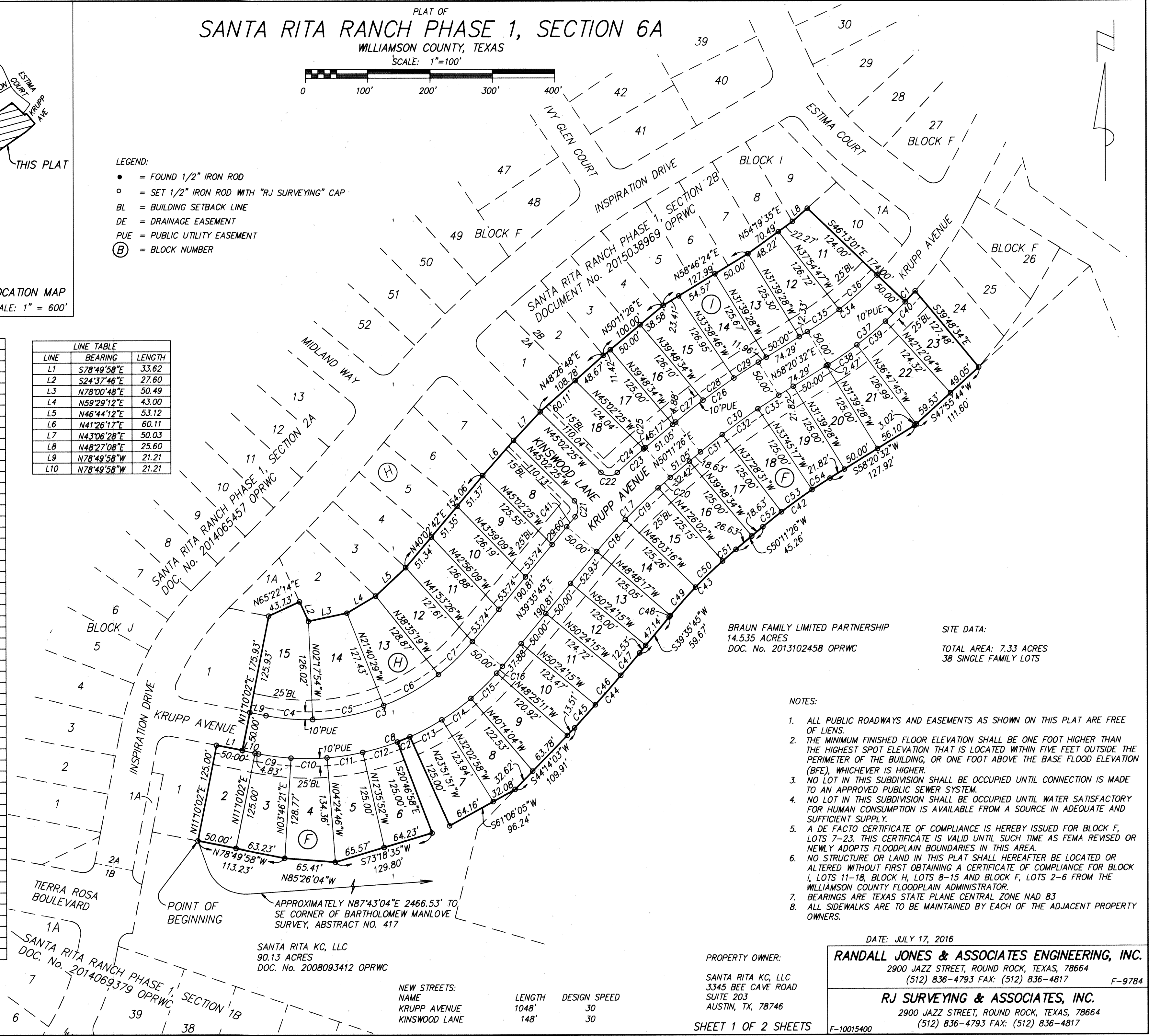
**LEGEND:**

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- (B) = BLOCK NUMBER



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	19.08	505.00	2°09'53"	N42°42'03"E	19.08
C2	17.48	325.00	3°04'53"	S67°40'35"W	17.48
C3	295.52	275.00	61°34'17"	N70°22'54"E	281.51
C4	60.23	275.00	12°32'57"	N85°06'26"W	60.11
C5	93.60	275.00	19°30'05"	N78°52'03"E	93.15
C6	81.00	275.00	16°52'32"	N60°40'45"E	80.70
C7	60.69	275.00	12°38'44"	N45°55'07"E	60.57
C8	349.25	325.00	61°34'17"	N70°22'54"E	332.69
C9	41.95	325.00	7°23'41"	N82°31'49"W	41.92
C10	46.43	325.00	8°11'06"	N89°40'48"E	46.39
C11	46.43	325.00	8°11'06"	N81°29'41"E	46.39
C12	46.43	325.00	8°11'06"	N73°18'35"E	46.39
C13	46.43	325.00	8°11'06"	N62°02'35"E	46.39
C14	46.43	325.00	8°11'06"	N53°51'29"E	46.39
C15	46.43	325.00	8°11'06"	N45°40'23"E	46.39
C16	11.26	325.00	1°59'04"	N40°35'17"E	11.26
C17	134.06	725.00	10°35'41"	N44°53'36"E	133.87
C18	55.04	725.00	4°20'59"	N41°46'15"E	55.03
C19	58.47	725.00	4°37'14"	N46°15'21"E	58.45
C20	20.55	725.00	1°37'28"	N49°22'42"E	20.55
C21	22.48	15.00	85°52'08"	N02°06'21"W	20.43
C22	23.12	15.00	88°19'31"	N89°12'11"W	20.90
C23	48.10	775.00	3°33'22"	N48°24'45"E	48.09
C24	45.52	775.00	3°21'56"	N48°19'02"E	45.52
C25	2.58	775.00	0°11'26"	N50°05'43"E	2.58
C26	131.60	925.00	8°09'06"	N54°15'59"E	131.49
C27	45.14	925.00	2°47'46"	N51°35'19"E	45.14
C28	48.98	925.00	3°02'02"	N54°30'13"E	48.98
C29	37.48	925.00	2°19'18"	N57°10'53"E	37.48
C30	124.49	875.00	8°09'06"	N54°15'59"E	124.39
C31	35.65	875.00	2°20'03"	N51°21'28"E	35.65
C32	56.82	875.00	3°43'14"	N54°23'06"E	56.81
C33	32.02	875.00	2°05'49"	N57°17'38"E	32.02
C34	115.62	455.00	14°33'33"	N51°03'46"E	115.31
C35	49.68	455.00	6°15'19"	N55°12'53"E	49.65
C36	65.94	455.00	8°18'13"	N47°56'06"E	65.88
C37	128.32	505.00	14°33'33"	N51°03'46"E	127.98
C38	45.29	505.00	5°08'17"	N55°46'23"E	45.27
C39	47.64	505.00	5°24'19"	N50°30'05"E	47.62
C40	54.47	505.00	6°10'49"	N44°42'31"E	54.45
C41	16.67	775.00	1°13'57"	N40°12'44"E	16.67
C42	106.71	750.00	8°09'06"	S54°15'59"W	106.62
C43	122.49	662.43	10°35'41"	S44°53'36"W	122.32
C44	127.38	2495.66	2°55'28"	S41°03'29"W	127.36
C45	39.89	2495.66	0°54'57"	N42°03'44"E	39.89
C46	50.02	2495.66	1°08'54"	N41°01'49"E	50.02
C47	37.47	2495.66	0°51'37"	N40°01'34"E	37.47
C48	2.30	662.43	0°11'56"	N39°41'43"E	2.30
C49	49.03	662.43	4°14'26"	N41°54'54"E	49.02
C50	48.37	662.43	4°11'01"	N46°07'37"E	48.36
C51	22.80	662.43	1°58'18"	N49°12'17"E	22.80
C52	30.56	750.00	2°20'03"	N51°21'28"E	30.55
C53	48.70	750.00	3°43'14"	N54°23'06"E	48.69
C54	27.45	750.00	2°05'49"	N57°17'38"E	27.45

LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°49'58"E	33.62
L2	S24°37'46"E	27.60
L3	N78°00'48"E	50.49
L4	N59°29'12"E	43.00
L5	N46°44'12"E	53.12
L6	N41°26'17"E	60.11
L7	N43°06'28"E	50.03
L8	N48°27'08"E	25.60
L9	N78°49'58"W	21.21
L10	N78°49'58"W	21.21



BRAUN FAMILY LIMITED PARTNERSHIP  
14.535 ACRES  
DOC. No. 2013102458 OPRWC

SITE DATA:  
TOTAL AREA: 7.33 ACRES  
38 SINGLE FAMILY LOTS

**NOTES:**

1. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
2. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR BLOCK F, LOTS 7-23. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISED OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
6. NO STRUCTURE OR LAND IN THIS PLAT HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FOR BLOCK I, LOTS 11-18, BLOCK H, LOTS 8-15 AND BLOCK F, LOTS 2-6 FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
7. BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83
8. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

DATE: JULY 17, 2016

PROPERTY OWNER:  
SANTA RITA KC, LLC  
3345 BEE CAVE ROAD  
SUITE 203  
AUSTIN, TX, 78746

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-10015400

NEW STREETS:	NAME	LENGTH	DESIGN SPEED
	KRUPP AVENUE	1048'	30
	KINSWOOD LANE	148'	30

SHEET 1 OF 2 SHEETS

SANTA RITA RANCH PHASE 1, SECTION 6A

THAT PART OF THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT No. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 90.13 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT No. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THAT 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT No. 2010078403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 32.00 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT No. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN at a 1/2" iron rod set at the Southeast Corner of Lot 1, Block F, Santa Rita Ranch Phase 1, Section 2A, according to the plat thereof recorded in Document No. 2014065457 of the Official Public Records of Williamson County, Texas (from which point the Southeast Corner of the said Bartholomew Manlove Survey bears N.87°43'04"E. 2466.53 feet);

THENCE along the Easterly Line of said plat of Santa Rita Ranch Phase 1, Section 2A the following 12 courses:

- 1. N.11°10'02"E. a distance of 125.00 feet to a 1/2" iron rod set;
2. S.78°49'58"E. a distance of 33.62 feet to a 1/2" iron rod set;
3. N.11°10'02"E. a distance of 175.93 feet to a 1/2" iron rod set;
4. N.65°22'14"E. a distance of 43.73 feet to a 1/2" iron rod set;
5. S.24°37'46"E. a distance of 27.60 feet to a 1/2" iron rod set;
6. N.78°00'48"E. a distance of 50.49 feet to a 1/2" iron rod set;
7. N.59°29'12"E. a distance of 43.00 feet to a 1/2" iron rod set;
8. N.46°44'12"E. a distance of 53.12 feet to a 1/2" iron rod set;
9. N.40°02'42"E. a distance of 154.06 feet to a 1/2" iron rod set;
10. N.41°26'17"E. a distance of 60.11 feet to a 1/2" iron rod set;
11. N.43°06'28"E. a distance of 50.03 feet to a 1/2" iron rod set;
12. N.48°26'48"E. (at 60.11 feet pass a 1/2" iron rod set at the East Corner of Lot 1, Block I and the South Corner of Lot 2, Block I, Santa Rita Ranch Phase 1, Section 2B, according to the plat thereof recorded in Document No. 2015038969 of the Official Public Records of Williamson County, Texas), in all a distance of 108.78 feet to a 1/2" iron rod set;

THENCE along the Southerly Line of said plat of Santa Rita Ranch Phase 1, Section 2B, the following seven courses:

- 1. N.50°11'26"E. a distance of 100.00 feet to a 1/2" iron rod set;
2. N.58°46'24"E. a distance of 127.99 feet to a 1/2" iron rod set;
3. N.54°19'35"E. a distance of 70.49 feet to a 1/2" iron rod set;
4. N.48°27'08"E. a distance of 25.60 feet to a 1/2" iron rod set;
5. S.46°13'01"E. a distance of 174.00 feet to a point on a non-tangent curve to the left;
6. Northeasterly along the arc of said curve, a distance of 19.08 feet, said curve having a radius of 505.00 feet, a central angle of 02°09'53" and a chord bearing N.42°42'03"E., 19.08 feet to a 1/2" iron rod set;
7. S.39°48'34"E. a distance of 127.48 feet to a 1/2" iron rod set in the Northwesterly Line of that 14.535 Acre Tract conveyed to Braun Family Limited Partnership by deed recorded in Document No. 2013102458 of the Official Public Records of Williamson County, Texas;

THENCE along said Northwesterly Line the following eight courses:

- 1. S.47°55'44"W. a distance of 111.60 feet to a 1/2" iron rod set;
2. S.58°20'32"W. a distance of 127.92 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
3. Southwesterly, along the arc of said curve to the left a distance of 106.71 feet, said curve having a radius of 750.00 feet, a central angle of 08°09'06", and a chord bearing S.54°15'59"W., 106.62 feet to a 1/2" iron rod set;
4. S.50°11'26"W. a distance of 45.26 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
5. Southwesterly, along the arc of said curve to the left a distance of 122.49 feet, said curve having a radius of 662.43 feet, a central angle of 10°35'41", and a chord bearing S.44°53'36"W., 122.32 feet to a 1/2" iron rod set;
6. S.39°35'45"W. a distance of 59.67 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
7. Southwesterly, along the arc of said curve to the right a distance of 127.38 feet, said curve having a radius of 2495.66 feet, a central angle of 02°55'28", and a chord bearing S.41°03'29"W., 127.37 feet to a 1/2" iron rod set;
8. S.44°14'03"W. a distance of 109.91 feet to a 1/2" iron rod set;

THENCE across said 90.13 Acre Tract the following seven courses:

- 1. S.61°06'05"W. a distance of 96.24 feet to a 1/2" iron rod set;
2. N.23°51'51"W. a distance of 125.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
3. Westerly along the arc of said curve, a distance of 17.48 feet, said curve having a radius of 325.00 feet, a central angle of 03°04'53" and a chord bearing S.67°40'35"W., 17.48 feet to a 1/2" iron rod set;
4. S.20°46'58"E. a distance of 125.00 feet to a 1/2" iron rod set;
5. S.73°18'35"W. a distance of 129.80 feet to a 1/2" iron rod set;
6. N.85°26'04"W. a distance of 65.41 feet to a 1/2" iron rod set;
7. N.78°49'58"W. a distance of 113.23 feet to the said Point of Beginning.

Containing 7.33 acres, more or less.

DEDICATION

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT SANTA RITA KC, LLC, BEING THE OWNER OF THAT 90.13 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THAT 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT No. 2010078403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND THAT 32.000 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 7.33 ACRES OUT OF SAID TRACTS AND DO HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SANTA RITA RANCH PHASE 1, SECTION 6A", AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 23 DAY OF AUGUST 2016

SANTA RITA KC, LLC

BY: JAMES EDWARD HORNE VICE PRESIDENT SANTA RITA KC, LLC

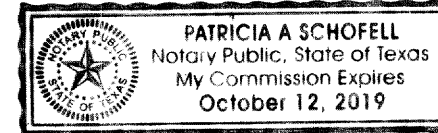
ACKNOWLEDGMENT

THE STATE OF TEXAS COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23 DAY OF AUGUST A.D., 2016

Notary Public Signature



SEAL

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

Signature of City of Liberty Hill, Texas

CITY OF LIBERTY HILL, TEXAS

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

Signature of J. Kenneth Weigand, 8/2/2016, DATE, R.P.L.S. NO. 5741, STATE OF TEXAS

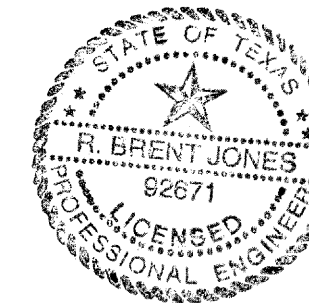


ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL No. 48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

Signature of R. Brent Jones, 8/2/16, DATE, R. BRENT JONES, LICENSED PROFESSIONAL ENGINEER NO. 92671



CONSENT OF MORTGAGEE

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

INTERNATIONAL BANK OF COMMERCE A TEXAS BANKING ASSOCIATION

Signature of Allen E. Wise, PRINTED NAME: Allen E. Wise, TITLE: Executive vice president

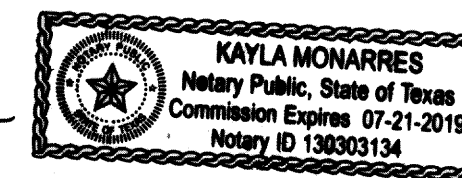
ACKNOWLEDGMENT

THE STATE OF TEXAS COUNTY OF WILLIAMSON-TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th DAY OF August A.D., 2016

Signature of Kayla Monarres



SEAL

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

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

STATE OF TEXAS COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS, COUNTY JUDGE WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

NANCY RISTER, CLERK COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: DEPUTY

DATE: JULY 17, 2016

RANDALL JONES & ASSOCIATES ENGINEERING, INC. 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664 (512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC. 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664 (512) 836-4793 FAX: (512) 836-4817

Signature of Cady Judas, WILLIAMSON COUNTY ADDRESSING COORDINATOR

**Commissioners Court - Regular Session**

**11.**

**Meeting Date:** 10/25/2016

Discuss consider and take appropriate action on approval of the final plat for the Stonewood Acres subdivision - Pct 3

**Submitted For:** Joe England

**Submitted By:** Katheryn Cromwell, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Stonewood Acres subdivision - Pct 3

**Background**

The Stonewood Acres development consists of two single-family lots and no new public roads.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Stonewood Acres

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 09:32 AM



# Final Plat Stonewood Acres Subdivision

9.987 Acres Out of the John H. Williams Survey  
Abstract No. 569  
Williamson County, Texas

### Legend

- R.P.R.W.C.T. = Real Property 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
- D.R.W.C.T. = Deed Records Williamson County, Texas
- (xxxxx) = Denotes Record Data
- = 1/2" Iron Rod Set Capped "WALKER 5283"
- = 1/2" Iron Rod Found
- = TxDot Type 1 Monument (Concrete Marker Post)
- ⊙ = Power Pole
- B.L. = Building Line Setback
- D.E. = Drainage Easement
- P.U.E. = Public Utility Easement
- ⊠ = Benchmark: Mark Set at North edge Top of Headwall of Storm Drain

### GENERAL PLAT NOTES

1. Lot 2 may not be further subdivided.
2. Water service provided by private wells.
3. Sewer service provided by On-Site Sewage Facility.
4. No structure or Land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
5. A ten (10) foot public utility and drainage easement is hereby dedicated adjacent to all property lines unless otherwise noted on the plat.
6. A ten (10) foot building line is located adjacent to all property lines unless otherwise noted on the plat.
7. 100 year flood plain was determined by engineering study titled "Flood Plain Analysis for Property at N US 183, 1500 ft south of the intersection with CR 212 Williamson County, Texas", and dated June 1, 2016.
8. It is the responsibility of the owner, not the county, to assure compliance with the provisions of all applicable State, Federal and Local Laws and Regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the county.
9. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
10. All public roadways and easements as shown on this plat are free of liens.

### PERIMETER DESCRIPTION

Being all of that certain tract of land containing 9.987 acres out of the John H. Williams Survey, Abstract 569, Williamson County, Texas, as recorded in Volume 2057, Page 296, of the Official Public Records Williamson County, Texas, said 9.987 acre tract being more particularly described as follows;

Beginning at 1/2" Iron Rod Found in the East right-of-way line of U.S. Highway 183 for the Southwest Corner hereof, also being the Northwest Corner of a 3.24 acre tract of land to Stagecoach Stop LTD., as described in Document No. 2001002444 in the Official Public Records of Williamson County, Texas, from which a TxDot Type 1 Monument bears: South 01°39'20" East, 128.35 feet

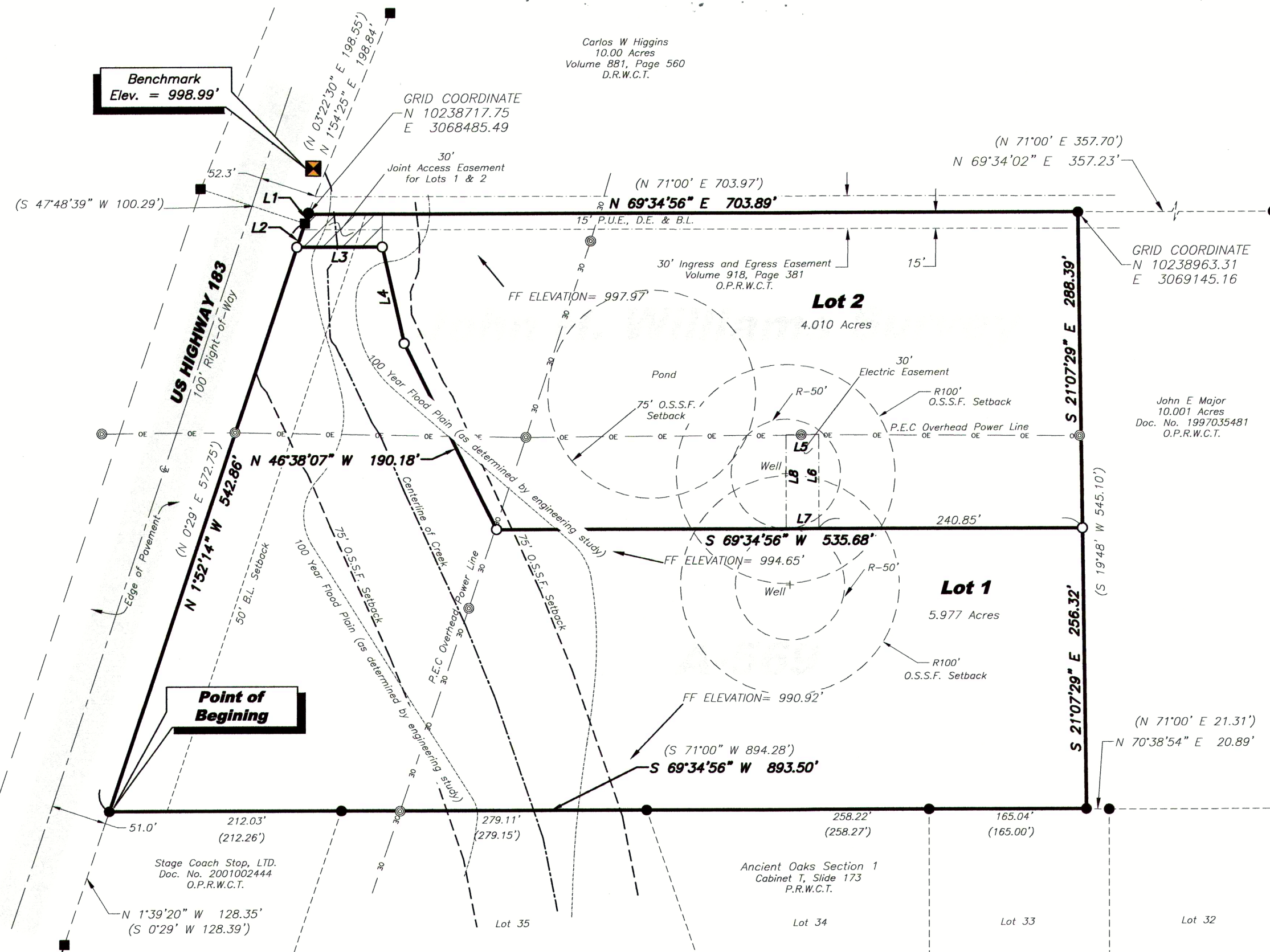
THENCE, with said right-of-way line the following two (2) courses

1. North 01°52'14" West, 572.45 feet to a TxDot Type 1 Monument,
2. North 01°54'25" East, 2.11 feet to a 1/2" Iron Rod Found, from which TxDot Type 1 Monument bears: North 01°54'25" East, 198.84 feet

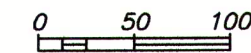
THENCE, departing said right-of-way line, North 69°34'56" East, 703.89 feet to a 1/2" Iron Rod Found for the Northeast Corner hereof, same being the Northwest Corner of a 10.001 acre tract to John E Major, recorded in Document No. 1997035481 of the Official Public Records of Williamson County, Texas, from which a 1/2" Iron Rod Found bears: North 69°34'56" East, 357.23 feet

THENCE, with the common line of said 9.987 acre tract and said 10.001 acre tract, South 21°07'29" East, 544.71 feet to a 1/2" Iron Rod Found for the Southeast Corner hereof, in the common line of said 9.987 acre tract and the North Line of Ancient Oaks Subdivision, Section 1, recorded in Cabinet T, Slide 173 of the Plat Records of Williamson County, Texas, from which a 1/2" Iron Rod Found at the Northeast Corner of Lot 33 of said Ancient Oaks Subdivision bears: North 70°38'54" East, 20.89

THENCE, with the common line of said 9.987 acre tract and said North Line of Ancient Oaks Subdivision, Section 1, South 69°34'56" East, 144.15 pass a 1/2" Iron Rod Found at the Northwest Corner of Lot 33, of said Ancient Oaks Subdivision, at 402.36 feet pass 1/2" Iron Rod Found at the Northwest Corner of Lot 34 of said Ancient Oaks Subdivision, at 681.48 feet pass 1/2" Iron Rod Found at the Northwest Corner of Lot 35 of said Ancient Oaks Subdivision, in all 893.50 feet to the Point of Beginning, containing 9.987 Acres of land.



The minimum finished floor elevations shown on this plat were determined by adding one (1) foot to the base flood elevation (BFE) as determined by a study prepared by Phil Smith, P.E. Dated June 1, 2016



Scale 1" = 100'

### Bearing Basis:

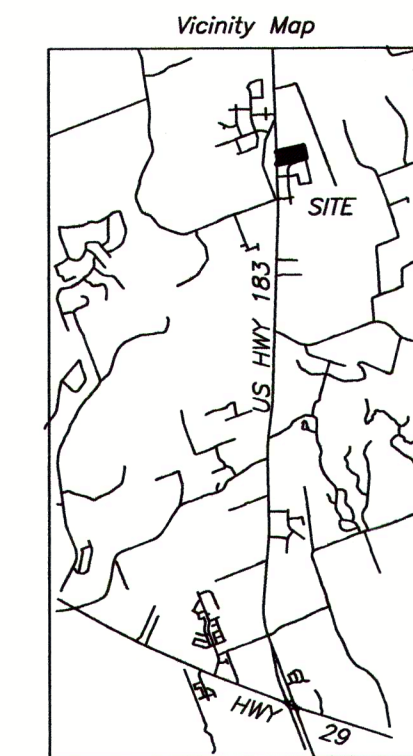
Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83)

Combined Scale Factor = 0.99992349 (for surface to grid conversion)

Inverse Scale Factor = 1.00010873 (for grid to surface conversion)

Scaled about 0,0

Line Table		
Line #	Direction	Length
L1	N 01°54'25" W	2.11'
	(N 03°22'30" W)	(2.11')
L2	S 01°52'14" W	29.58'
L3	N 69°34'56" E	78.00'
L4	N 33°14'21" W	90.00'
L5	N 69°34'56" E	30.00'
L6	S 20°25'04" E	86.00'
L7	S 69°34'56" W	30.00'
L8	N 20°25'04" W	86.00'



**WALKER**  
TEXAS SURVEYORS  
P.O. Box 324  
Cedar Park, Texas 78630-0324  
Phone (512) 259-3361  
Firm No. 10103800  
Job No.: 473002



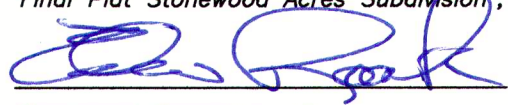
# Final Plat of Stonewood Acres Subdivision

9.987 Acres Out of the John H. Williams Survey  
Abstract No. 569  
Williamson County, Texas

**OWNER'S CERTIFICATION**

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

I, Edwin Roark, president of Roark Properties, Inc, general partner for Stonewood Properties, LP., sole owner of the certain 9.987 acre tract of land shown hereon and described in a deed recorded in Document No. 2016031230 of the Official Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County, the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as "Final Plat Stonewood Acres Subdivision", TO CERTIFY WHICH, WITNESS by my hand this 19 day of Oct, 2016.

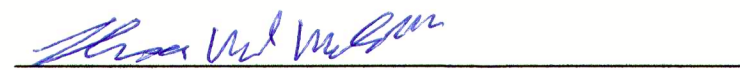


Stonewood Properties, LP.  
By: Roark Properties, inc, general partner  
By: Edwin Roark, president  
3910 Sequoia Trail West  
Georgetown, TX 78628

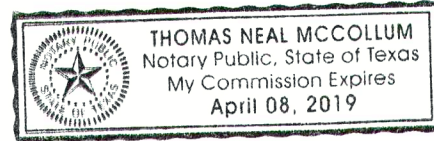
STATE OF TEXAS }  
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Edwin Roark, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 19 day of Oct, 2016.

  
Notary Public in and for the State of Texas

My Commission expires on: Apr 8, 2019

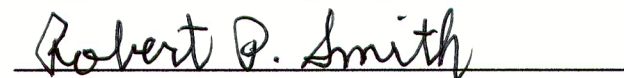


**ENGINEER'S CERTIFICATION**

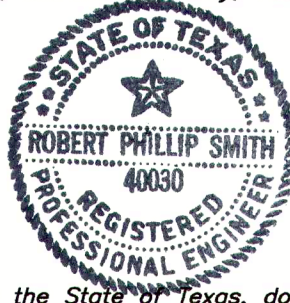
I, Robert P. Smith, Registered Professional Engineer in the State of Texas, do hereby certify that this said 9.987 acre tract, is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0275E, effective date September 26, 2008, and that each lot conforms to the Williamson County, Texas regulations.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 19 day of October, 2016.

  
Robert P. Smith

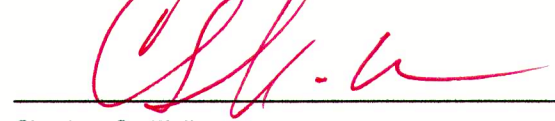
Registered Professional Engineer No. 40030 (sealed)  
State of Texas



**SURVEYOR'S CERTIFICATION**

I, Charles G. Walker, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 19th day of October, 2016.

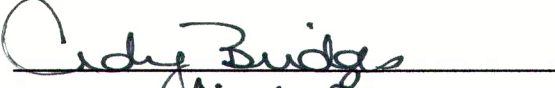


Charles G. Walker  
Registered Professional  
Land Surveyor Number 5283 (sealed)  
State of Texas



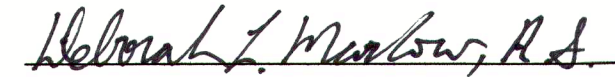
**ROAD NAME AND 911 ADDRESSING APPROVAL**

Road name and address assignments verified this 19th day of October, 2016 A.D.

  
Teresa Baker  
Lindy Bidas  
Williamson County Addressing Coordinator

**HEALTH DISTRICT APPROVAL**

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

  
Deborah L. Marlow, RS, OS0029596  
Director, Environmental Health Services, WCCHD

10/19/2016  
Date

**LIEN HOLDER'S CERTIFICATION**

I, Edwin Roark, General Partner of ELR Capital, LP, Lien Holder of the certain 9.987 acre tract of land shown hereon and described in a deed recorded in Document No. 2016031230 of the Official Records of Williamson County, Texas, do hereby consent to the subdivision of said tract as shown hereon, and do further hereby join, approve and consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County, the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the County of Williamson may deem appropriate. This subdivision is to be known as Stonewood Acres Subdivision.

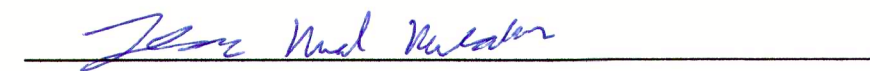
TO CERTIFY WHICH, WITNESS by my hand this 19 day of Oct, 2016.



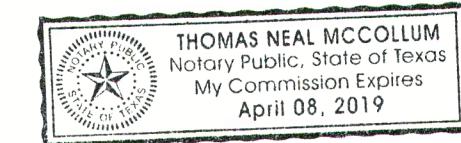
Edwin Roark, General Partner  
ELR Capital, LP  
1215 Englewood Drive  
Nacogdoches, TX 75964

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Edwin Roark, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 19 day of Oct, 2016.

  
Notary Public in and for the State of Texas

My Commission expires on: Apr 8, 2019



**COUNTY JUDGE'S APPROVAL**

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

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map of plat, with field notes heron, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Don A. Gattis, County Judge  
Williamson County, Texas

**COUNTY CLERK'S CERTIFICATION**

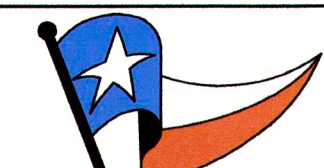
STATE OF TEXAS }  
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_M., and duly recorded this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_M., in the Official Public Records of said County in Document No. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy



**WALKER**  
TEXAS SURVEYORS  
P.O. Box 324  
Cedar Park, Texas 78630-0324  
Phone (512) 259-3361  
Firm No. 10103800  
Job No.: 473002



**Commissioners Court - Regular Session**

**12.**

**Meeting Date:** 10/25/2016

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 4A subdivision - Pct 3

**Submitted For:** Joe England

**Submitted By:** Katheryn Cromwell, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 4A subdivision - Pct 3.

**Background**

This is the next section of the Highlands at Mayfield Ranch development. It consists of 62 single-family lots and 2,329 feet of new public roads. Roadway and drainage construction has been completed.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Highlands at Mayfield Ranch Sec 4A](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 10/20/2016

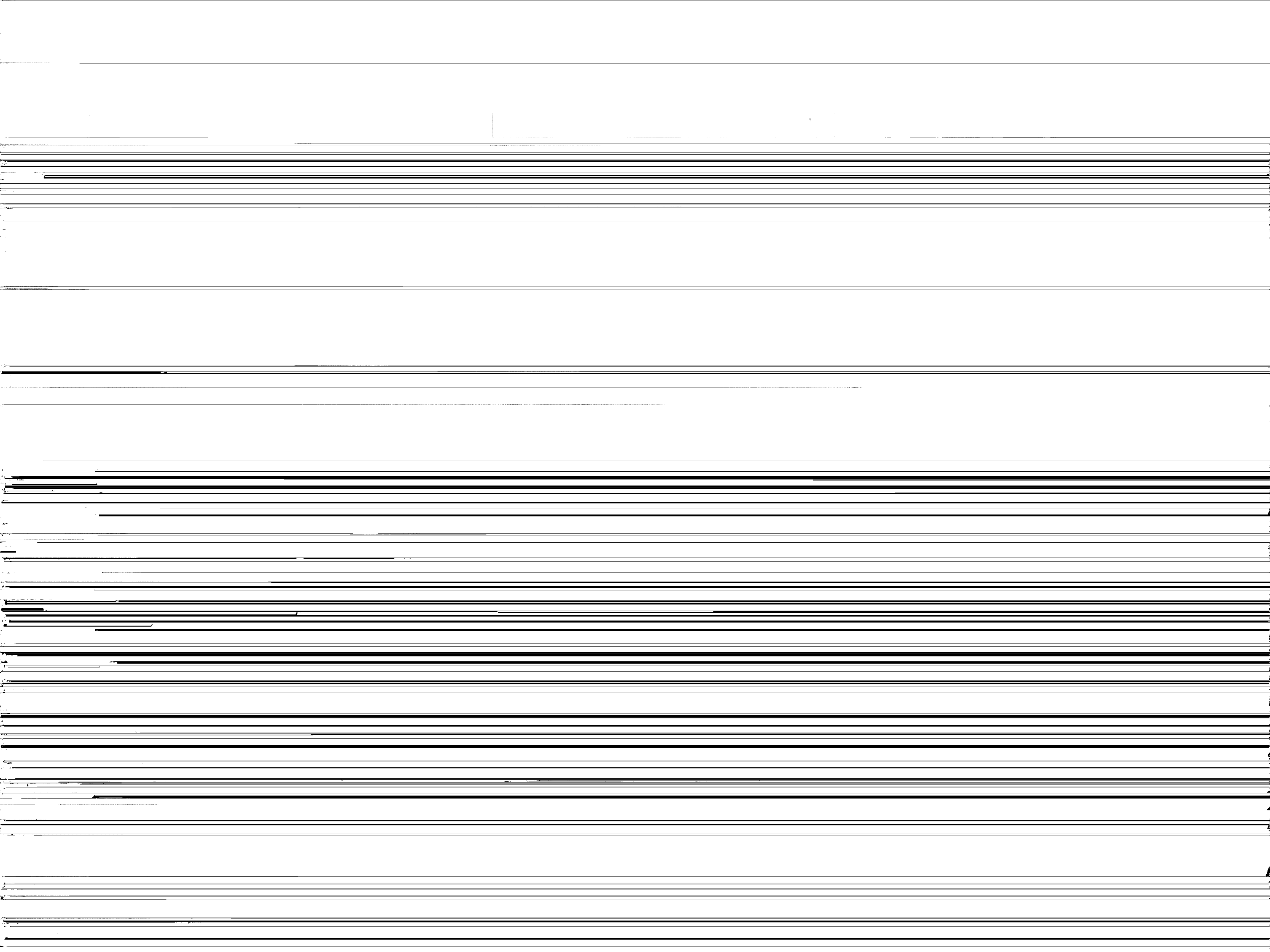
**Reviewed By**

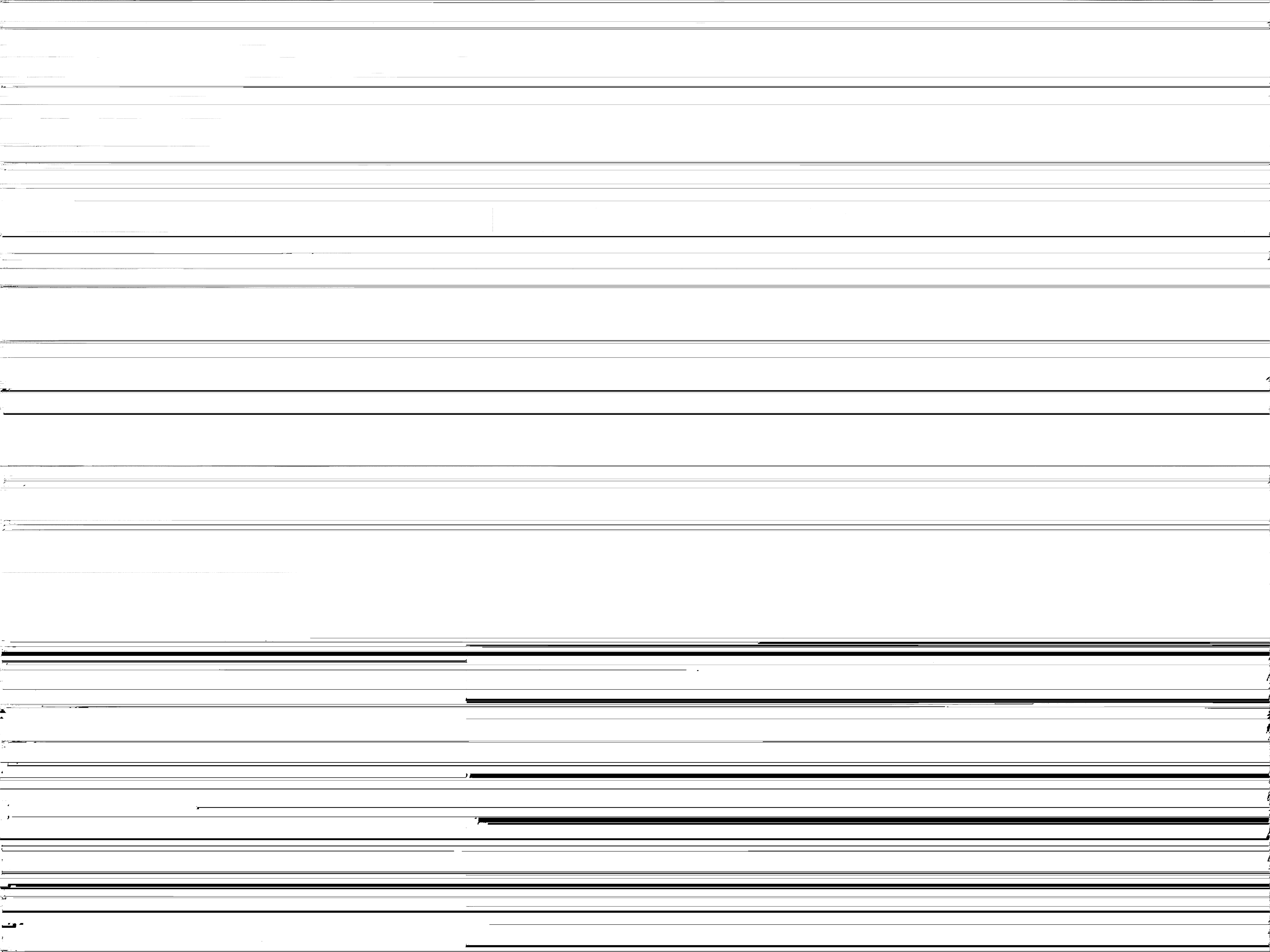
Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 09:50 AM





**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 10/25/2016

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 12A subdivision - Pct 3

**Submitted For:** Joe England

**Submitted By:** Katheryn Cromwell, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 12A subdivision - Pct 3.

**Background**

This is the next section of the Highlands at Mayfield Ranch development. It consists of 58 single-family lots and 2,123 feet of new public roads. Roadway and drainage construction has been completed.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Highlands at Mayfield Ranch Sec 12A

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 10/20/2016

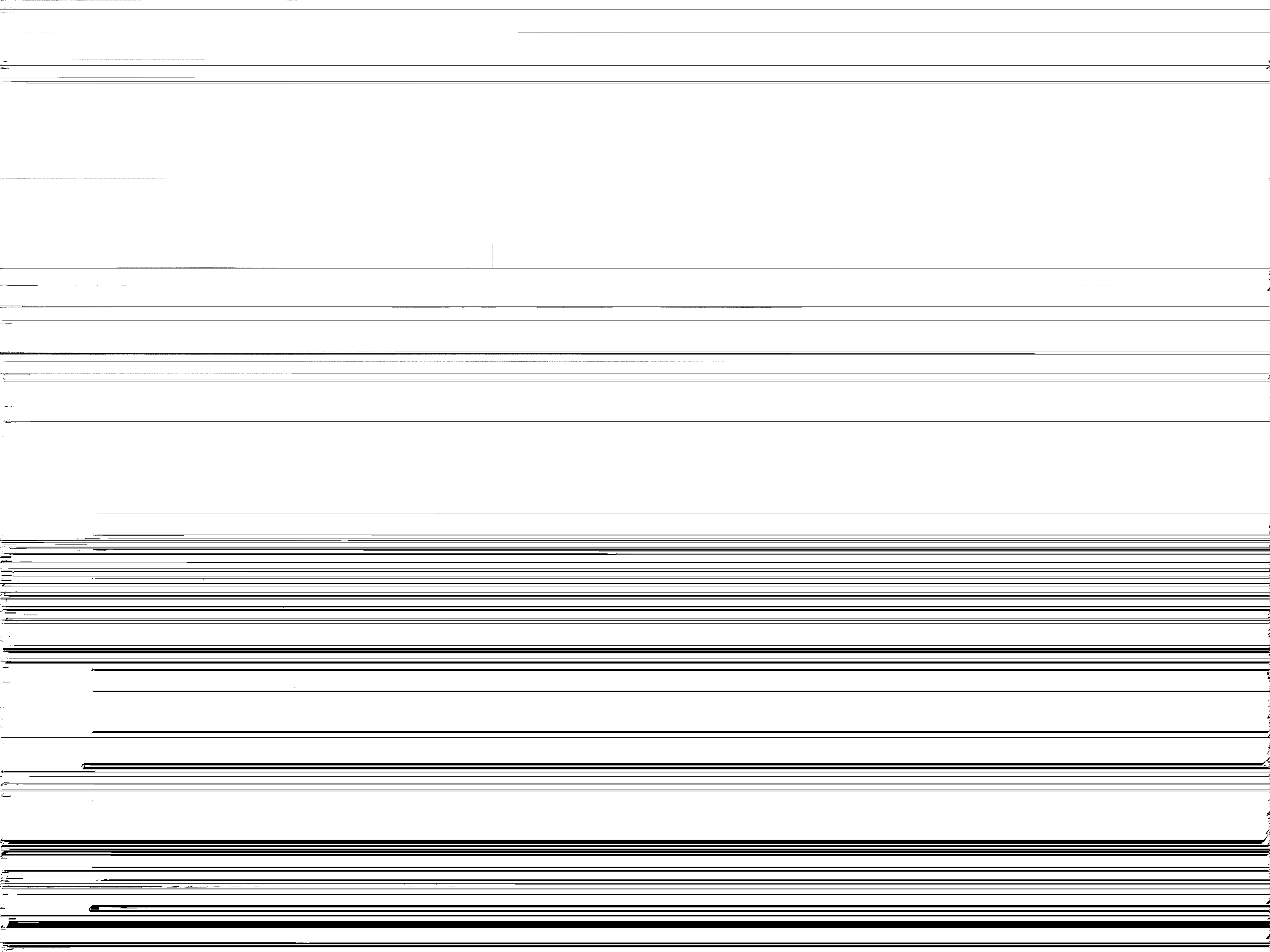
**Reviewed By**

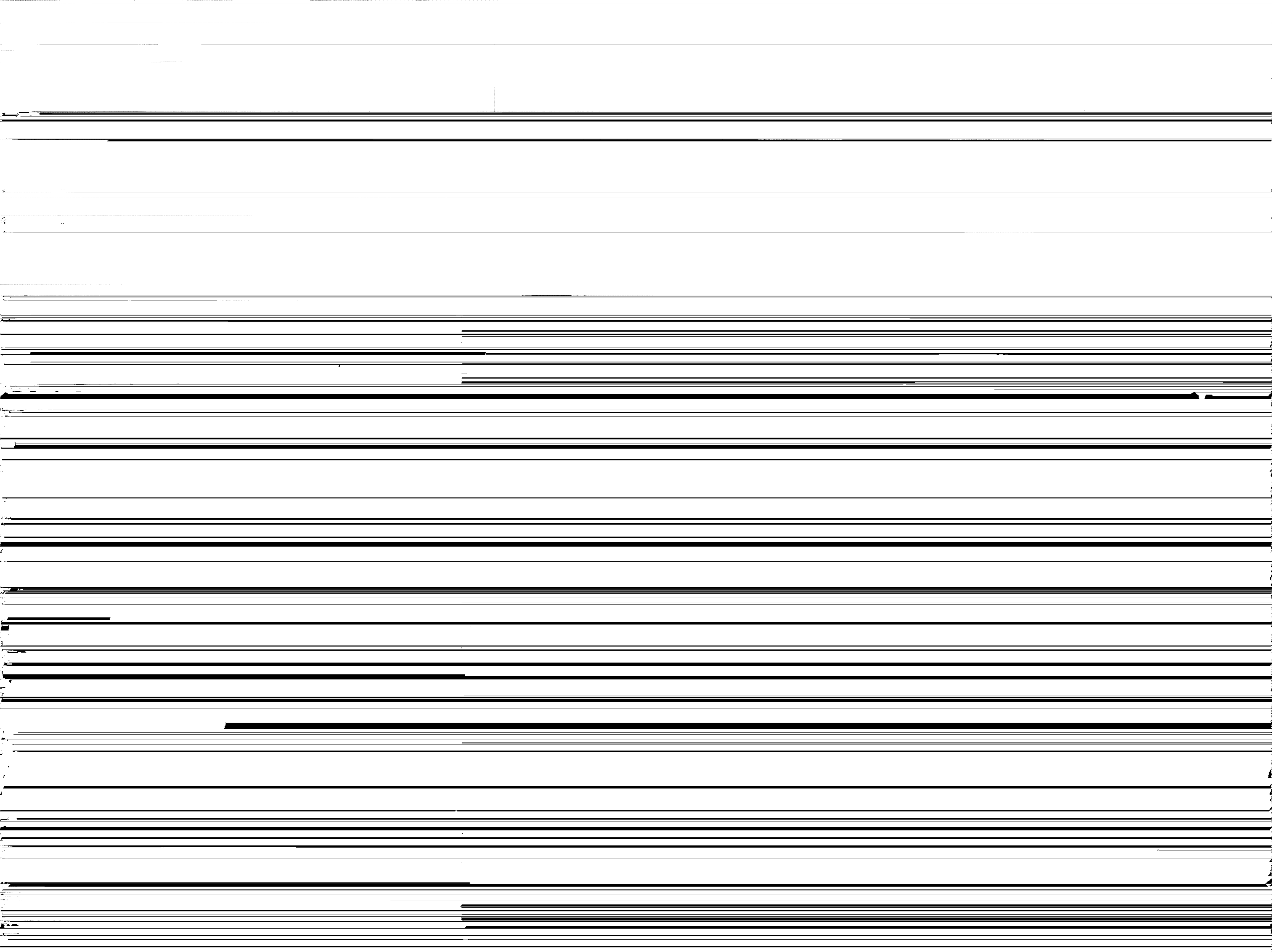
Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 10:12 AM





**Commissioners Court - Regular Session**

14.

**Meeting Date:** 10/25/2016

temporary DNA investigator

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Hear and discuss a final report from the District Attorney's Office on the temporary DNA investigator's review and identification of cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015.

**Background**

The hiring of a temporary DNA investigator was authorized by the Commissioners Court in October of 2015. The investigator has completed his review and Assistant District Attorney John Prezas would like to provide the Commissioners Court a report.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/06/2016

**Reviewed By**

Wendy Coco

**Date**

10/06/2016 02:54 PM

Started On: 10/06/2016 12:15 PM

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 10/25/2016

Schedule

**Submitted By:** Wendy Coco, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Commissioners Court schedule for November 2016, December 2016 and January 2017.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Final Approval Date: 10/17/2016

**Reviewed By**

Wendy Coco

**Date**

10/17/2016 10:49 AM

Started On: 10/17/2016 10:48 AM



**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 10/25/2016

Joanne Land

**Submitted For:** Dan Gattis

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on appointing Joanne Land to the Williamson County and Cities Health District Board.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 10/17/2016

**Reviewed By**

Wendy Coco

**Date**

10/17/2016 10:09 AM

Started On: 10/17/2016 09:50 AM

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 10/25/2016

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

**Submitted For:** Robert Daigh

**Submitted By:** Lydia Linden, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/14/2016

**Reviewed By**

Wendy Coco

**Date**

09/14/2016 04:03 PM

Started On: 09/14/2016 11:56 AM

**Commissioners Court - Regular Session**

18.

**Meeting Date:** 10/25/2016

2013 Park Transfers

**Submitted By:** Jaime Aleman, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the transfers of 2013 Park reallocations in the amount of \$1,802,133.54 from Precinct 4 Hike and Bike Trails (P449) to Precinct 1 Hike and Bike Trails (P446) \$406,401.90, to Precinct 2 Hike and Bike Trails (P447) \$697,865.82 and to Precinct 3 Hike and Bike Trails (P448) \$697,865.82. Transfer \$2,536,180.00 from Precinct 1 Hike and Bike Trails (P446) to Brushy Creek Trail Phase V (P419). Transfer \$400,000.00 from Precinct 2 Hike and Bike Trails (P447) to Bagdad Trail (P454). Transfer \$800,000.00 from Precinct 2 Hike and Bike Trails (P447) to River Ranch County Park (P315).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 10/18/2016

**Reviewed By**

Wendy Coco

**Date**

10/18/2016 09:10 AM

Started On: 10/12/2016 12:21 PM

**Commissioners Court - Regular Session**

19.

**Meeting Date:** 10/25/2016

1512-043 SW Bypass Driveways Change Order No. 1

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -\$2,355.24 for Southwest Bypass Driveways, a Road Bond Project in Commissioner Pct. 3

**Background**

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. Due to quantity differences between field conditions and the plans, the actual embankment placed was 49% more than the bid quantity. Therefore, twenty-one (21) days have been added to the contract time to complete this extra work. Items 260-6002 and 260-6027 relating to Lime Treated Subgrade were not used due to the quality of the embankment material that was delivered to the project.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1512-043 CO No 1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/17/2016 01:08 PM

Received

OCT 14 2016

HNTB Corporation  
Round Rock

Received

OCT 11 2016

WILLIAMSON COUNTY, TEXAS HNTB Corporation

CHANGE ORDER NUMBER: 1

Round Rock

RECEIVED  
OCT 13 2016  
BY: PST

- 1. CONTRACTOR: Smith Contracting Co. Inc.
- 2. Change Order Work Limits: Sta. 68+40 to Sta. 451+26
- 3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 2E, 1A (3 Max. - In order of importance - Primary first)

Project:	<u>1512-043</u>
	<u>Southwest Bypass Driveways</u>
Roadway:	
CSJ Number:	

5. Describe the work being revised:

**2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (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. **1A: Design Error or Omission. Incorrect PS&E.** Due to quantity differences between field conditions and the plans, the actual embankment placed was 49% more than the bid quantity.

- 6. Work to be performed in accordance with Items: see attached
- 7. New or revised plan sheet(s) are attached and numbered: n/a
- 8. New Special Provisions/Specifications to the contract are attached:  Yes  No
- 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>10-10-16</u></p> <p>By <u>Hardin Camp II VP</u></p> <p>Typed/Printed Name <u>HARDIN CAMP</u></p> <p>Typed/Printed Title <u>VP</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>21</u></p> <p>Amount added by this change order: <u>(\$2,355.24)</u></p>
---	--

RECOMMENDED FOR EXECUTION:

James D. K... R.F. 10/13/16  
 Project Manager Date

N/A  
 Design Engineer Date

M. J. ... 10/13/2016  
 Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 2 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 3 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 4 Date  
 APPROVED  REQUEST APPROVAL

County Judge Date  
 APPROVED

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER:   1  

Project #   1512-043  

**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

**TABLE B:** Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	\$25.00	2,500.00	\$62,500.00	1,237.00	3,737.00	\$93,425.00	\$30,925.00
168-WC01	VEGETATIVE WATERING	MG	\$20.00	83.00	\$1,660.00	(83.00)	0.00	\$0.00	(\$1,660.00)
260-6002	LIME (HYDRATED LIME)(SLURRY)	TON	\$155.00	27.00	\$4,185.00	(27.00)	0.00	\$0.00	(\$4,185.00)
260-6027	LIME TRT (EXIST MATL)(8")	SY	\$7.00	1,510.00	\$10,570.00	(1,510.00)	0.00	\$0.00	(\$10,570.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$8.00	302.00	\$2,416.00	(77.00)	225.00	\$1,800.00	(\$616.00)
316-6001	ASPH (MULTI OPTION)	GAL	\$8.00	378.00	\$3,024.00	(3.00)	375.00	\$3,000.00	(\$24.00)
340-6239	D-GR HMA(SQ) TY-B SAC-B PG 64-22	TON	\$100.00	888.00	\$88,800.00	(11.34)	876.66	\$87,666.00	(\$1,134.00)
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$1,400.00	4.00	\$5,600.00	1.00	5.00	\$7,000.00	\$1,400.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$90.00	10.00	\$900.00	(10.00)	0.00	\$0.00	(\$900.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$45.00	10.00	\$450.00	(10.00)	0.00	\$0.00	(\$450.00)
506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	\$17.00	156.00	\$2,652.00	(156.00)	0.00	\$0.00	(\$2,652.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$6.00	156.00	\$936.00	(156.00)	0.00	\$0.00	(\$936.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$2.50	541.00	\$1,352.50	(4.00)	537.00	\$1,342.50	(\$10.00)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.90	541.00	\$486.90	(4.00)	537.00	\$483.30	(\$3.60)
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	\$45.00	60.00	\$2,700.00	(26.00)	34.00	\$1,530.00	(\$1,170.00)
6120-6001	DEAD END ROADWAY BARRICADE	LF	\$22.00	40.00	\$880.00	(40.00)	0.00	\$0.00	(\$880.00)
999-WC01	FORCE ACCOUNT 1	DOL	\$1.00	15,000.00	\$15,000.00	(9,489.64)	5,510.36	\$5,510.36	(\$9,489.64)
<b>TOTALS</b>					\$204,112.40			\$201,757.16	(\$2,355.24)

# CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&amp;E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&amp;E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other</p>
<p>3. County Convenience</p>	<p>3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other</p>
<p>4. Third Party Accommodation</p>	<p>4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other</p>
<p>5. Contractor Convenience</p>	<p>5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other</p>
<p>6. Untimely ROW/Utilities</p>	<p>6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other</p>

**Williamson County Road Bond Program**

**Southwest Bypass Driveways  
Williamson County Project No. 1512-043**

**Change Order No. 1**

**Reason for Change**

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. Due to quantity differences between field conditions and the plans, the actual embankment placed was 49% more than the bid quantity. Therefore, twenty-one (21) days have been added to the contract time to complete this extra work. Items 260-6002 and 260-6027 relating to Lime Treated Subgrade were not used due to the quality of the embankment material that was delivered to the project.

This Change Order results in a net decrease of \$2,355.24 to the Contract amount, for an adjusted Contract total of \$287,626.66. The original Contract amount was \$289,981.90. As a result of this and all Change Orders to-date, \$2,355.24 has been deducted from the Contract, resulting in a 1% net decrease in the Contract cost. Twenty-one (21) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.



## Dawn Haggard

---

**From:** Billy Huggins  
**Sent:** Friday, August 12, 2016 8:06 AM  
**To:** Clayton Weber  
**Subject:** RE: SW 35 ByPass CAD File Attached

Clayton,

I have verified, based on the attached CADD file, the submitted quantity of 3737 CY of embankment and 43 CY of excavation is correct.

Billy L. Huggins  
Senior Roadway Design Specialist

### HNTB Corporation

Main (512) 744-9082x16713 Direct (512) 527-6713  
101 East Old Settlers Blvd, Suite 100, Round Rock, TX 78664 [www.hntb.com](http://www.hntb.com)

 **100 YEARS OF INFRASTRUCTURE SOLUTIONS**

---

**From:** Clayton Weber  
**Sent:** Thursday, August 11, 2016 3:54 PM  
**To:** Billy Huggins  
**Subject:** FW: SW 35 ByPass CAD File Attached

See if this works

---

**From:** Eagle Eye [\[mailto:eagle@eecl.us\]](mailto:eagle@eecl.us)  
**Sent:** Thursday, August 11, 2016 3:29 PM  
**To:** Clayton Weber  
**Cc:** Coy Lechow  
**Subject:** RE: SW 35 ByPass CAD File Attached

I attached a DGN File for you .

*Thanks,*

*Brian Wyatt*

**O: (512) 494-4468**

**M: (512) 569-9484**

[Eagle Eye Construction Layout](#)

3000 Joe Dimaggio Blvd Suite #84

Round Rock TX, 78665



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---

**From:** Clayton Weber [<mailto:cweber@HNTB.com>]  
**Sent:** Thursday, August 11, 2016 3:13 PM  
**To:** Eagle Eye <[eagle@eecl.us](mailto:eagle@eecl.us)>  
**Cc:** Coy Lechow <[coylechow@smithcontinc.com](mailto:coylechow@smithcontinc.com)>  
**Subject:** RE: SW 35 ByPass CAD File Attached

The pdf you sent was a nice picture of the points and the lines but does not include enough information to calculate/confirm quantities.

---

**From:** Eagle Eye [<mailto:eagle@eecl.us>]  
**Sent:** Wednesday, August 10, 2016 4:05 PM  
**To:** Clayton Weber  
**Cc:** Coy Lechow  
**Subject:** RE: SW 35 ByPass CAD File Attached

Sketch Attached

*Thanks,*

*Brian Wyatt*  
**O: (512) 494-4468**  
**M: (512) 569-9484**  
[Eagle Eye Construction Layout](#)  
3000 Joe Dimaggio Blvd Suite #84  
Round Rock TX, 78665



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---

**From:** Eagle Eye  
**Sent:** Wednesday, August 10, 2016 3:32 PM  
**To:** 'cweber@hntb.com' <[cweber@hntb.com](mailto:cweber@hntb.com)>  
**Cc:** 'Coy Lechow' <[coylechow@smithcontinc.com](mailto:coylechow@smithcontinc.com)>  
**Subject:** SW 35 ByPass CAD File Attached

Clayton,

I attached a CAD File that has the surface model built in it . Let me know if you have any issues . We use 2017 Civil 3D .

*Thanks,*

*Brian Wyatt*

**O: (512) 494-4468**

**M: (512) 569-9484**

Eagle Eye Construction Layout

3000 Joe Dimaggio Blvd Suite #84

Round Rock TX, 78665



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**Commissioners Court - Regular Session**

20.

**Meeting Date:** 10/25/2016

1604-075 CR 110 South Utility Joint Use Agreement

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between SuddenLink and Williamson County for utility relocation on CR 110 South, a Road Bond Project in Commissioner Pct. 4.

**Background**

SuddenLink has existing facilities inside the CR 110 South right-of-way, which are in conflict with the proposed construction. The Joint Use Agreement allows SuddenLink to relocate their facilities in the proposed right-of-way. This relocation is not reimbursable.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[1604-075 CR 110 South Utility Joint Use Agmt](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/19/2016 10:17 AM

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 110 South- SuddenLink

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: CR 110 South:  
From U.S. 79 to North of Limmer Loop

**WHEREAS**, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

**WHEREAS**, SuddenLink, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 14<sup>th</sup> day of DECEMBER, 2016, or on location sketches attached hereto except as provided below;

**NOW, THEREFORE**, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

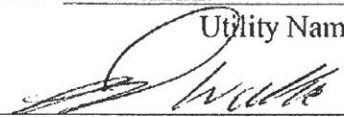
In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: SuddenLink

Williamson County

Utility Name

By 

By \_\_\_\_\_

Authorized Signature

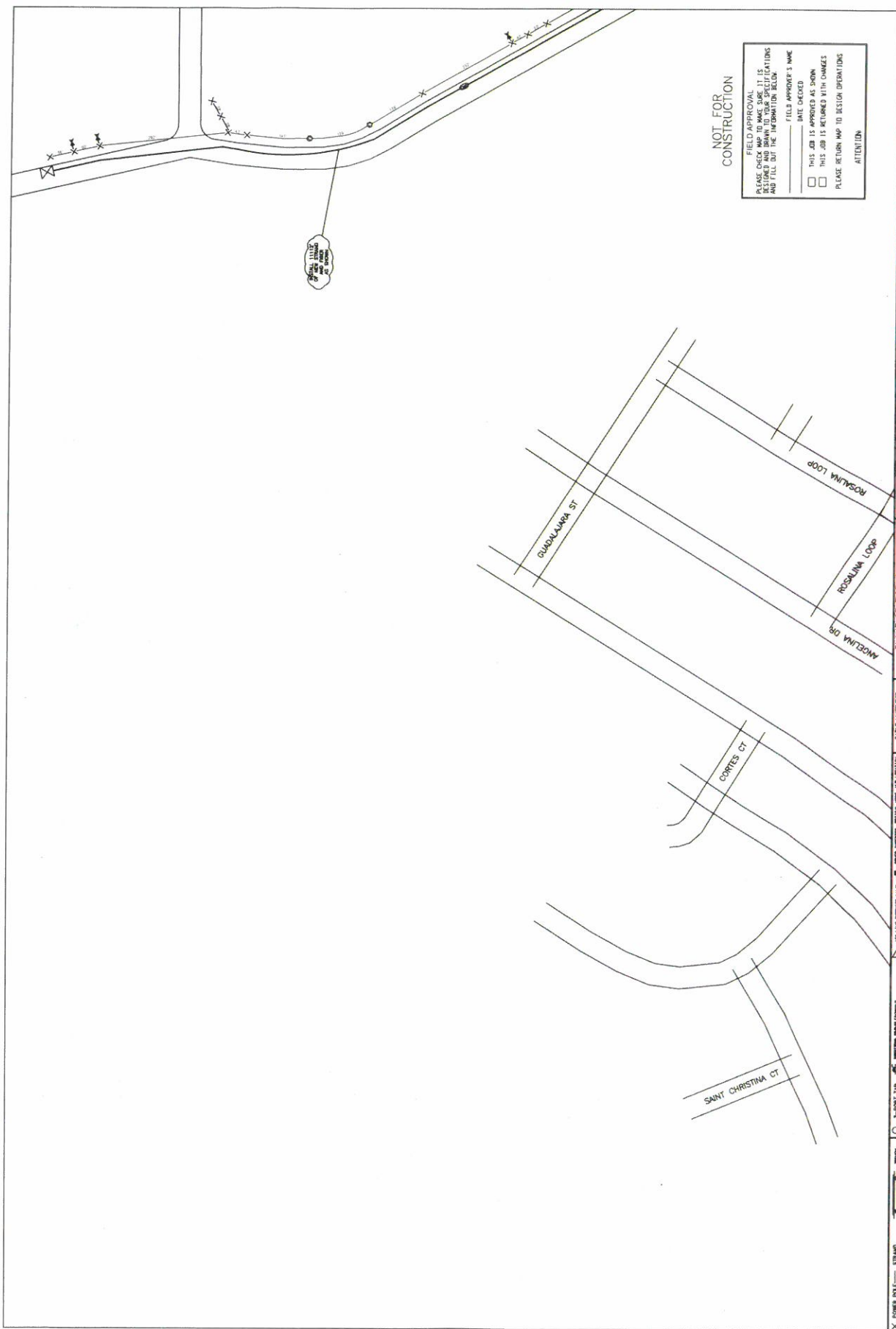
Authorized Signature

Title: MANAGER CONSTRUCTION

Title: Williamson County Judge

Date: 10/14/16

Date: \_\_\_\_\_



**PLANT STATISTICS**

ITEM	QUANTITY	REMARKS
1" POLY	0	
2" POLY	0	
3" POLY	0	
4" POLY	0	
6" POLY	0	
8" POLY	0	
12" POLY	0	
18" POLY	0	
24" POLY	0	
30" POLY	0	
36" POLY	0	
42" POLY	0	
48" POLY	0	
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1500" POLY	0	

**PROJECT NO.** \_\_\_\_\_

**SYSTEM:** GEORGETOWN TX

**MAP #:** GE408BLU

**SHEET NO.:** 01

**REVISION DATE:** 07/28/16

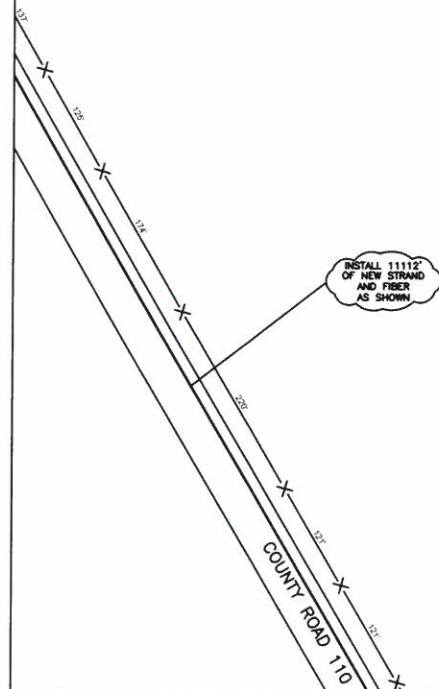
**RTB #:** 3101514

**PROJECT NAME:** CR. 110 RELOCATE

**PROJECT NUMBER:** 3101514

COLUMBIER CLAD 09

COLUMBIER CLAD 09



NOT FOR CONSTRUCTION

FIELD APPROVAL

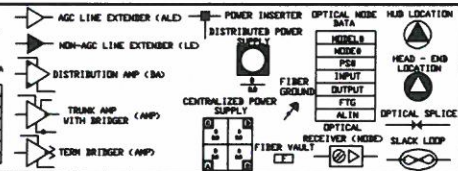
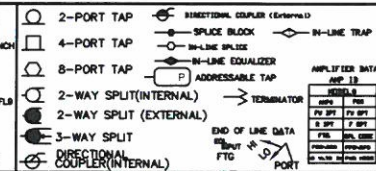
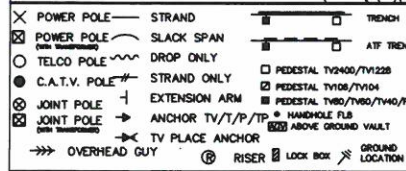
PLEASE CHECK MAP TO MAKE SURE IT IS DESIGNED AND DRAWN TO YOUR SPECIFICATIONS AND FILL OUT THE INFORMATION BELOW.

FIELD APPROVER'S NAME \_\_\_\_\_ DATE CHECKED \_\_\_\_\_

- THIS JOB IS APPROVED AS SHOWN
- THIS JOB IS RETURNED WITH CHANGES

PLEASE RETURN MAP TO DESIGN OPERATIONS

ATTENTION:



CABLE LINETYPES		PLANT STATISTICS	
TYPE	FIBER COUNT	RES.PAS.	COMM. UTS.
AERIAL	1,180	0	0
UNDERGROUND	1,125	0	0
TOTALS	2,305	0	0

PROJECT NO.	RTB #:	3101514
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SYSTEM:	GEORGETOWN, TX
MAP #:	GE4089-BLU
REVISION DATE:	07/28/16

**suddenlink**  
Life Connected

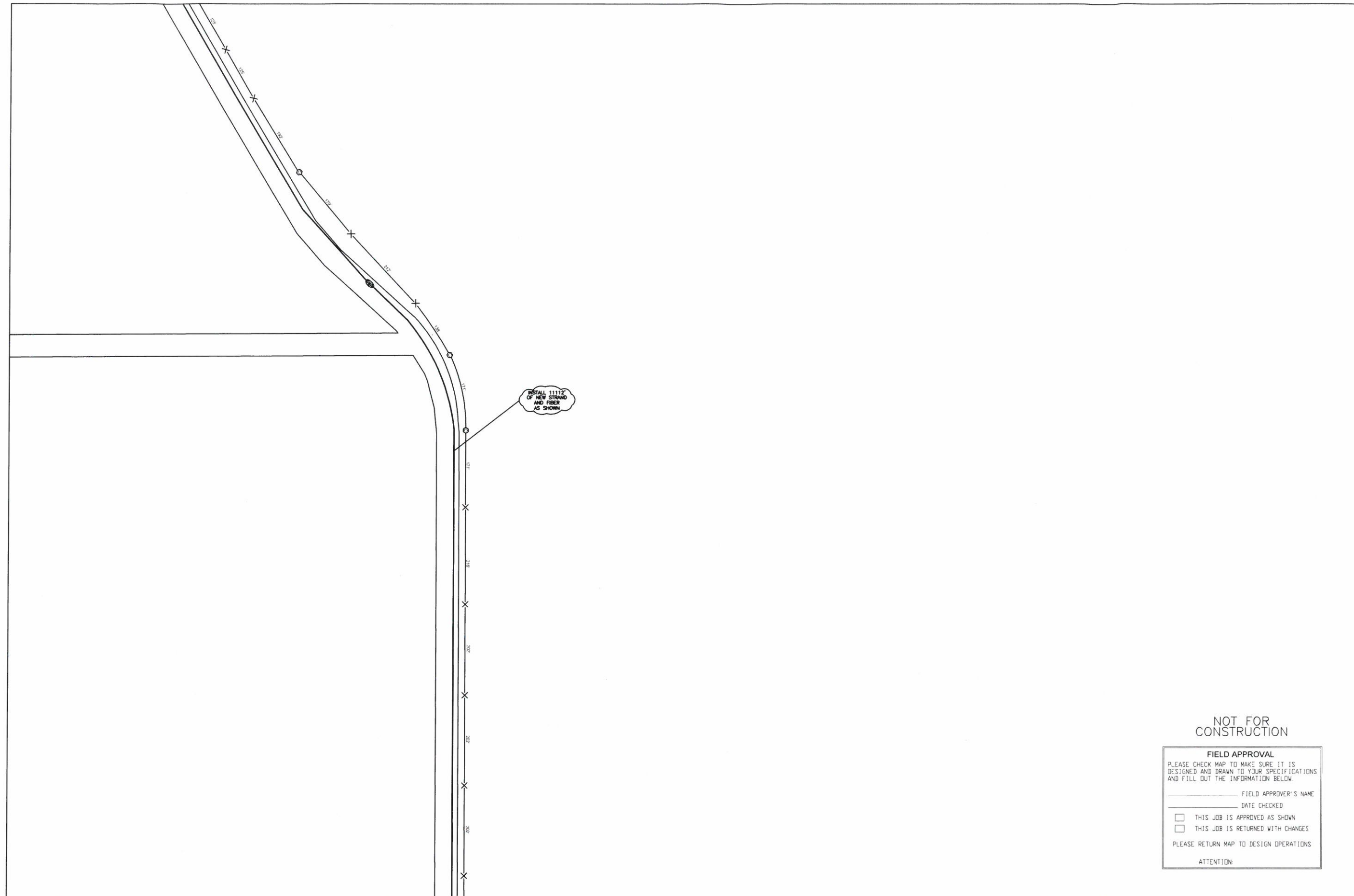
PROJECT NAME  
C.R. 110 RELOCATE

PROJECT NUMBER  
3101514

02
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NOT FOR CONSTRUCTION

**FIELD APPROVAL**  
 PLEASE CHECK MAP TO MAKE SURE IT IS DESIGNED AND DRAWN TO YOUR SPECIFICATIONS AND FILL OUT THE INFORMATION BELOW.

\_\_\_\_\_ FIELD APPROVER'S NAME  
 \_\_\_\_\_ DATE CHECKED

THIS JOB IS APPROVED AS SHOWN  
 THIS JOB IS RETURNED WITH CHANGES

PLEASE RETURN MAP TO DESIGN OPERATIONS

ATTENTION:

<p>POWER POLE (STRAND ONLY)</p> <p>SLACK SPAN</p> <p>TELCO POLE</p> <p>C.A.T.V. POLE</p> <p>JOINT POLE</p> <p>JOINT POLE</p> <p>OVERHEAD GUY</p>	<p>STRAND</p> <p>DROP ONLY</p> <p>STRAND ONLY</p> <p>EXTENSION ARM</p> <p>ANCHOR TV/T/P/TP</p> <p>TV PLACE ANCHOR</p>	<p>TRENCH</p> <p>A/T TRENCH</p> <p>PEDESTAL TV2400/TV1228</p> <p>PEDESTAL TV100/TV104</p> <p>PEDESTAL TV60/TV60/TV40/FLS</p> <p>HANDHOLE FLS</p> <p>ARCHE GROUND VAULT</p>	<p>2-PORT TAP</p> <p>4-PORT TAP</p> <p>8-PORT TAP</p> <p>2-WAY SPLIT (INTERNAL)</p> <p>2-WAY SPLIT (EXTERNAL)</p> <p>3-WAY SPLIT</p> <p>DIRECTIONAL COUPLER (INTERNAL)</p>	<p>BI-DIRECTIONAL COUPLER (EXTERNAL)</p> <p>IN-LINE TRAP</p> <p>IN-LINE EQUALIZER</p> <p>ADDRESSABLE TAP</p> <p>AMPLIFIER DATA</p> <p>TERMINATOR</p> <p>END OF LINE DATA</p> <p>PORT</p>	<p>AGC LINE EXTENDER (ALED)</p> <p>NON-AGC LINE EXTENDER (LED)</p> <p>DISTRIBUTION AMP (DA)</p> <p>TRUNK AMP WITH BRINGER (AMP)</p> <p>TRM BRINGER (AMP)</p> <p>POWER INSERTER</p> <p>DISTRIBUTED POWER SUPPLY</p> <p>CENTRALIZED POWER SUPPLY</p> <p>FIBER GROUND</p> <p>FIBER VAULT</p> <p>RECEIVER (MED)</p> <p>OPTICAL SPLICER</p> <p>SLACK LOOP</p>	<p>OPTICAL NODE HUB LOCATION DATA</p> <p>HEAD - END LOCATION</p> <p>ALIM</p> <p>OPTICAL</p>	<p><b>CABLE LINETYPES</b></p> <table border="1"> <tr><th>INFO</th><th>FIBER COUNT</th></tr> <tr><td>1.180</td><td>1.180</td></tr> <tr><td>1.135</td><td>1.135</td></tr> <tr><td>1.090</td><td>1.090</td></tr> <tr><td>.975</td><td>.975</td></tr> <tr><td>.860</td><td>.860</td></tr> <tr><td>.840</td><td>.840</td></tr> <tr><td>.750</td><td>.750</td></tr> <tr><td>.625</td><td>.625</td></tr> <tr><td>.540</td><td>.540</td></tr> <tr><td>.500</td><td>.500</td></tr> <tr><td>.412</td><td>.412</td></tr> <tr><td>.225FF</td><td>.225FF</td></tr> </table>	INFO	FIBER COUNT	1.180	1.180	1.135	1.135	1.090	1.090	.975	.975	.860	.860	.840	.840	.750	.750	.625	.625	.540	.540	.500	.500	.412	.412	.225FF	.225FF	<p><b>PLANT STATISTICS</b></p> <table border="1"> <thead> <tr> <th></th> <th>HMS.PAS.</th> <th>COMM. UTS.</th> <th>VAC. LOTS</th> <th>FTG.</th> </tr> </thead> <tbody> <tr><td>AERIAL</td><td>0</td><td>0</td><td>0</td><td>2,136</td></tr> <tr><td>UNDERGROUND</td><td>0</td><td>0</td><td>0</td><td>0</td></tr> <tr><td>TOTALS</td><td>0</td><td>0</td><td>0</td><td>2,136</td></tr> </tbody> </table> <table border="1"> <thead> <tr> <th></th> <th>COMPLEX</th> <th>BLDG.</th> <th>UNITS</th> <th>FTG.</th> </tr> </thead> <tbody> <tr><td>AERIAL MEDIA</td><td>0</td><td>0</td><td>0</td><td>0</td></tr> <tr><td>UNDERGROUND MEDIA</td><td>0</td><td>0</td><td>0</td><td>0</td></tr> <tr><td>TOTALS</td><td>0</td><td>0</td><td>0</td><td>0</td></tr> </tbody> </table>		HMS.PAS.	COMM. UTS.	VAC. LOTS	FTG.	AERIAL	0	0	0	2,136	UNDERGROUND	0	0	0	0	TOTALS	0	0	0	2,136		COMPLEX	BLDG.	UNITS	FTG.	AERIAL MEDIA	0	0	0	0	UNDERGROUND MEDIA	0	0	0	0	TOTALS	0	0	0	0	<p>PROJECT NO.</p> <p>SYSTEM: GEORGETOWN, TX</p> <p>MAP #: GE4089-BLU</p> <p>SHEET # OF #</p> <p>03 OF 007</p> <p>REVISION DATE: 07/28/16</p> <p>RTB #: 3101514</p>	<p>PROJECT NAME: C.R. 110 RELOCATE</p> <p>PROJECT NUMBER: 3101514</p>	<p>03</p>	
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COUNTY ROAD 110

COUNTY ROAD 110

INSTALL 11112' OF NEW STRAND AND FIBER AS SHOWN

NOT FOR CONSTRUCTION

FIELD APPROVAL

PLEASE CHECK MAP TO MAKE SURE IT IS DESIGNED AND DRAWN TO YOUR SPECIFICATIONS AND FILL OUT THE INFORMATION BELOW.

\_\_\_\_\_ FIELD APPROVER'S NAME

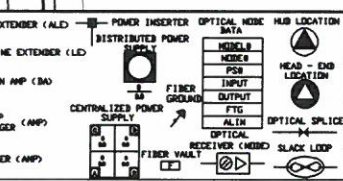
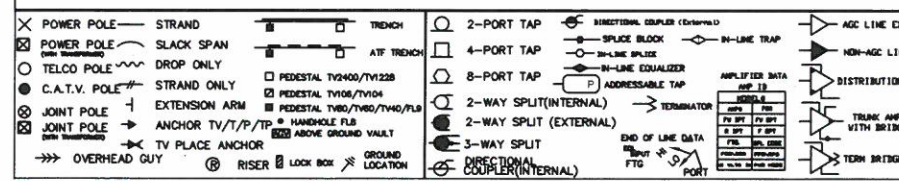
\_\_\_\_\_ DATE CHECKED

THIS JOB IS APPROVED AS SHOWN

THIS JOB IS RETURNED WITH CHANGES

PLEASE RETURN MAP TO DESIGN OPERATIONS

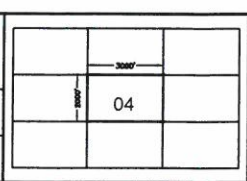
ATTENTION:



CABLE LINETYPES		PLANT STATISTICS	
FIBER COUNT	FIBER TYPE	IN/PAS	CONNL. UTL.
1,160	ADIRAL	0	0
1,125	UNDERGROUND	0	0
1,000	TOTALS	0	0
275			
880			
840			
790			
625			
565			
540			
500			
412			
825PF			

PROJECT NO.	MAP #	REVISION DATE
	GE4089-BLU	07/28/16

SYSTEM	PROJECT NAME	PROJECT NUMBER
GEORGETOWN, TX	C.R. 110 RELOCATE	3101514

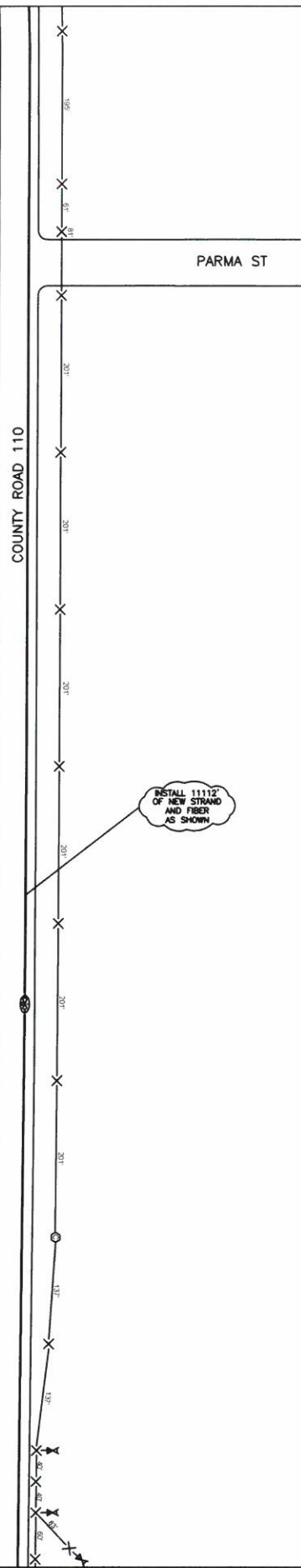


RTB #: 3101514

REVISION DATE: 07/28/16

PROJECT NAME:  
C.R. 110 RELOCATE  
PROJECT NUMBER  
3101514

04



**E**  
NOT FOR  
CONSTRUCTION

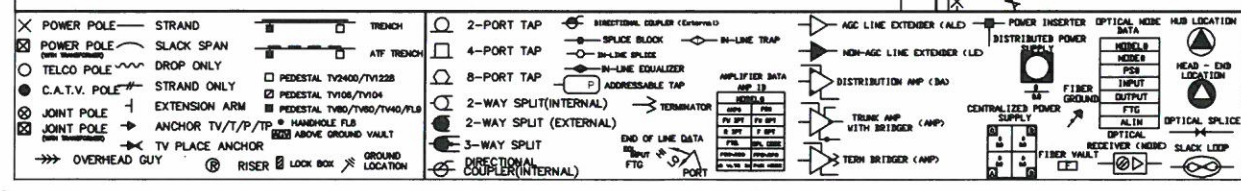
**FIELD APPROVAL**  
PLEASE CHECK MAP TO MAKE SURE IT IS DESIGNED AND DRAWN TO YOUR SPECIFICATIONS AND FILL OUT THE INFORMATION BELOW.

FIELD APPROVER'S NAME \_\_\_\_\_  
DATE CHECKED \_\_\_\_\_

THIS JOB IS APPROVED AS SHOWN  
 THIS JOB IS RETURNED WITH CHANGES

PLEASE RETURN MAP TO DESIGN OPERATIONS

ATTENTION:



**CABLE LINETYPES**

INFO	FIBER COUNT
1-160	1-160
1-125	1-125
1-200	1-200
4-75	4-75
8-50	8-50
24-40	24-40
72-20	72-20
144-10	144-10
432-3	432-3

**PLANT STATISTICS**

	HMLPAS	COMM. UTS.	VAC. LOTS	FTD.
AERIAL	0	0	0	2,000
UNDERGROUND	0	0	0	0
TOTALS	0	0	0	2,000
	COMPLEX	BLDG.	UNITS	FTD.
AERIAL MESH	0	0	0	0
UNDERGROUND MESH	0	0	0	0
TOTALS	0	0	0	0

PROJECT NO. \_\_\_\_\_

SYSTEM: GEORGETOWN, TX

MAP #: GE4089-BLU

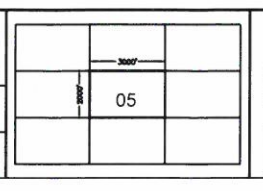
REVISION DATE: 07/28/16

RTB #: 3101514

**suddenlink**  
Life Connected

PROJECT NAME:  
C.R. 110 RELOCATE

PROJECT NUMBER:  
3101514



COUNTY ROAD 110

INSTALL 11112 OF NEW STRAND AND FIBER AS SHOWN

NOT FOR CONSTRUCTION

FIELD APPROVAL

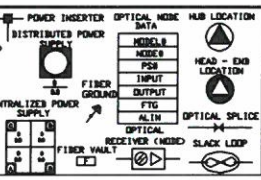
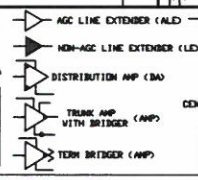
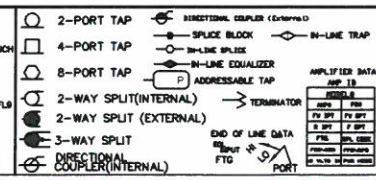
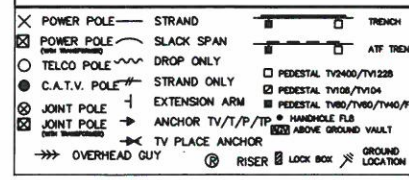
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FIELD APPROVER'S NAME \_\_\_\_\_ DATE CHECKED \_\_\_\_\_

THIS JOB IS APPROVED AS SHOWN  
 THIS JOB IS RETURNED WITH CHANGES

PLEASE RETURN MAP TO DESIGN OPERATIONS

ATTENTION:



CABLE LINETYPES

TYPE	QUANTITY
1190	
1135	
1000	
875	
850	
750	
625	
585	
540	
500	
412	
825PF	

PLANT STATISTICS

	HMS.PAS.	COMM. UTIL.	VAC. LOTS	FTG.
AERIAL	0	0	0	2,006
UNDERGROUND	0	0	0	0
TOTALS	0	0	0	2,006

	COMPLEX	BLDS.	UNITS	FTG.
AERIAL MDU	0	0	0	0
UNDERGROUND MDU	0	0	0	0
TOTALS	0	0	0	0

PROJECT NO. \_\_\_\_\_

RTB #: 3101514

SYSTEM: GEORGETOWN, TX

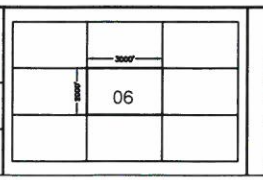
MAP #: GE4089-BLU

SHEET # OF # 06 OF 007

REVISION DATE: 07/28/16

PROJECT NAME: C.R. 110 RELOCATE

PROJECT NUMBER: 3101514





CR 110

US 79

INSTALL 11112 OF NEW STRAND AND FIBER AS SHOWN

**E**  
NOT FOR  
CONSTRUCTION

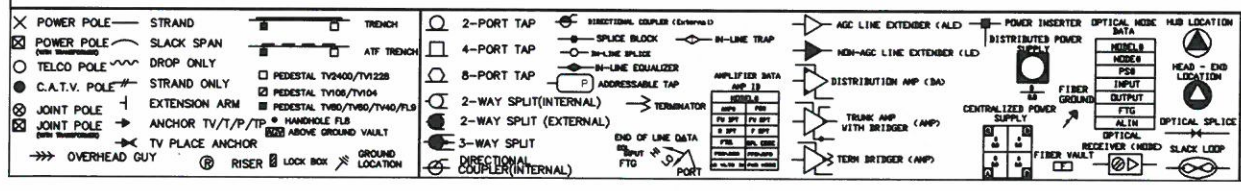
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\_\_\_\_ DATE CHECKED

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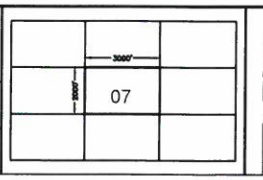
ATTENTION:

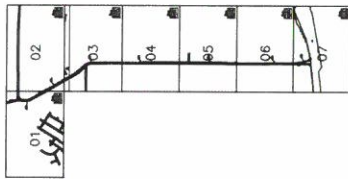


CABLE LINETYPES		PLANT STATISTICS	
FIBER COUNT	FTG.	HWS/PAS.	COMM. UTS.
1,190	3,648	0	0
1,125	0	0	0
1,000	0	0	0
875	0	0	0
540	0	0	0
340	0	0	0
225	0	0	0
540	0	0	0
500	0	0	0
412	0	0	0
2,297	0	0	0

PROJECT NO.	MAP #:	SYSTEM:
	GE4089-BLU	GEORGETOWN, TX
RTB #:	3101514	REVISION DATE:
		07/28/16

MAP #:	SHEET # OF #
GE4089-BLU	07 OF 007
PROJECT NAME:	C.R. 110 RELOCATE
PROJECT NUMBER:	3101514





**Legend:**

- 2-PORT TAP
- 3-PORT TAP
- 4-PORT TAP
- 5-PORT TAP
- 6-PORT TAP
- 7-PORT TAP
- 8-PORT TAP
- 9-PORT TAP
- 10-PORT TAP
- 11-PORT TAP
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- 95-PORT TAP
- 96-PORT TAP
- 97-PORT TAP
- 98-PORT TAP
- 99-PORT TAP
- 100-PORT TAP

**PLANT STATISTICS**

PROJECT NO.	RTB #	REVISION DATE	MAP #	SECTION	SYSTEM
3010514	3010514	07/28/16	0	II (I II)	GEORGETOWN, TX

**PROJECT INFORMATION:**

PROJECT NAME: C.R. 110, RELOCATE  
PROJECT NUMBER: 3101514

**GRID:**

**Logo:** suddenlink

Ms. Wendy Coco  
Williamson County Judge's Office  
County Courthouse  
710 Main Street, Ste. 101  
Georgetown, TX 78626



## 10/25/2016 AGENDA ITEMS

Dear Ms. Coco,

The following item has been placed on the Court Agenda. Five originals of the following are attached.

- CR 110 South Utility Joint Use Agreement – SuddenLink

Once approved by the Court, please have the Judge sign in the indicated areas. **The signed originals will need to be returned to HNTB for further processing.** Once signed, please place in HNTB's folder and we will arrange for pick-up.

Thank you.

Best regards,

A handwritten signature in blue ink that reads "Eddie Church".

Eddie R. Church, P.E.  
Project Manager

## LETTER OF TRANSMITTAL

To: HNTB  
101 East Old Settlers Blvd. Suite100  
Round Rock, Texas 78664

Date: October 17, 2016  
CobbFendley Job: \_\_\_\_\_  
Re: CR 110 South  
SuddenLink's UJUA

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: Hand delivered

Prints       Originals       Other \_\_\_\_\_

QUANTITY	DESCRIPTION
5	SuddenLink's UJUA

PURPOSE OF TRANSMITTAL:

- For Approval       For Your Use  
 As Requested       For Review & Comment

**Received**  
**OCT 17 2016**  
HNTB Corporation  
Round Rock

Mr. Church:

We have reviewed and recommend execution of SuddenLink's UJUA.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED *Melissa Horn*  
Melissa Horn, Principal



**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 10/25/2016

1608-108 RM 620 Phase 3 Notice of Intent

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) for RM 620 Phase 2, a Road Bond Project in Commissioner Pct.1.

**Background**

Williamson County must submit a NOI to obtain coverage under TPDES General Permit No. TXR150000, as required by the Texas Commission on Environmental Quality (TCEQ), before commencing site disturbing activities on any construction project that will disturb more than five (5) acres of land.

**Fiscal Impact**

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

**Attachments**

[1608-108 RM 620 Ph 2 NOI](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/19/2016 10:24 AM



# TCEQ Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

### IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain all you filled out all required information. Incomplete applications **WILL** delay approval or result in automatic denial.
- Once processed your permit can be viewed at:  
[http://www2.tceq.texas.gov/wq\\_dpa/index.cfm](http://www2.tceq.texas.gov/wq_dpa/index.cfm)

**ePERMITS:** Sign up now for online NOI: <https://www3.tceq.texas.gov/steers/index.cfm>  
Pay a \$225 reduced application fee by using ePermits.

### APPLICATION FEE:

- You must pay the **\$325** Application Fee to TCEQ for the paper application to be complete.
  - Payment and NOI must be mailed to separate addresses.
  - Did you know you can pay on line?
    - Go to <https://www3.tceq.texas.gov/epay/index.cfm>
    - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
  - **Provide your payment information below, for verification of payment:**
    - Mailed      Check/Money Order No.: \_\_\_\_\_  
Name Printed on Check: \_\_\_\_\_
    - EPAY      Voucher No.: \_\_\_\_\_
- Is the Payment Voucher copy attached?       Yes

**RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization? (Note: A permit cannot be renewed after June 3, 2013.)**

- Yes      The Permit number is: TXR15\_\_\_\_\_
- (If a permit number is not provided, a new number will be assigned.)**
- No

### 1) OPERATOR (Applicant)

**a)** If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:  
<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN 600897888

**b)** What is the Legal Name of the entity (applicant) applying for this permit?  
Williamson County  
(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

**c)** What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC 305.44(a).  
Prefix (Mr. Ms. Miss): Judge  
First/Last Name: Dan A. Gattis Suffix: \_\_\_\_\_  
Title: County Judge Credential: \_\_\_\_\_

**d)** What is the Operator Contact's (Responsible Authority) contact information and mailing address as recognized by the US Postal Service (USPS)? You may verify the address at: <http://zip4.usps.com/zip4/welcome.jsp>  
Phone #: (512) 744-9082 ext: \_\_\_\_\_ Fax #: \_\_\_\_\_  
E-mail: roads@wilco.org  
Mailing Address: 101 E. Old Settlers Blvd., Suite 100  
Internal Routing (Mail Code, Etc.): \_\_\_\_\_  
City: Round Rock State: TX ZIP Code: 78664  
If outside USA: Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**e)** Indicate the type of Customer (The instructions will help determine your customer type):  
 Individual  Limited Partnership  Sole Proprietorship-DBA  
 Joint Venture  General Partnership  Corporation  
 Trust  Estate  Federal Government  
 State Government  County Government  City Government  
 Other Government

**f)** Independent Operator?  Yes  No  
(If governmental entity, subsidiary, or part of a larger corporation, check "No".)

**g)** Number of Employees:  0-20;  21-100;  101-250;  251-500; or  501 or higher

**h)** Customer Business Tax and Filing Numbers:  
(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)  
State Franchise Tax ID Number: \_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_  
Texas Secretary of State Charter (filing) Number: \_\_\_\_\_  
DUNS Number (if known): \_\_\_\_\_

## 2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

Yes, go to Section 3).  No, complete section below.

Prefix (Mr. Ms. Miss): \_\_\_\_\_  
First/Last Name: Dawn Haggard Suffix: \_\_\_\_\_  
Title: Construction Project Administrator Credential: \_\_\_\_\_

Organization Name: \_\_\_\_\_  
Phone No.: (512) 744-9082 ext: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail: dhaggard@hntb.com  
Mailing Address: 101 E. Old Settlers Blvd., Suite 100  
Internal Routing (Mail Code, Etc.): \_\_\_\_\_  
City: Round Rock State: TX ZIP Code: 78664  
Mailing Information if outside USA:  
Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE**

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

**a)** TCEQ issued RE Reference Number (RN): RN \_\_\_\_\_

**b)** Name of project or site (the name known by the community where located):  
RM 620 Phase 2 \_\_\_\_\_

**c)** In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):  
Widening and Safety Improvements from Wyoming Springs to Deep Wood \_\_\_\_\_

**d)** County (or counties if > 1) Williamson \_\_\_\_\_ **+**

**e)** Latitude: 30° 30' 32.94" N Longitude: 97° 42' 40.56" W \_\_\_\_\_

**f)** Does the site have a physical address?  
 Yes, complete Section A for a physical address.  
 No, complete Section B for site location information.

**Section A:** Enter the physical address for the site.  
Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:  
Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**Section B:** Enter the site location information.

If no physical address (Street Number & Street Name), provide a written location access description to the site. (Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

Roadway Widening and Safety Improvements from just east of Wyoming Springs Dr. to Deep Wood Dr.

City where the site is located or, if not in a city, what is the nearest city:  
Round Rock

State: Texas ZIP Code where the site is located: 78681

**4) GENERAL CHARACTERISTICS**

**a)** Is the project/site located on Indian Country Lands?

Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

No

**b)** Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

No

**c)** What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?

Primary SIC Code: 1611

**d)** If applicable, what is the Secondary SIC Code(s): \_\_\_\_\_

**e)** What is the total number of acres disturbed? 12.99

**f)** Is the project site part of a larger common plan of development or sale?

Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

**g)** What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?

Lake Creek and Brushy Creek

**h)** What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?

1244B and 1244A

**i)** Is the discharge into an MS4?

Yes - If the answer is Yes, provide the name of the MS4 operator below.

No

If Yes, provide the name of the MS4 operator:

Round Rock

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

**j)** Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

No

If Yes, provide the name(s) of the impaired water body(s):

Brushy Creek

**k)** Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

Yes - If the answer is Yes, complete certification below by checking "Yes."

No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

Yes



**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 10/25/2016

Discuss consider and take any appropriate action regarding CAMPO 2010 Travel Demand Model License Agreement

**Submitted For:** Robert Daigh

**Submitted By:** Katheryn Cromwell, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding CAMPO 2010 Travel Demand Model License Agreement in order to obtain the new 2010/2040 traffic model.

**Background**

The license agreement with CAMPO is required in order to obtain the new 2010/2040 traffic model. The agreement allows the County's consultant, Alliance, to utilize and modify the model as needed for the Williamson County Long-Range Transportation Plan.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[CAMPO 2010 TDM License Agreement](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 10:20 AM





## The CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

### 2010 Travel Demand Model

#### License Agreement

Revised April 8, 2015

#### Introduction

This License Agreement is entered into this 10 day of October, 2016 by and between the Capital Area Metropolitan Planning Organization (hereinafter referred to as "CAMPO"), a Texas government entity located at 505 Barton Springs Road, Suite 700, Austin, TX, and Williamson County, TX \_\_\_\_\_, (hereinafter referred to as the "LICENSEE"), located at 3151 S.E. Inner Loop, Suite B, Georgetown, TX, 78626, and Alliance Transportation Group, Inc. (hereinafter referred to as the "CONSULTANT"), located at 11500 Metric Blvd. Austin, TX 78758.

This License Agreement is intended to cover the LICENSEE and the CONSULTANT's use of the CAMPO 2010 Travel Demand Model (TDM) as specified below under the General and User-Specific Conditions.

#### General Terms and Definitions

CAMPO is the agency responsible for the development of the CAMPO 2010 TDM and as such is the owner of the model and has the authority regarding model application. CAMPO is the only entity that has the authority to distribute copies of the CAMPO 2010 TDM. MODEL PLATFORM is the proprietary software used to develop and apply the CAMPO TDM; this includes **TransCAD 6.0**. CAMPO 2010 TDM refers generally to either the CAMPO ADOPTED 2040 PLAN TDM or a CAMPO DERIVATIVE TDM, as defined below.

The CAMPO ADOPTED 2040 PLAN TDM is the latest version of the CAMPO travel demand model developed for the purpose of supporting the current CAMPO long-range transportation plan. The CAMPO ADOPTED 2040 PLAN TDM was developed to analyze transportation system improvement strategies and system deficiencies in the regional six-county area (Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson Counties) and was validated to 2010 conditions. The CAMPO 2010 TDM is applied using **TransCAD version 6.0 r2 build 9035 64-bit** modeling software. The CAMPO ADOPTED 2040 PLAN TDM includes the model structure, supporting compiled interface and programs in TransCAD, supporting input files, and all socio-economic data and network data necessary to replicate the Adopted Plan model runs for the years 2010, 2020, and 2040.

A summary of applicable scenarios for use of the CAMPO ADOPTED 2040 PLAN TDM is shown in Exhibit 1; a detailed checklist of required components is shown in Exhibit 2.

CAMPO DERIVATIVE TDM is a model based upon the CAMPO ADOPTED 2040 PLAN TDM, and modified under constraints appropriate to maintain the integrity of the CAMPO ADOPTED 2040 PLAN TDM. A summary of applicable scenarios for use of a CAMPO DERIVATIVE TDM is shown in Exhibit 1; a detailed checklist of required components for Derivative TDM Type A and Derivative TDM Type B is shown in Exhibit 2. Derivative Model Type C is provided to maintain flexibility for CAMPO staff to provide advance approval for other variations of derivative type models outside the constraints of Type A and B, but which in CAMPO staff estimation could still be considered a derivative type model.



NON-CONFORMING MODEL is a term used by CAMPO to refer to all other cases where the CAMPO ADOPTED 2040 PLAN TDM has been modified outside the constraints appropriate to maintain the integrity of the CAMPO ADOPTED 2040 PLAN TDM or the structure outlined below defining acceptable modifications to serve as a CAMPO DERIVATIVE TDM.

The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years.

CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied a CAMPO 2040 TDM license and will make such list available to the public upon request.

### **General Conditions for Model Release and Use**

The LICENSEE/CONSULTANT agrees to the following conditions:

- The LICENSEE/CONSULTANT is responsible for the purchase and maintenance of TransCAD from the Caliper Corporation.
- The LICENSEE/CONSULTANT agrees to use the latest version of the CAMPO ADOPTED 2040 PLAN TDM provided by CAMPO as a basis for any work.
- The LICENSEE/CONSULTANT agrees to acquire and reference the CAMPO 2040 TDM Documentation, as well as seek out training on the CAMPO 2040 TDM as appropriate.
- The LICENSEE/CONSULTANT will not share or distribute the CAMPO 2040 TDM with or to any other entity without written permission from CAMPO. Other interested parties should be referred directly to CAMPO. The LICENSEE/CONSULTANT that shares or distributes the CAMPO 2040 TDM to any other entity without written permission from CAMPO may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied a CAMPO 2040 TDM and will make such list available to the public upon request.
- Unless expressly specified as being acceptable under the structure summarized in Exhibit 1 and conforming to required components in Exhibit 2, any modifications to the CAMPO ADOPTED 2040 PLAN TDM are deemed to revise the model and results such that CAMPO denies the LICENSEE/CONSULTANT the right to refer to, characterize, or label their model application as a CAMPO ADOPTED 2040 PLAN TDM, CAMPO DERIVATIVE TDM, CAMPO ALTERNATIVES ANALYSIS MODEL, or any other reference using the CAMPO name. CAMPO considers any other type of model and results to be a NON-CONFORMING MODEL. The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied the CAMPO 2040 TDM and will make such list available to the public upon request.
- The LICENSEE/CONSULTANT agrees to notify CAMPO modeling staff BEFORE using or applying the CAMPO 2040 TDM on any new project, study, or effort and to state clearly what type of model will be used, according to the structure below: CAMPO ADOPTED 2040 PLAN TDM, CAMPO DERIVATIVE TDM, or NON-CONFORMING MODEL WITH PERMISSION. If a derivative model, LICENSEE/CONSULTANT agrees to include a description of the type of derivative model approach being used (A, B, or C), as well as a rationale for this choice, describing the modifications to be made to the CAMPO 2040 TDM and why these changes maintain the integrity of the CAMPO 2040 TDM. CAMPO reserves the right to challenge the extent of modifications within each category at any time and to require LICENSEE/CONSULTANT to execute a new license agreement for any project authorized by CAMPO for evaluation. If the LICENSEE/CONSULTANT makes modifications without



express written concurrence from CAMPO that such changes conform to the model structure outlined in Exhibit 1 and Exhibit 2, then the LICENSEE/CONSULTANT bears the responsibility if their model application is later determined to be a NON-CONFORMING MODEL.

- The LICENSEE/CONSULTANT agrees, at the CONCLUSION of using or applying the CAMPO 2040 TDM on any project, study, or effort, to provide CAMPO staff documentation regarding any revisions, assumptions or alternative analyses that were implemented during model application, and, upon CAMPO request, to provide CAMPO all model files necessary to replicate the LICENSEE/CONSULTANT results.
- The LICENSEE/CONSULTANT agrees, if requested, to submit to CAMPO all results of the model application for review and concurrence before releasing the results to any other parties. CAMPO at its discretion may choose to re-run the LICENSEE/CONSULTANT's model application to verify the proper use of the CAMPO 2040 TDM as part of its review and concurrence process.
- The LICENSEE/CONSULTANT agrees that the CAMPO 2040 TDM is being accepted as is and understands that CAMPO makes no guarantees as to the accuracy of the results obtained through use of the CAMPO 2040 TDM.
- The LICENSEE/CONSULTANT to the extent permitted by law shall indemnify and hold harmless CAMPO, its officers, employees, and agents against any and all claims, damages, liability, and court awards, including all costs, expenses, and attorney's fees, incurred as a result of the LICENSEE/CONSULTANT's use of the CAMPO 2040 TDM.

### **Intent of the Parties**

The LICENSEE/CONSULTANT and CAMPO agree that the intent of each party is to refine and improve the accuracy of the CAMPO 2040 TDM and its variations. The LICENSEE/CONSULTANT has the duty to directly notify CAMPO, and only CAMPO, of any discovered anomalies, discrepancies, or bugs in the application of the CAMPO 2040 TDM so that CAMPO might refine and improve the accuracy of the CAMPO 2040 TDM as mutually intended.

### **CAMPO 2040 TDM Model Sharing Framework**

The LICENSEE/CONSULTANT agrees to abide by the CAMPO 2040 TDM Model Sharing Framework as summarized in Exhibit 1 and detailed in Exhibit 2, which are included here and referenced in the General Conditions above.

### **CAMPO 2040 TDM Model Sharing Support Services**

The LICENSEE/CONSULTANT acknowledges the availability of additional CAMPO 2040 TDM Model Sharing Services and Tools related to this Framework, including (some with associated costs):

- CAMPO ADOPTED 2040 PLAN TDM availability through password-protected Web download
- CAMPO 2040 TDM Documentation through password-protected Web download
- CAMPO 2040 TDM User Group Update Notifications for users with current License Agreements
- Training on CAMPO 2040 TDM application
- Technical support and assistance
- Opportunity to discuss proposed model use prior to application
- Model review and approval of results





## User-Specific/Project-Specific Conditions for Model Use

Because of the varied needs of LICENSEE/CONSULTANT's for the CAMPO 2040 TDM, the following conditions have been specified to best fit the needs of the LICENSEE/CONSULTANT.

### CONDITION 1 OR CONDITION 2 MUST BE SPECIFIED

	<b>Condition 1 – Project-Specific TDM Application Agreement</b>
<p><u>Check:</u></p> <p>Adopted Plan TDM</p> <p><input type="checkbox"/></p> <p>Condition 1 Applies:</p> <p><input checked="" type="checkbox"/></p> <p style="text-align: center;"><b>OR</b></p> <p>Derivative TDM Type</p> <p>A <input type="checkbox"/></p> <p>B <input type="checkbox"/></p> <p>C <input checked="" type="checkbox"/></p>	<p>Name of Authorized Project: <b>Williamson County Transportation Plan</b></p> <p>The License Agreement period for this project shall be no greater than one (1) year from the date in which it was entered into.</p> <p>To run or review only the <b>Adopted CAMPO 2040 Plan TDM</b>, LICENSEE/CONSULTANT agrees to replicate the adopted plan model run, making no changes to any model inputs, parameters, or process.</p> <p>To use and present a model as a <b>CAMPO Derivative TDM Type A or B</b>, LICENSEE/CONSULTANT agrees to ensure that TDM modifications satisfy the CAMPO 2040 TDM sharing structure as detailed in Exhibit 2 for Derivative TDM Types A and B. Derivative TDM Types A and B are anticipated to be the most common type of CAMPO model application. CAMPO staff is available to review and discuss proposed (or completed) changes to the TDM to ensure conformity as a Derivative TDM Type A or B.</p> <p>To use and present a model as a <b>Derivative TDM Type C</b>, LICENSEE/CONSULTANT agrees to (either or both are acceptable options):</p> <p><input checked="" type="checkbox"/> Advance Review of Approach – request a review of their proposed TDM approach by CAMPO staff to ensure conformity as a Derivative TDM. CAMPO will provide review support services at an hourly rate.</p> <p><input type="checkbox"/> Post-Completion Review of Approach and Results – request a review of their proposed TDM approach by CAMPO staff to ensure conformity as a Derivative TDM. CAMPO will provide review support services at an hourly rate.</p> <p>LICENSEE/CONSULTANT assumes risk associated with any necessary changes to bring their TDM into conformity as a Derivative TDM Type C.</p> <p><b>All General Conditions still apply.</b></p>



<p><u>Check if:</u></p> <p>Condition 2 Applies:</p> <p><input type="checkbox"/></p> <p>Non-Conforming Use of Model Components</p> <p>(one of the following must be checked if Condition 2 Applies)</p> <p>Is Allowed</p> <p><input type="checkbox"/></p> <p>is Not Allowed</p> <p><input type="checkbox"/></p>	<p><b>Condition 2 – Open-Ended TDM Application Agreement</b></p> <p>Name of Authorized Project:</p> <p>The License Agreement period for this project shall be no greater than one (1) year from the date in which it was entered into.</p> <p>LICENSEE/CONSULTANT is authorized under this License Agreement to apply the CAMPO 2040 TDM to multiple projects/studies during the term of this license agreement, under the General terms and conditions specified above, as well as any specific conditions as noted below.</p> <p>To use and present a model as a <b>CAMPO Derivative TDM Type A or B</b>, LICENSEE/CONSULTANT, at their own risk, agrees to ensure that TDM modifications satisfy the CAMPO 2040 TDM sharing structure as detailed in Exhibit 2 for Derivative TDM Types A and B. CAMPO staff is available to review and discuss the proposed (or completed) changes to the TDM to ensure conformity for applications. Derivative TDM Type C usage is covered only under Condition 1.</p> <p>If the “<b>Non-Conforming Use of Model Components is Allowed</b>” box to the left is checked, the LICENSEE/CONSULTANT is authorized under this License Agreement to utilize CAMPO 2040 TDM components as a non-Derivative, Non-conforming Model, with the following restrictions. LICENSEE/CONSULTANT agrees to credit CAMPO for providing the CAMPO 2040 TDM for use using terms such as “starting point”, “inputs”, and “aspects” from the CAMPO 2040 TDM. To avoid confusion between possible differing results from Non-conforming Models, the LICENSEE/CONSULTANT agrees to clearly and consistently differentiate the Non-conforming Model, and any associated findings and results, from the CAMPO 2040 TDM. This includes not using “CAMPO” in naming or referencing the Non-conforming Model; or citing any findings or results from the model being “from” the CAMPO 2040 TDM or “based on” the CAMPO 2040 TDM; or otherwise implying that the local- or sub-area model is derived from or a derivative of the CAMPO 2040 TDM adopted plan model.</p> <p>The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years.</p> <p><b>All General Conditions still apply.</b></p>
--	--



<u>Check if:</u>	<b>Additional Specific Conditions</b>
Additional Special Conditions Apply:	
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**Signatures**

CAMPO

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CONSULTANT

By: R. Michael Chaney

Title: Travel Forecasting Section Lead



**Exhibit 1 CAMPO TDM Model Sharing Framework**

Model Types	Applicable Scenarios
<p><b>CAMPO Adopted Plan TDM</b></p>	<p>The Adopted Plan Model includes Base Year Calibration and Forecast Year Plan Analysis Model Runs and Analysis of Output Directly from These Runs. Potential uses include:</p> <ul style="list-style-type: none"> <li>• Background Traffic/Distribution for Site -Specific Analysis</li> <li>• Noise and Air Quality Conformity Analysis in Support of Plan</li> </ul> <p>User may refer to the model used under these scenarios as: "CAMPO Adopted Plan TDM".</p>
<p><b>CAMPO Derivative TDM (for Alternatives Analysis)</b></p>	<p>A regional TDM serves as a tool for multiple jurisdictions and entities, both public and private, to examine transportation scenarios and solutions, referred to here as "Alternatives Analysis". Potential applications which maintain the CAMPO TDM integrity while allowing alternatives testing include:</p> <ul style="list-style-type: none"> <li>• <b>Type A – Minor Highway/Transit Edits with Static Plan Trip Tables</b> User may make localized, minor highway and/or transit edits which are not anticipated to have substantial regional impacts to trip distribution or mode choice (as agreed to in advance by CAMPO staff). User will assign static trip tables from the CAMPO Adopted Plan TDM using CAMPO's assignment algorithm.</li> <li>• <b>Type B – Localized Demographics Edits and/or Minor Highway/Transit Edits</b> User may make localized, minor demographic and highway/transit edits which are not anticipated to have substantial regional impacts to trip distribution or mode choice (as agreed to in advance by CAMPO staff). Region-wide control totals must be maintained and user must apply the full CAMPO Model Stream, including Feedback Loop.</li> <li>• <b>Type C – Other Alternatives Scenarios</b> With prior discussion and approval by CAMPO modeling staff, the CAMPO TDM may be modified for a particular study purpose and still operate as a Derivative TDM.</li> </ul> <p>User may refer to the model used under these scenarios as: "CAMPO Derivative TDM" or "CAMPO Alternatives Analysis Model".</p>
<p><b>Non-Conforming Models and Uses</b></p>	<p>Non-conforming Uses of the CAMPO TDM include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Alteration or Adjustment of TDM Inputs, Settings, or Component Algorithms, including the Application Model Stream</li> <li>• Alteration of TDM Output or Mid-Stream Input/Output Data</li> <li>• Using CAMPO TDM Output as Input to Other Models/Software Platforms</li> <li>• Extraction and Use of Model Components as a Basis for a New TDM, including Local-Area Sub-Models without CAMPO Permission (see below)</li> </ul> <p>Unless expressly provided permission as part of a formal license agreement and within the above Derivative or Non-Conforming with Permission Model Type context (see below), user does not have permission to use the CAMPO TDM, reference the CAMPO TDM, or cite any findings or results from the model being from the CAMPO TDM.</p>





**Exhibit 1 CAMPO TDM Model Sharing Framework**

<b>Model Types</b>	<b>Applicable Scenarios</b>
<p><b>Local or Sub-area Models (Non-conforming With Permission)</b></p>	<p>Extraction and Use of TDM Components for a New TDM, including Local- or Sub-Area Models, is not considered Derivative of the CAMPO TDM. However, CAMPO reserves the flexibility to approve use of CAMPO TDM components to facilitate others' planning efforts.</p> <p>In the most common example, CAMPO has a long-standing practice of making the CAMPO TDM available to local partner agencies as a starting point in the development of local- and sub-area models. With prior discussion and approval by CAMPO modeling staff, the CAMPO TDM may be used for this type of purpose. CAMPO should be credited for providing the CAMPO TDM for use using terms such as "starting point", "inputs", and "aspects" from the CAMPO TDM. To avoid confusion between possible differing results from this non-Derivative application, the user does not have permission to cite any findings or results from the model being "from" the CAMPO TDM, "based on" the CAMPO TDM, or otherwise imply that the local- or sub-area model is derived from or a Derivative of the CAMPO TDM adopted plan model.</p> <p>The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO TDM for other than an authorized project may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. Likewise the LICENSEE/CONSULTANT that shares or distributes the CAMPO TDM with or to any other entity without written permission from CAMPO may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied a CAMPO TDM and will make such list available to the public upon request.</p>





**Exhibit 2 Checklist of CAMPO Shared Model Components**

	Plan Model	Derivative Analysis TDMs			Non Conforming
		A	B	C	
<b>Geographic/Attribute Data</b>					
Use Adopted Plan TDM Internal Zonal Demographics	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Internal Zone Boundaries and Number	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Highway Geography/Attribute Data	<input type="checkbox"/>	Minor	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Transit Geography/Attribute Data	<input type="checkbox"/>	Minor	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Highway Speed/Capacity Table	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use Adopted Plan TDM Transit Speed Assumptions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Model Stream Application</b>					
Use "All Stages" with Feedback "On" (all required steps)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TBD	TBD	<input type="checkbox"/>
Use "Single Stages" Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Trip Generation</b>					
Use Adopted Plan TDM Trip Generation Output Directly	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
<u>Or, if Making Changes to Stage Inputs:</u>					
Perform All Sub-Models (HH Size, HH Inc, Workers per HH)	<input checked="" type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Trip Distribution</b>					
Use Adopted Plan TDM Trip Distribution Output Directly	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
<u>Or, if Changes Made to Inputs:</u>					
Use Adopted Plan TDM External Through Trip Tables Directly	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
Perform "Import Person Trips to MTX" Step	<input checked="" type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Mode Choice</b>					
Use Adopted Plan TDM Mode Choice Output Directly	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
<u>Or, if Making Changes to This Stage:</u>					
Skim Highway Network	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
Skim Transit Route System	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
Apply Autos per Household Model (if demographics changed)	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform Market Segmentation (if transit was edited)	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use Adopted Plan TDM Mode Choice Inputs/Settings	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform Mode Choice using CAMPO 2040 TDM Mode Choice Model	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Trip Tables</b>					
Use Adopted Plan TDM Trip Tables (all modes)	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
<u>Or Create Applicable Trip Tables</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Assignment</b>					
Perform Applicable Assignments (CAMPO TDM Algorithm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

= Step is Required to Conform to CAMPO Model Type      "n/a" = Not Applicable

"Minor" = Minor edits, with CAMPO staff reserving the discretion to determine what qualifies

"TBD" = To Be Determined based upon discussion with CAMPO staff

**NOTE: Any use of the CAMPO model which does not fit into the above usage type structure shall be considered a "Non-Conforming or Divergent Use"; see License Agreement for limitations.**

**Commissioners Court - Regular Session**

23.

**Meeting Date:** 10/25/2016

Interlocal Agreement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Taylor regarding the CR 101 project between US 79 and Chandler Rd.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CR 101 Interlocal Agreement

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 08:40 AM

**INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY AND THE CITY OF TAYLOR**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

This Interlocal Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Williamson County, a political subdivision of the State of Texas (the "County") and the City of Taylor, a Texas home-rule municipality (the "City") (collectively, the "Parties").

**RECITALS**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the County desires to rehabilitate CR 101 between US 79 and Chandler Road; and

**WHEREAS**, a portion of CR 101 lies within the city limits of Taylor; and

**WHEREAS**, the County and the City desire to cooperate in the expeditious rehabilitation of CR 101 that portion of CR 101 lying within the City limits between US 79 and North of Chandler Road (the "Project");

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

**TERMS AND CONDITIONS**

**1. Project Improvement.**

The Project includes the reconstruction of that portion of CR 101 lying within the city limits between US 79 and North of Chandler Road, being approximately 3.75 miles in length, as depicted on Exhibit "A", attached hereto. The improvements will include construction of two (2) 12' lanes with 10' shoulders (the "Project Improvements").

**2. County Obligations.**

The County shall be responsible for the planning, design, right-of-way acquisition, utility relocation, and construction of the Project Improvements.

The estimated cost of the Project Improvements is \$11,300,000. The County shall be responsible for 90% of the costs for planning, design, right-of-way acquisition, utility relocation, and construction of the Project Improvements (collectively "Project Costs"). .

**3. City Obligations.**

The City shall reimburse to the County a sum equal to 10% of the Project Costs.

Following completion of the Project, the City will own, operate, and maintain the Project Improvements.

**4. Reimbursement**

Upon the County's approval of each invoice for Project Costs, the County will transmit a copy of the invoice to the City. Each invoice shall identify all Project Costs incurred by the County relating to the Project. Each invoice submitted by the County for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Project Costs. Upon request of the City, the County agrees to make available documentation in reasonable detail evidencing all Project Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of receipt of the invoice. Payment not mailed within thirty (30) calendar days of receipt by the City will accrue interest at the rate set forth in Government Code Section 2251.025(b).

**B.**

**MISCELLANEOUS PROVISIONS**

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the Project is not completed within three (3) years after this Agreement is executed by both parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

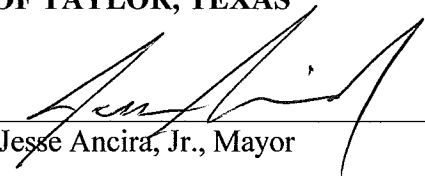
*(signatures on following page)*

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
Honorable Dan A. Gattis, County Judge

Date: \_\_\_\_\_

**CITY OF TAYLOR, TEXAS**

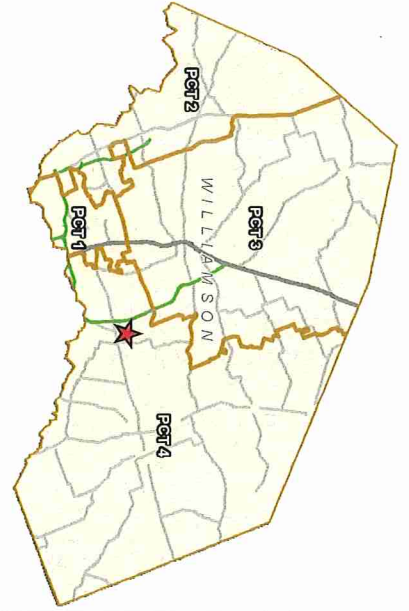
By:  \_\_\_\_\_  
Jesse Ancira, Jr., Mayor

Date: 8/25/16



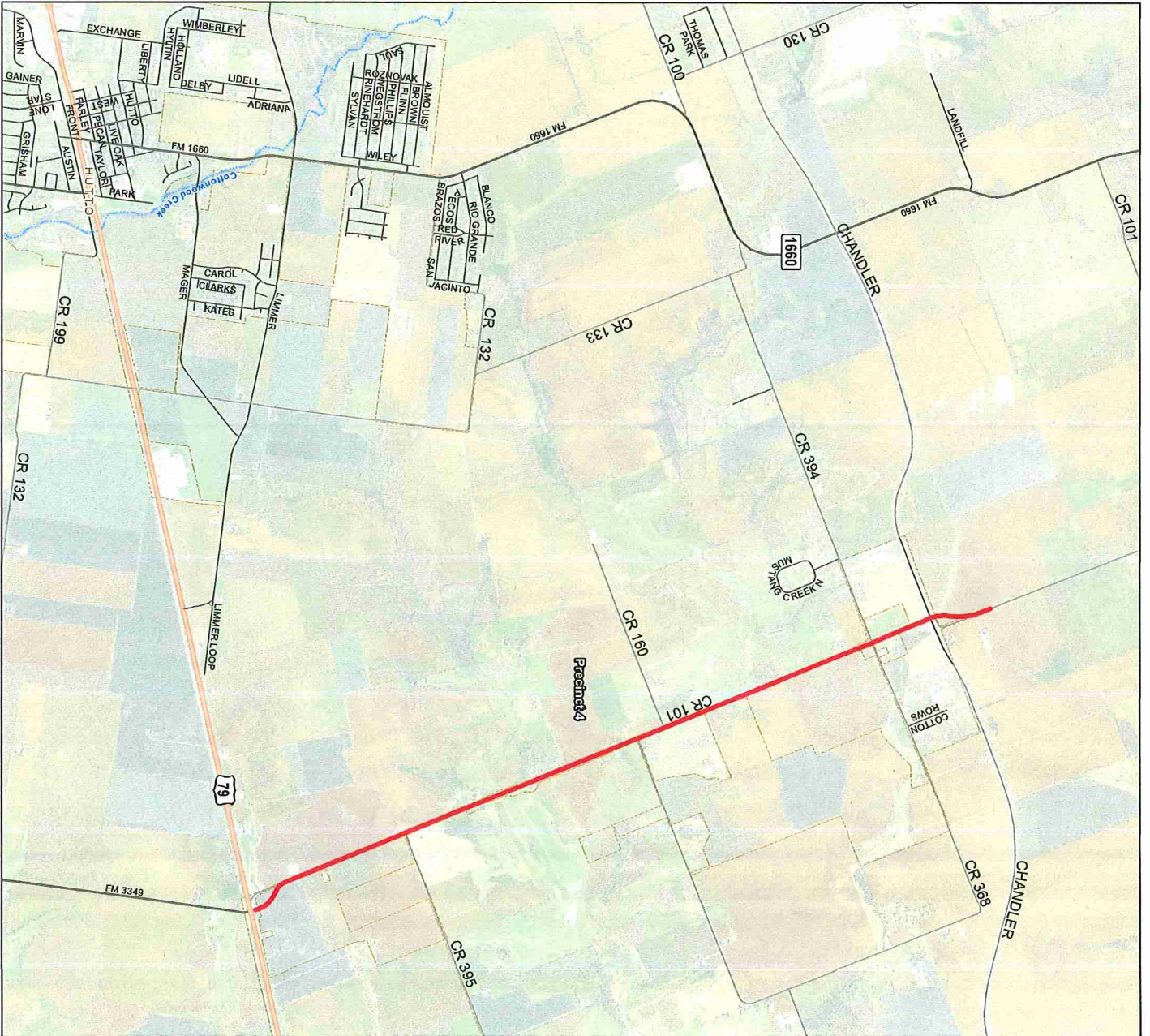
# EXHIBIT A

Path: \\AUSV001\Jobs\234275\Wor\GEO\Techrod\GIS\MXD\EXHIBIT\2013\_Road\_Bond\_Committee\_Map\P4\_CR101.mxd Date Saved: 5/7/2013



**Roadway: CR 101**  
**Limits: From US 79 to North of Chandler Rd**  
**Proposed Improvements: Reconstruct existing two lane roadway to a four lane arterial**  
**Submitted By: City of Taylor**

- Proposed Project
- River/Stream
- Precinct Boundary
- Park
- City



## 2013 CANDIDATE ROAD BOND PROJECT - CR 101

**Commissioners Court - Regular Session**

24.

**Meeting Date:** 10/25/2016

Cost Participation Agreement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Cost Participation Agreement with RAS Level 2 Holdings LP regarding the Ridge at Cross Creek Subdivision.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Cost Participation Agreement

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 08:43 AM



**COST PARTICIPATION AGREEMENT**

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

**THIS COST PARTICIPATION AGREEMENT (“Agreement”)** is entered into between the **WILLIAMSON COUNTY, TEXAS**, a Texas political subdivision (“**County**”), and **RAS LEVEL 2 HOLDINGS, LP**, its successors and assigns, (“**Developer**”). In this Agreement, County and Developer are sometimes individually referred to as “**Party**” and collectively referred to as “**Parties**”.

**RECITALS**

**WHEREAS**, the County and the Developer desire to co-operate in the construction of two (2) streets through the Ridge at Cross Creek Subdivision as shown on Exhibit “A”, attached hereto and incorporated herein (the “**Project**”), which will be mutually beneficial to the Parties; and

**WHEREAS**, the Project will further the public interest and welfare and the County desires to contribute towards its cost;

**WHEREAS**, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

**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.**

**TERMS**

- A. Recitals.** The Recitals above are incorporated herein.
- B. County Participation.** County agrees to pay to Developer the amount of \$40,945.10 (“**County’s Contribution**”), which represents the increase in the cost of the Project due to the widening of Creek Crossing Drive and View Drive, each by two feet (2’), as set forth in Exhibit “B”, attached hereto and incorporated herein.
- C. Developer Participation.** Developer agrees to be solely responsible for the design and construction of the Project. Developer further agrees to be responsible for any and all incurred Project costs in excess of County’s Contribution.
- D. Payment.** County shall remit payment to Developer pursuant to normal County protocol at the time Creek Crossing Drive and View Drive are both complete and open to the public.

## II.

### GENERAL PROVISIONS

**A. 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 shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

**B. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**C. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Reuse Water project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

**D. Amendments.** Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of the Parties.

**E. Applicable Law; Venue.** This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Williamson County, Texas.

**F. Force Majeure.** Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**G. Exhibit.** The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit "A" – Project Location

Exhibit "B" – Extra Width Cost Differential

**H. Counterparts. Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

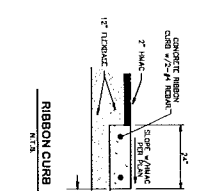
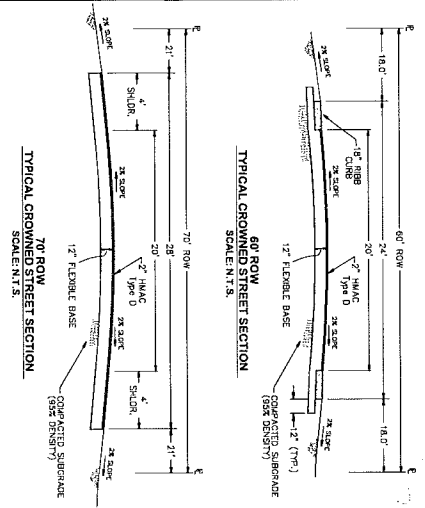
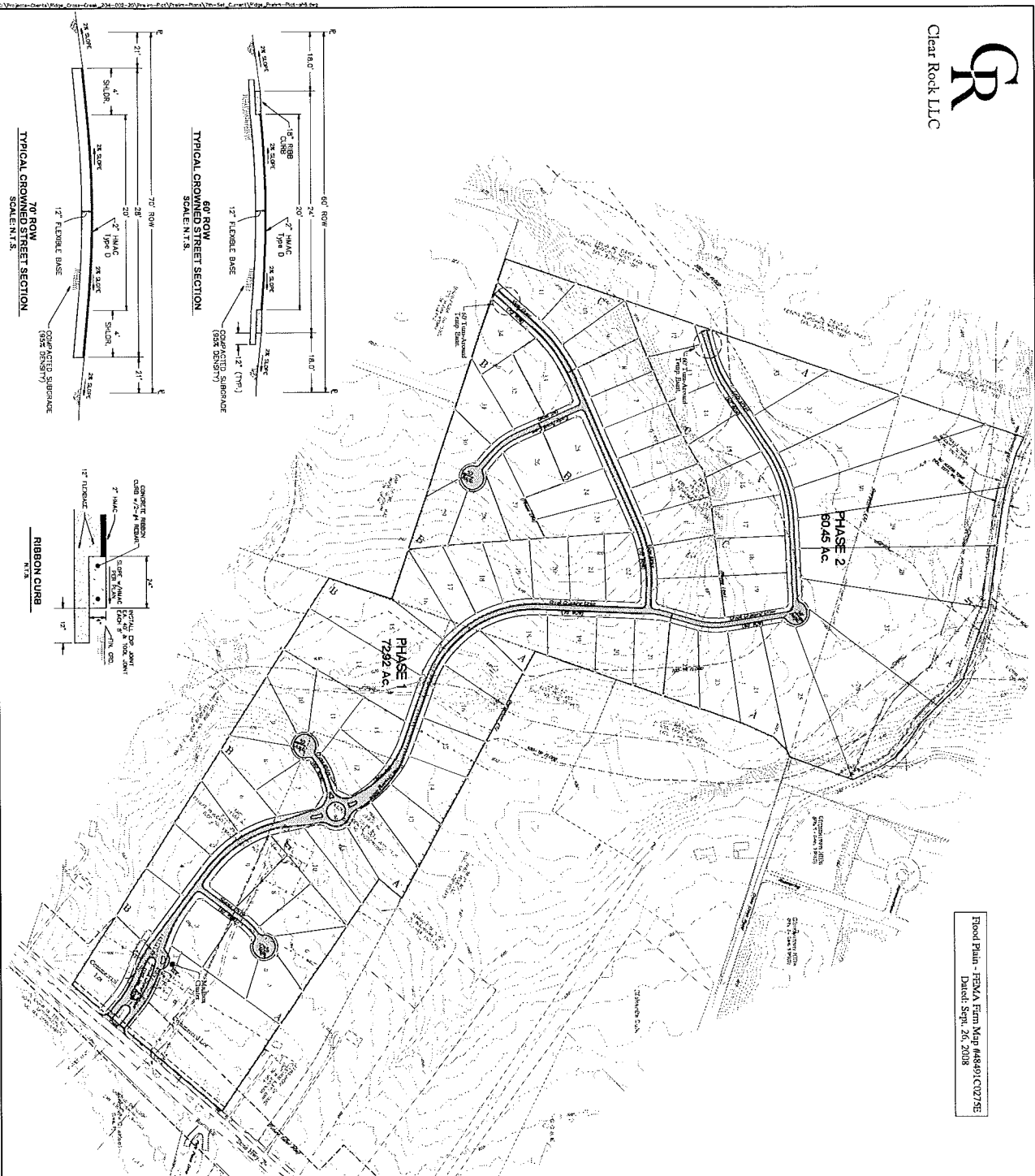
**I. Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**J. No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

*(signatures on following page)*



# EXHIBIT A



Final Plan - FEMA Form Map 4849(C)2735  
 Date: Sep. 26, 2008

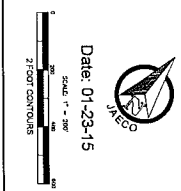
- LEGEND**
- IRON ROD FOUND (SIZE NOTED)
  - IRON ROD W/ CAP FOUND
  - COTTON SPINDLE FOUND
  - FENCE POST
  - FENCE POST SET
  - RECORD INFORMATION SUBJECT TRACT
  - RECORD INFORMATION ADJACENT TRACT

**THE RIDGE at CROSS CREEK**

**STREET INFORMATION**

STREET NAME	LENGTH	ROW WIDTH	ROAD WIDTH	DESIGN SPD
GROSS ROAD	3114 LF	67'	27' S.B.	30 MPH
STONES HOLLOW	3814 LF	67'	27' S.B.	30 MPH
CHERRY CROSSLING	4479 S.B. LF	67'	27' S.B.	30 MPH
LAKE CREEK	1251 LF	67'	27' S.B.	30 MPH
VIEW/CORNER	1514 LF	77'	27' S.B.	30 MPH
ROCKY BIRCH COVE	948 LF	67'	27' S.B.	30 MPH

TOTAL STREETS 8121 LF.



**CLEAR ROCK, LLC**

SCALE: AS SHOWN    DATE: 01-23-15

DRAWN: JLD    DESIGN: GYS    DATE: JAN 2015

DWG. NO. AS NOTED    PCS. NO. 263-002-30

THE RIDGE at CROSS CREEK  
 PRELIMINARY PLAN

**OVERALL STREET PLAN**

J&J Engineering Company, Inc.  
 1701 W. Loop 120  
 Leander, Texas 78645-1200  
 Tel: (512) 258-3883 Fax: (512) 258-4311

EXHIBIT B

PROJECT THE RIDGE AT CROSS CREEK		EXTRA WIDTH			
		7/26/2016			
OWNER: RAS Level 2 Holdings, LP					
PO BOX 519					
LIBERTY, HILL, TX 78642					
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL
	ROADWAY LENGTH PLUS EXTRA LENGTH AT CUL-DE- SACS = 4,393 LF X 2' =1297 SY				
	PRO RATA SHARE OF EXCAVATION	934	CY	\$ 9.25	\$ 8,639.50
	SUBGRADE PREPARATION	976	SY	\$ 2.20	\$ 2,147.20
	LIME STABILIZATION	976	SY	\$ 7.90	\$ 7,710.40
	12" FLEX BASE	976	SY	\$ 11.90	\$ 11,614.40
	2" HIMAC	976	SY	\$ 11.10	\$ 10,833.60
					\$ 40,945.10

**Commissioners Court - Regular Session**

25.

**Meeting Date:** 10/25/2016

County Clerk Eagle Recorder Software Change Order

**Submitted For:** Nancy Rister

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

**Department:** County Clerk

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

To discuss and take appropriate action on Change Order #5 for Tyler Eagle Recorder software.

**Background**

Discussed and agreed upon by Jay Schade for IT to pay.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Original Contract](#)

[Change Order form](#)

[letter from Tyler CO#5](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 10/18/2016

**Reviewed By**

Wendy Coco

**Date**

10/18/2016 09:10 AM

Started On: 10/17/2016 01:55 PM





## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client issued a Request for Proposal No. 1512-041 for a Recording, Indexing and Imaging System (the "RFP"); and

WHEREAS, Tyler responded to the RFP with a proposal dated February 3, 2016 (the "Initial Proposal"), and a Last, Best and Final Offer dated February 23, 2015[sic](which date should be February 23, 2016)(the "BAFO") for the Tyler Software and related implementation services (the Initial Proposal and the BAFO are collectively referred to as the "Proposal"); and

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Williamson County, Texas.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written Proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and

Support Agreement is attached as Exhibit C.

- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**



2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

### SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the



Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

#### **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



## SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. For Convenience. You may terminate this Agreement for your convenience by providing no less than ninety (90) days' advanced written notice to us. Prior to any such termination being effective, you will provide an opportunity for a meeting with us to discuss alternatives to termination, if any. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
5. Transition Services Upon Termination
  - 5.1 Upon expiration or termination of this Agreement, we shall allow you, or a new service provider, commercially reasonable access to the Tyler Software and/or Documentation, to the extent reasonably necessary to migrate the Tyler Software to a new service provider. We reserve the right to require a non-disclosure agreement or similar protection before granting access to a third-party to the Tyler Software and/or Documentation, or any other proprietary and/or confidential information reasonably required for the requested migration.



- 5.2 We shall reasonably cooperate with you to assist with the orderly transfer of the Tyler Software to another provider or to you, as determined by you in your sole discretion. The transition services that we shall perform, if requested by you, may include but are not limited to:
- i. Working with you to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services;
  - ii. Notifying all of our affected service providers and subcontractors of transition activities;
  - iii. Performing the transition service plan activities;
  - iv. Answering questions on an as-needed basis; and
  - v. Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 5.3 Any transition services must be requested within thirty (30) days of the notice of termination, and must be capable of completion within 180 days of the notice of termination. Transition services will be provided on a time and materials basis at our then-current rates.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-



line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.



## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.



9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. The RFP, the Initial Proposal and the BAFO are incorporated herein by reference. In the event of any conflict between the terms, conditions and provisions of this Agreement and those of the RFP, Proposal and BAFO, the order of priority shall be (a) this Agreement, (b) the BAFO, (c) the Proposal and (d) the RFP. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential



information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Audit. We shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. You may, upon written request, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. You shall provide us twenty-four hour notice of such audit or inspection. We shall have the right to exclude from such inspection any Tyler confidential information not otherwise required to be provided to you as a part of this Agreement. We shall make such books and records available to you during normal business hours. Any such audit shall be conducted at Tyler's principal place of business within the State of Texas during Tyler's normal business hours and at Client's sole expense.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement

Exhibit D                      Schedule 1: Support Call Process  
Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Williamson County, Texas

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Janet Joiner

Name: \_\_\_\_\_

Title: Exec. Vice Pres. Finance, LGD

Title: \_\_\_\_\_

Date: 3/2/16

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Associate General Counsel

Address for Notices:

Williamson County  
901 S. Austin Ave.  
Georgetown, TX 78626  
Brenda Fuller, Senior Purchasing Specialist

Exhibit D Schedule 1: Support Call Process  
Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Williamson County, Texas

By: [Signature]

By: [Signature]

Name: Janet Joiner

Name: 03-09-2015

Title: Exec. Vice Pres. Finance, L&D

Title: County Judge

Date: 3/2/16

Date: 03-09-2015

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Associate General Counsel

Address for Notices:

Williamson County  
901 S. Austin Ave.  
Georgetown, TX 78626  
Brenda Fuller, Senior Purchasing Specialist



## Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Investment Summary**

Williamson County  
Brenda Fuller



<b>Prepared for:</b>	Williamson County	<b>Contract ID # :</b>	2016-0060
<b>Contact Person:</b>	Brenda Fuller	<b>Issue Date:</b>	02/25/16
<b>Address:</b>	901 S. Austin Ave Georgetown, TX 78626	<b>Sales Rep:</b>	T. Upton J. Phillips
<b>Phone:</b>	(512) 943-1607	<b>Tax Exempt:</b>	Yes / No
<b>Fax:</b>			
<b>Email:</b>	brendafuller@wilco.org		

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
<b>Total Applications Software</b>						
License Fees - Eagle Recorder	30,303	72,726	18,182		121,210	26,742
Less Discount	(3,030)	(7,273)	(1,818)		(12,121)	
<b>Total Professional Services</b>						
Implementation				68,920	68,920	
Project Management				7,560	7,560	
Data Conversion				16,500	16,500	
<b>Annual Services</b>						
Basic Network Support						1,872
Testing and Training						5,348
Tyler Disaster Recovery						9,000
Escrow						756
<b>Totals</b>	<b>27,272</b>	<b>65,453</b>	<b>16,363</b>	<b>92,980</b>	<b>202,069</b>	<b>43,718</b>

\* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.





## Eagle Recorder / Eagle Clerk

License Fees - Software	QTY	Price Per Unit	License Fee	Annual Maint. Fees
<b>Base License Fee</b> (per installation of the master application)	1	25,000	25,000	5,000
<b>Full Use Licenses</b> Full Use (Seat) Licenses	21	3,000	63,000	12,600
<b>Public View Licenses</b> Public View (Seat) Licenses	4	540	2,160	432
<b>Forms Printing</b> (per installation of the master application) 5 Number of Forms Included. Additional costs for additional form setup. Duplex printing requires a duplex printer.	1	Included	Included	Included
<b>Public Printing</b> (per installation of the master application)	1	Included	Included	Included
<b>Web Application</b> Internet Access Module	1	7,500	7,500	1,500
<b>eCommerce for Eagle Web</b> *Estimated Cost. Assumes County covers 3rd party costs including establishing a Merchant Account and provides high speed Internet Access. Requires Web application, above.	1	3,750	3,750	750
<b>eMarriage / eForms for Web</b> Internet and Intranet Application for submitting applications and forms over the Internet and Intranet. Only available via public view terminals if Eagle Web option is not chosen.	1	1,800	1,800	360
<b>OCR - Automated Indexing</b> Automated Indexing Module Annual Refresh	1	15,000	15,000	3,000 2,500
<b>OCR - Automated Redaction</b> Automated Redaction Module	1	3,000	3,000	600
<b>Quickdocs</b> Integrated Electronic Document Recording Capability	1	Included	Included	Included
<b>Totals for Eagle Software and Support</b>			<b>121,210</b>	<b>26,742</b>

Services			
<b>EagleRecorder Installation Services:</b>			
Analysis, Design & Site Prep	1	4,480	4,480
<b>Conversion Services</b>			
Data Upload	1	16,500	16,500
Image Upload			
Redactions	1	2,000	2,000
Software Staging	1	5,600	5,600
Testing & User Acceptance	1	4,480	4,480
Production System Transition	1	1,120	1,120
Project Management	1	7,560	7,560
Installation of Software	1	3,360	3,360
<b>Training Services</b>			
On-site Training	1	10,080	10,080
<b>Go-Live Services</b>			
	1	11,200	11,200
EagleWeb Installation Services	1	7,420	7,420
OCR Installation Services	1	14,700	14,700
Quickdocs Installation Services	1	2,800	2,800
Public Printing Installation Services	1	1,680	1,680
<b>Service Totals for Eagle Recorder / Eagle Clerk Module:</b>			<b>\$92,980</b>

<b>EagleRecorder Installation Services:</b>			
Analysis, Design & Site Prep	1	4,480	4,480
<b>Conversion Services</b>			
Data Upload	1	16,500	16,500
Image Upload			
Redactions	1	2,000	2,000
Software Staging	1	5,600	5,600
Testing & User Acceptance	1	4,480	4,480
Production System Transition	1	1,120	1,120
Project Management	1	7,560	7,560
Installation of Software	1	3,360	3,360
<b>Training Services</b>			
On-site Training	1	10,080	10,080
<b>Go-Live Services</b>			
	1	11,200	11,200
EagleWeb Installation Services	1	7,420	7,420
OCR Installation Services	1	14,700	14,700
Quickdocs Installation Services	1	2,800	2,800
Public Printing Installation Services	1	1,680	1,680

<b>Service Totals for Eagle Recorder / Eagle Clerk Module:</b>		
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<b>\$92,980</b>
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### Network Support

Network Support services assists in maintaining Tyler applications within a customer network. Troubleshooting of the Tyler application for connectivity issues, assistance with backup, troubleshooting of peripheral equipment, and diagnostic services in hardware/software issues and assistance with problem resolution are included.

Basic Network Support - Includes: network connectivity

\$1,872

### Annual Software Escrow Agreement

Annual Software Escrow Agreement with 3rd Party Source Code Agent. Fees for the escrow agreement are payable by the County.

\$756

### Disaster Recovery Services - Large County

#### Disaster Recovery Services - Large County

Daily duplication of data and images for the purpose of Disaster Recovery. Includes Emergency ASP Service. Actual cost of service is dependent upon the amount of images and data being copied and the level of Disaster Recovery Service chosen.

\$9,000

### Test and Training Database

Includes setup and ongoing support for a test and training database. Test and training database will be updated with latest application updates prior to each production system update. Includes ongoing application support. County is responsible for all system hardware and software costs (hardware, remote connectivity, operating system, database licensing, etc.). Test and training databases require high speed remote connectivity.

\$5,348



## SERVICES

DESCRIPTION OF SERVICES	Estimated Service Costs	Total Estimated Hours	Estimated Days On-Site
<p><u>Analysis, Design &amp; Site Preparation</u></p> <p>Includes a Client Survey. Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client specific presentations, fees and forms.</p>	4,480	32	2
<p><u>Conversion Services</u></p> <p><u>Data Upload</u></p> <p>This line item anticipates a complete data upload. The County will supply all data in a delimited ASCII text file, a database dump or backup of Microsoft SQL Server, a database dump or backup of Oracle OR a database dump of Access via ftp or hard drive. If the data is supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide record count information (records in, records out; etc.). County will be responsible for reviewing the inputted data and the converted data for accuracy and completeness. The Conversion Specification document details all conversion requirements.</p>	16,500	n/a	n/a
<p><u>Image Upload</u></p> <p>This line item anticipates a complete image upload. The County will make the images and image data accessible for conversion by placing them on a drive attached to the application server. If supplied in this format, the minimal upload fee listed will apply. If the images are supplied in any other format than the one required by Tyler, additional charges will apply. If the images do not match the requirements as defined in the Conversion Specification additional charges may apply. Tyler will provide image count information (images in, images out; etc.) for balancing. County will be responsible for reviewing the uploaded images for accuracy and completeness.</p>	2,000	n/a	n/a
<p><u>Redactions</u></p> <p>This line item anticipates an upload of redactions. Redactions can be uploaded one of two ways depending on how the data is stored. If all required overlay information is available in the database this method will be used. Otherwise the record will be converted with a primary public image with a permanent redaction and a secondary confidential image without the redaction. County will be responsible for reviewing the inputted data and the converted data for accuracy and completeness. The Conversion Specification document details all redaction conversion requirements.</p>	2,000	n/a	n/a
<p><u>Staging of Software</u></p> <p>Includes professional services for all staging of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases.</p>	5,600	40	0
<p><u>Testing and User Acceptance</u></p> <p>Includes professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products).</p>	4,480	32	0

## SERVICES

<u>Production System Transition</u> Includes professional services to transition from implementation support to standard support.	1,120	8	0
<u>Project Management</u> Includes estimated professional services for project management and general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (Client and Tyler), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging, Installation, Training and Implementation Plan.	7,560	54	0
<u>Installation</u> Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers.	3,360	24	0
<u>Training Services</u> <u>Training and Implementation</u> Includes estimated professional services for training and implementation required for a successful implementation of the project.	10,080	72	10
<u>Go-Live Services</u> Includes estimated professional services for Go-Live implementation and transition.	11,200	80	10
<u>EagleWeb Installation Services</u>	7,420	53	n/a
<u>Quickdocs Installation Services</u>	2,800	20	n/a
<u>OCR Installation Services</u>	14,700	105	n/a
<u>Public Printing Installation Services</u>	1,680	12	n/a
<u>Fraud Guard Implementation Services</u>		10	n/a
<b>Fixed Services Total</b>	<b>\$92,980</b>		



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.



- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

- 3.1 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

- 4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided for all non-per diem expenses at no charge during implementation. Thereafter, you will incur an administrative fee if you request receipts for *all* non-per diem expenses. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Your payments shall be governed by chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by you 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 End User's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the wall street journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.





B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

A. Overnight Travel



For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



## Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
  7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C**  
**Schedule 1**  
**Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**

# Statement of Work

## Software and Implementation Services

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Prepared for:

Williamson County, TX  
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Prepared by:

Tim Upton  
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Tyler Technologies, Inc.  
[www.tylertech.com](http://www.tylertech.com)

DATE  
2/24/2016

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# Statement of Work

Williamson County, TX

## Statement of Work

Wednesday, February 24, 2016



# Project Scope & Summary

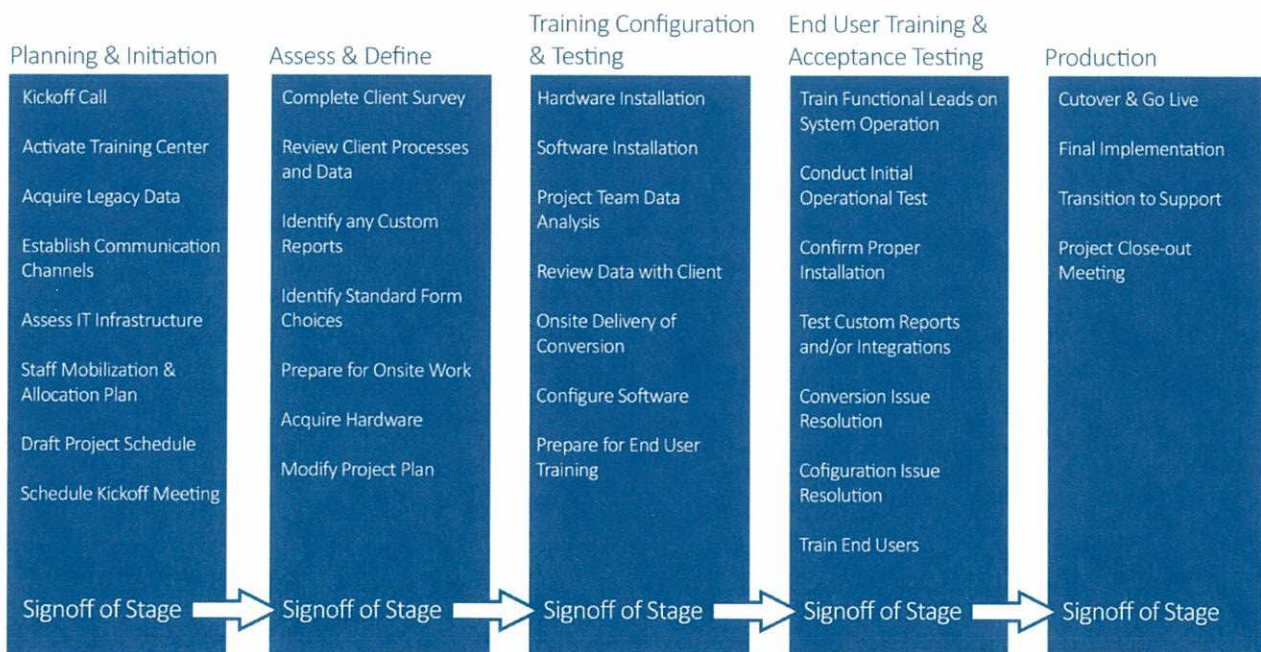
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

## Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase projector, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.



## Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

## Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

## Key Project Assumptions

Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.

Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.

Client will provide work space for Tyler Services for work completed on Client premises.

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.

Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.

We will use all reasonable efforts to perform any maintenance and support services remotely.

Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.

Client will allow users to access the following websites to ensure adequate access to Support resources:

- help.tyleru.com
- tyleru.com
- tylertech.com
- tylercommunity.tylertech.com

Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.

Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.

Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).

Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

## Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

**Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.

**Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

**Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.



**Custom Reports** –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.

Resource hours that extend scope. (Additional hours must be approved through a Change Order.)

Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.

Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

## Risk / Mitigation Strategy

### Unavailability/Incompatibility of Staff

**Risk:** Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

**Mitigation:** In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

### Client Staff unavailability

**Risk:** Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

**Mitigation:** Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

## Scope Changes

**Risk:** Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

**Mitigation:** Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

## Activity Focus

**Risk:** Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

**Mitigation:** Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

## Incomplete Legacy, Interface Documentation

**Risk:** During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

**Mitigation:** Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

## Achievable Goals

**Risk:** The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

**Mitigation:** The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

## Technology Age

**Risk:** This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

**Mitigation:** Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

## Critical Success Factors



In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

**Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

**Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

**Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

**Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

## Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

## Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

## Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

## Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

## Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.



# Documentation

## Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

### Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.



# SOW Attachments Listing

## Statement of Work

### Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

### Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

### Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

### Attachment D. Conversion

Provides a description of the conversion process and legacy data specifications for each application suite.

# Attachment A. Work Acknowledgement Form

Williamson County, TX

Statement of Work

Wednesday, February 24, 2016

# Work Acknowledgment Form

Client:

Date:

Visit/Deliverable:

Accomplishments	Performed By	Notes

- I am satisfied with the work performed for this stage, and/or deliverable.
- I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.

Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Please return signed copy to the Tyler Technologies project team)



# Attachment B. Change Order Form

Williamson County, TX

Statement of Work

Wednesday, February 24, 2016



# Change Order Form

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Generated By: \_\_\_\_\_

Authorized By: \_\_\_\_\_

**Change Overview:**

--

**Narrative Description of Change:**

--

**Impact of Change:**

**Schedule Impact:** Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

**Cost Impact:**

Change Detail	Credit	Debit	Total

Revision No.: \_\_\_\_\_

*No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager*

Date Approved	Comments	Approved By	Signature



# Attachment C. System Requirements

Williamson County, TX

Statement of Work

Wednesday, February 24, 2016

# Hardware and Network Requirements

## System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

## Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

# Attachment D. Conversion

Williamson County, TX

Statement of Work

Wednesday, February 24, 2016



# Eagle Recorder Conversion Summary

This document should be used as a summary of what is included in the standard conversion for the Eagle Recorder product. This is not a complete description; for a complete description refer to the Eagle Recorder Conversion Specification.

## Client Responsibilities

- Provide data and images in standard format
- Provide data definition
- Provide balancing reports at same time as data
- Provide screen shots at same time as data
- Review the conversion prior to go live

## Data Conversion

Scope of this conversion for Eagle Recorder includes:

- All standard fields for land records, additional fields added to Notes field
- Conversion from Single System
  - Data from Thomson Reuters
  - Images from Thomson Reuters
- Redactions on images
- All standard fields for marriage records, additional fields added to Notes field
- All standard fields for birth records, additional fields added to Notes field
- All standard fields for death records, additional fields added to Notes field
- Images associated to the index record as described below

\*\* Tyler worked with the client to define the above scope of the conversion, if additional modules or items need to be converted the client should bring this to the attention of their Tyler Representative.

Other data elements are handled as such:

- Table lookups, such as subdivisions and common names, are imported using tools in the product with the assistance of the consultant. The data is provided by the client in text files
- GL beginning balances are entered by client at the time of go live
- House Account balances are entered by the client at the time of go live
- Receipts should be printed to an electronic file (.txt or pdf) for searching and can be searched outside of the recorder application

Tyler Technologies will put the data into the final format for the conversion. We will work closely with the client during this time to ensure all data is included and correctly formatted. The county must provide the data to Tyler in one of the following formats:

- A database dump of Microsoft SQL Server ®
- A database dump of Oracle ®
- A database dump of Microsoft Access ®
- A delimited ASCII text file(s)

A database definition that describes the above files should be sent at the same time as the file. Tyler will use the definition as a guide and will also work directly with the client and/or previous vendor to ensure all of the data is included in the conversion correctly.

## Images

Tyler can only work with and convert images that are stored in a file structure rather than a database. If the images are currently stored in a database, it is the responsibility of the county to extract them into a file structure. Tyler Technologies will create the file that maps the data to the images. The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the below image requirements are met.

Tyler Technologies standard image conversion requires images to be in the following format:

Group IV

TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at <http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>

Either 200dpi or 300dpi

Black and white

Single-page TIFF images should be stored in .001 - .0NN (for the page numbers) extensions. Multi-page TIFF images should be stored in .TIF extensions.

Images must be oriented correctly (right side up)

Total attachment size can be no larger than 65 Mb

The following are a few examples of items that are not included in the standard conversion, unless specifically stated above. The following can be addressed through custom conversion services:

Converting records with counts of less than 250

Getting more than 2 pulls of data, the initial pull for review and the final pull for go live

Running more than the 3 standard conversions, being the bulk and gap conversions

Data cleaning – including but not limited to name clean up, data fixes

Converting from multiple sources of data

Extracting images from database

Converting data or images not provided at the start of the project, all data and images must be provided at the same time

Tyler assisting in data extraction from legacy system

Tyler defining file layout if it is not provided

Changing configuration after sign off

Converting annotations and redactions

Converting Security Paper

Converting Historical Index (also used for Tract Books)

# Williamson, TX Change Order 5

*Tyler Technologies*

**Client:** Williamson County, TX – 2016-0060

**Requested By:** Nancy Rister      **Date:** 08.15.2016

**Client Project Manager:** Darrell Eichman      **Tyler Project Manager:** Lucinda Kerley

**Expiration Date:** 10.15.2016      **Change Req. Number:** TYL-2016-01107

## PROPOSED CHANGE

### Change Description

The Williamson County TX IT Department pulled the bulk conversion data on 4/1/16 instead of 4/7/16 as instructed by the County Clerk. As a result, there were numerous issues identified during the Conversion Review directly related to inaccurate data for 3/28/16-3/31/16. These issues required 39.75 hours of Implementation time and 25 hours of Project Management time above the allocated hours. Due to these issues, the project requires an additional 80 hours for completion.

## IMPACT OF CHANGE

### Schedule

Task	Original Start Date	Original Finish Date	Proposed Start Date	Proposed Finish Date
Conversion Review	7/11/16	7/22/16	No Change	7/29/16

## Schedule

## Resources

James Hendrickson – 40 hours

Barbara Rider – 15 hours

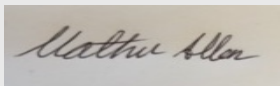
Lucinda Kerley – 25 hours

## Cost

Change	Cost	Total
60 hrs Implementation	\$140/hr	\$11,200
20 hr Implementation	(\$140/hr)	(\$2,800)
<b>Total</b>		<b>\$8,400</b>

## ACCEPTANCE

NOTE: No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

Date	Title	Approved By	Signature
08.15.2016	Professional Services Manager	Mathu Allen	
08.15.2016	County Clerk	Nancy Rister	



August 9, 2016

Nancy Rister  
Williamson County Clerk  
405 Martin Luther King St.  
Georgetown TX 78628

Dear Mrs. Rister,

Per our discussion, Tyler requests an additional 80 hours (60 hours to be paid for by Williamson County; 20 hours to be provided by Tyler) to complete your Eagle Recorder Implementation. The issues caused by the incorrect data provided by the Williamson County IT department required a considerable number of hours allocated to other project tasks to be used during Conversion Review. Those issues are as follows:

- Conversion Review:
  - The data provided by the Williamson County IT department was pulled on April 1, 2016, rather than April 7, per your instruction. This error caused data discrepancies for March 28 – March 31, 2016, which impacted the data conversion as a whole.
  - Both Tyler and your staff spent numerous hours researching these issues, resulting in Tyler expending 39.75 hours on the Conversion Review. Prior to this issue, Tyler expected to use 10 hours of Implementation time for this task.
  - Additional resources were used in planning for the correction of this issue during the Gap Conversion, including a change to the Conversion scope and extending the Conversion Review period to include an extra week.
- Project Management:
  - While there was a slight overage in Project Management hours prior to the Conversion Review, the time spent managing resources to address those issues has greatly impacted that budget.
  - Prior to the Conversion Review, 58.25 Project Management hours were expended on the project. During the Conversion Review, and additional 21 hours of Project Management were required. As a result, Project Management is 25 hours over budget (as of 7/28/16).
- Business Process Review:



1627 Cole Boulevard  
Suite 300  
Lakewood, Colorado 80401

P: 800.554.4434  
F: 303.271.1930

[www.tyler-tech.com](http://www.tyler-tech.com)

- During the Assess and Define phase of the implementation, Barbara Rider utilized 35 hours from the 32 hours allotted for Analysis.
- At the County's request, Barbara spent one day onsite at the County Clerk's office to observe and review business processes, equaling 10.5 hours of the Implementer's time.
- As a result, the Analysis task is 13.5 hours over budget. This overage was initially planned to be absorbed with the remaining project hours; however, that is no longer an option due to the hours utilized for the Conversion Review.

These three items resulted in the project being 80.75 hours over budget. As we discussed, the project requires an additional 80 hours to complete, with Williamson County covering 60 of those hours (\$8400). Please let me know when you have approval for these additional hours, and I will process the required change order.

Best Regards,

A handwritten signature in black ink that reads "Lucinda Kerley".

Lucinda Kerley  
Project Manager – Tyler Technologies

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 10/25/2016

JP#4 Truancy Program FY17 Budget 10-25-2016

**Submitted For:** Melanie Denny

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and acknowledge the 2016-2017 budget for JP #4 Truancy Program.

**Background**

The current fund balance is \$81,269.51. The projected FY17 revenues are \$17,000.00.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

JP #4 Truancy Program FY 17 Budget

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 10/18/2016

**Reviewed By**

Wendy Coco

**Date**

10/18/2016 09:10 AM

Started On: 10/17/2016 10:42 AM

**Entity:** 0369-0369 JP#4 Truancy Program

**Year:** 2017

<b>Expenses</b>		<b>Annual</b>
<b>0369 FY2017</b>		<b>FY 2017</b>
001101	PART TIME SALARIES	9,600.00
002010	FICA	734.40
002020	RETIREMENT	1,262.76
003100	OFFICE SUPPLIES	500.00
004231	TRAVEL	500.00
004232	TRAINING, CONF., SEMINARS	500.00
004350	PRINTED MATERIALS	500.00
004999	MISCELLANEOUS	500.00
	TOTAL EXPENSE	<u>14,097.16</u>



**Commissioners Court - Regular Session**

27.

**Meeting Date:** 10/25/2016

Approve TEEX Training Service Agreement per TEEX Contract# 27-101426

**Submitted For:** Max Bricka

**Submitted By:** Jewel Walker, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving contract for training services between Williamson County Road and Bridge and Texas A&M Engineering Extension Service (TEEX) per TEEX Contract# 27-101426 for the total amount of \$21,250.00.

**Background**

Statement of Services Performed is in Section II of the agreement attached. Legal and Contract Audit reviewed and approved this agreement document.

**Fiscal Impact**

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

**Attachments**

[TEEX Agreement](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 10/18/2016

**Reviewed By**

Wendy Coco

**Date**

10/18/2016 12:02 PM

Started On: 10/18/2016 09:35 AM

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between Williamson County Texas Road and Bridge Dept. (WCRB) and the Texas A&M Engineering Extension Service (TEEX) shown below as Contracting Parties.

### I. CONTRACTING PARTIES:

The Receiving Party: Williamson County Texas Road and Bridge Department  
3151 S.E. Inner Loop  
Georgetown Texas

The Performing Party: Texas A&M Engineering Extension Service, P.O. Box 40006, College Station,  
TX 77842 or 200 Technology Way, College Station, TX.77845

### II. STATEMENT OF SERVICES PERFORMED:

All or part of the Statement of Services is approved on a TEEX GSA contract:  Yes  No  
If yes above, and the customer is GSA eligible, the approved portion is a GSA sale unless otherwise noted below:

The customer has verified this is not a GSA related sale.

Other: (please state the reason)

**Services to include:** Performing party agrees to appear at WCRB training facility to conduct multiple training events on dates and times to be agreed on later. Train events will consist of:

One (1) HEP217 Excavation Safety Course (8 Hrs.),  
One (1) HEP002 Backhoe Operator Course (32 Hrs.),  
One (1) HEP208 Motorgrader Operator Course (32 Hrs.) and  
Two (2) HEP209 Front End Loader Courses (16 hrs. Ea.) HEP209 classes are to be conducted both in the same week on consecutive dates.

Receiving part to furnish classroom facility, outdoor training area, and functional heavy equipment and maintenance items relevant to each training event.

### III. CONTRACT AMOUNT:

HEP217 8 Hour Excavation Safety Training, for up to 15 attendees-	\$2500.00
HEP002 32 Hour Backhoe Operator Training for up to 4 attendees-	\$6250.00
HEP208 32 Hour Motorgrader Operator Training for up to 4 attendees-	\$6250.00
HEP209 16 Hour End Loader Operator Training for up to 4 attendees (1) -	\$3125.00
HEP209 16 Hour End Loader Operator Training for up to 4 attendees (2) -	\$3125.00

Total cost of Contracted Services: Twenty-one thousand two-hundred and fifty dollars and zero cents. (\$21,250.00)

### IV. PAYMENT FOR SERVICES:

Payment for services performed shall be billed lump sum with payment due within thirty (30) days of completion.

**V. TERM OF CONTRACT:**

This Contract is to begin as of the date of the last signature and shall terminate 31 December 2016.

If this Agreement is not signed by all parties and returned to both parties within 60 days of date of the first signature below, then this Agreement will be null and void and of no further effect.

**VI. USE OF PURCHASE ORDERS:**

To the degree that either or both of the parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

**VII. ALTERNATIVE DISPUTE RESOLUTION**

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and TEEX to attempt to resolve any claim for breach of contract made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Director of TEEX, who shall examine Customer's claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

**Customer Point of Contact:**

Name: Lee Garrett

Address 3151 S E Inner Loop Georgetown Texas

Phone: 512-943-3393

Email: [lgarret@wilco.org](mailto:lgarret@wilco.org)**TEEX Point of Contact:**

Training Manager: Rick Lemons

P.O. Box 40006, College Station, TX 77842-4006

Phone: 979-845-3003

Email: [Rickie.lemons@teex.tamu.edu](mailto:Rickie.lemons@teex.tamu.edu)

Both Parties reserve the right to terminate this agreement for reasonable cause or if it is determined the objectives of this program cannot be accomplished. Party wishing to terminate this program must notify the other Party in writing thirty (30) days in advance and arrange for a mutual settlement of expenses incurred.

**The undersigned Parties bind themselves to the faithful performance of this Contract.**

**For the Customer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Texas A&M Engineering Extension Service:**By:  \_\_\_\_\_Name: Greg CohenTitle: Director, Business ServicesDate: 10-4-16

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 10/25/2016

Purchase of Vehicles Oct 2016

**Submitted For:** Max Bricka

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take any appropriate action to approve co-op purchases (BuyBoard Contract # 430-13) between Williamson County, Texas and Caldwell Country for (2) 2017 Ford Explorer (1) 2017 Chevy Tahoe (1) Ford F-250 to support operations of Williamson County Attorney's Office, Williamson County Constable Pct 3, & AgriLife Extension Office.

**Background**

Purchasing has received requests from the County Attorney's Office, Constable Pct 3 Office, and Agrilife Extension Office to purchase vehicles from Caldwell Country utilizing the BuyBoard Cooperative (Contract # 430-13). Quotes are attached.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Constable 3 Quote](#)

[Co Atty Quote](#)

[Agrilife Quote](#)

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 10/20/2016

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

10/20/2016 08:38 AM

10/20/2016 02:20 PM

Started On: 10/19/2016 03:09 PM



QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: WILLIAMSON COUNTY PCT 3	Contractor: CALDWELL COUNTRY
Contact Name: TERESA LOCK	CALDWELL COUNTRY
Email: TLOCK@WILCO.ORG	Prepared By: Averyt Knapp
Phone #: 512-943-1434	Email: aknapp@caldwellcountry.com
Fax #: 512-943-1440	Phone #: 979-567-6116
Location City & State: GEORGETOWN	Fax #: 979-567-0853
Date Prepared: OCTOBER 7, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2017 CHEVROLET TAHOE PPV CC15706

A Base Price & Options: \$33,520

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	(LH SPOTLIGHT (\$490) INCLUDED, OEM GM FLASHER SYSTEM, FOUR DOORS WHITE, FOUR REMOTES, FOUR KEYS, PPV, 5.3L-V8, 6-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, AIR CONDITION FRONT & REAR, TILT, CRUISE, CLOTH BUCKETS/VINYL REAR BENCH, FULL RUBBER FLOOR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POEWR LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARD, TRAILER HITCH REAR VISION CAMERA	INCL		<i>Ref # 110/55</i>	
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL			CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					
Quantity Ordered					1
Subtotal E					\$33,520
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: BLACK & WHITE (4DRS)					
					INCL
H. Total Purchase Price (E+F)					
					\$33,920
Estimated Delivery Date:					60-90 DAYS APPX

**CALDWELL COUNTRY**

**FORD & CHEVROLET  
BUYBOARD BID 430-13**

End User: WILLIAMSON COUNTY Caldwell Rep: AARON WILEY  
 Contact: MELISSA HIGHTOWER Phone/fax: 254-773-8824 / 254-773-8808  
 Phone/email: 512-943-1103/mhightower@wilco.org Date: Wednesday, September 28, 2016  
 Product Description: FORD EXPLORER email: aaron@caldwellcountry.com

A. Bid Series: 104 A. Base Price: **\$ 25,181.00**

**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2017 PI UTILITY AWD	\$ 1,245.00	65U	INTERIOR UPGRADE PACKAGE	\$ 370.00
	3.7L FFV V6; 6-SPD AUTOMATIC	INCL		CLOTH SEATS; CARPET FLOORS	INCL
	A/C; AM/FM/CD	INCL		FACTORY CONSOLE	INCL
	CRUISE CONTROL	INCL	17A	AUX. REAR A/C	\$ 579.00
	POWER WINDOWS AND LOCKS	INCL	595	KEYLESS ENTRY	\$ 247.00
	CLOTH BUCKETS FRONT	INCL	65L	WHEEL COVERS	\$ 57.00
	VINYL 2ND ROW SEAT	INCL	86P	PRE-DRILLED HEADLIGHT	\$ 118.00
	RUBBER FLOOR	INCL		HOUSING FOR HIDE-A-WAYS	
	REAR VIEW CAMERA	INCL	66B	TAIL LAMP LIGHT SOLUTION	\$ 403.00
			66C	REAR LIGHTING SOLUTION	\$ 432.00
			21L	FRONT WARNING AUX. R/B	\$ 522.00
<b>Total of B. Published Options:</b>					<b>\$ 3,973.00</b>

**C. Unpublished Options [Itemize each below, not to exceed 25%]** \$= 1.1 %

Options	Bid Price	Options	Bid Price
60A- PRE-WIRING FOR GRILL LIGHTS, SIREN, AND SPEAKER	\$ 47.00	BLACK	COLOR
63B- SIDE MARKER LIGHTS ON MIRRORS	\$ 275.00	ESTIMATED 90-120 DAYS	DELIVERY
DRIVER SIDE- RED / PASSENGER- BLUE			
<b>Total of C. Unpublished Options:</b>			<b>\$ 322.00</b>

D. Pre-delivery Inspection: **\$ -**

E. Texas State Inspection: **\$ -**

F. Manufacturer Destination/Delivery: **\$ -**

G. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

H. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

I. Contract Price Adjustment: REAR A/C DISCOUNT **\$ (579.00)**

J. Additional Delivery Charge: 0 miles **\$ -**

K. Subtotal: **\$ 28,897.00**

L. Quantity Ordered 2 x K = **\$ 57,794.00**

M. Trade in: **\$ -**

N. BUYBOARD FEE PER PURCHASE ORDER: **\$ 400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: **\$ 58,194.00**

**CALDWELL COUNTRY FORD - CHEVROLET**

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY

Caldwell Rep: MICHAEL WILEY

Contact: RANDY ROGERS

Phone/fax: 254-773-8824 / 254-773-8808

Phone/email: 512-943-3368 / rrodgers@wilco.org

Date: Tuesday, August 16, 2016

Product Description: FORD F-250

email: [mwiley@caldwellcountry.com](mailto:mwiley@caldwellcountry.com)

A. Bid Series: 113

A. Base Price: **\$ 22,293.00**

**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
W2B	2017 CREW CAB 4X4	\$ 6,340.00	52B	BRAKE CONTROLLER	\$ 256.00
	6.2L FFV V8; 6-SPD AUTOMATIC	INCL			
	A/C; AM/FM RADIO	INCL			
	VINYL 40/20/40 SEAT	INCL			
	RUBBER FLOOR	INCL			
	6.5FT BED	INCL			
	TRAILER TOW PACKAGE	INCL			
	MANUAL TRANFER CASE	INCL			

Total of B. Published Options: **\$ 6,596.00**

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 2.1 %

Options	Bid Price	Options	Bid Price
GRILL GUARD	\$ 595.00	WHITE	COLOR
		90-120 DAYS ESTIMATED	DELIVERY

Total of C. Unpublished Options: **\$ 595.00**

D. Pre-delivery Inspection:

**\$ -**

E. Texas State Inspection:

**\$ -**

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

**\$ -**

H. Lot Insurance (for in-stock and/or equipped vehicles):

**\$ -**

I. Contract Price Adjustment:

**\$ -**

J. Additional Delivery Charge: 0 miles

**\$ -**

K. Subtotal:

**\$ 29,484.00**

L. Quantity Ordered 1 x K =

**\$ 29,484.00**

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

**\$ 400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE

**\$ 29,884.00**



**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 10/25/2016

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) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Fiji
- e) Leander Medical Center
- f) Project Monkey

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/20/2016

**Reviewed By**

Wendy Coco

**Date**

10/20/2016 02:20 PM

Started On: 10/20/2016 08:45 AM

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 10/25/2016

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**

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

- a) Discuss proposed acquisition of property for right-of-way for Mays St. Extension
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: 183/Whitewing Right of Way
- f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
- g) Discuss the acquisition of real property: CR 111
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property: landfill properties
- j) Discuss the acquisition of real property: Inner Loop.
- k) Discuss the acquisition of real property for County Facilities.
- l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
- m) Discuss the acquisition of real property on CR 305.
- n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- o) Discuss the acquisition of real property: Arterial H
- p) Discuss the acquisition of easements on the Forest North project.
- q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.

**B. Property or Real Estate owned by Williamson County**

- 1). 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 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/20/2016

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