

AGENDA ITEM # 8April 15, 1997\*Consider granting preliminary plat approval to Estates of Brushy Creek.

Joe England advised this was a revised preliminary plat. One culdesac street had been removed.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To grant preliminary plat approval to Estates of Brushy Creek contingent upon changing right-of-way from 50 feet to 60 feet, and Block B to be noted on plat.

Vote: Motion carried 5 - 0

AGENDA ITEM # 9April 15, 1997\*Consider approving memorandum of agreement between Williamson County and the U.S. Army Corp of Engineers pertaining to right of way acquisition for extension of D.B. Wood Road.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve memorandum of agreement between Williamson County and the U.S. Army Corp of Engineers pertaining to right-of-way acquisition for extension of D. B. Wood Road.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

< Clerk copy here >



DEPARTMENT OF THE ARMY  
FORT WORTH DISTRICT, CORPS OF ENGINEERS  
P. O. BOX 17300  
FORT WORTH, TEXAS 76102-0300

REPLY TO  
ATTENTION OF

April 2, 1997

Environmental Division

SUBJECT: Memorandum of Agreement for D.B. Wood Road Extension at Lake  
Georgetown, Texas

Honorable John C. Doerfler  
County Judge  
Williamson County  
710 Main Street, Second Floor  
Georgetown, Texas 78626

Dear Judge Doerfler:

This letter is in response to your inquiry dated August 15, 1996 regarding granting of a perpetual easement for the relocation/extension of D.B. Wood Road. Attached is a Memorandum of Agreement (MOA) providing the means by which the U.S. Army Corps of Engineers (USACE) can process this request. The MOA establishes terms and agreements between the USACE and Williamson County for the completion of environmental, engineering, and real estate actions that are required prior to the issuance of such an easement.

If necessary, our staff members would be happy to meet with you prior to your signing of this MOA. Please contact Ms. Linda Ashe (817) 978-6382 or Mr. Joe Paxton (817) 978-2095 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "M. G. Enschede".

Michael G. Enschede  
Chief, Environmental Division

Enclosure

Copy Furnished:

Mr. Joe England, County Engineer  
Williamson County  
1900 Georgetown Inner Loop, Suite B  
Georgetown, TX 78626



DEPARTMENT OF THE ARMY  
FORT WORTH DISTRICT, CORPS OF ENGINEERS  
P. O. BOX 17300  
FORT WORTH, TEXAS 76102-0300

VOL 0088 PAGE 091

MEMORANDUM OF AGREEMENT  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT

SUBJECT: U.S. Army Corps of Engineers participation with Williamson County, Texas in the acquisition of right-of-way and environmental compliance associated with the extension of D.B. Wood Road at the Lake Georgetown Project.

1. Purpose. The purpose of this Memorandum of Agreement (MOA) is to provide a vehicle by which the U.S. Army Corps of Engineers, Fort Worth District (USACE) can process a request from Williamson County, Texas (County) to obtain a road right-of-way across USACE owned property at Lake Georgetown, Texas. Because this proposed action involves Federal property, it requires compliance with the National Environmental Policy Act of 1969, as amended (NEPA). The NEPA process involves the preparation of an Environmental Assessment (EA) resulting in either a Finding of No Significant Impact (FONSI) or a Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS). The USACE acknowledges that the proposed action and alternatives represent a public and regional interest; however, this proposed action exceeds the current USACE Congressionally-authorized mission purpose (ie. flood control, water supply, recreation, or the operation and maintenance in furtherance of these purposes) and current levels of funding. The USACE, therefore, has no authority to expend Federal funds toward meeting the NEPA compliance requirements. This MOA provides the means by which the USACE and County may act in a cooperative manner for the purpose of meeting the identified greater public/regional need.

2. Objective. The objective of the MOA is to establish procedures, responsibilities, and financial obligations between the USACE and the County for support of the environmental and real estate actions involved in the County's acquisition of a right-of-way for the extension of D.B. Wood Road at the Lake Georgetown Project.

3. Reference. The authority for this MOA is stated in the Support for Others (SFO) Program, ER 1140-1-211.

4. Understandings, Agreements, Support and Resource Needs.

a. The USACE will be responsible for preparation of documentation required for compliance with provisions of the NEPA. The County has previously provided the USACE with a threatened and endangered species survey (July 1996) and a cultural resource survey (August 1996), both prepared by SWCA, Inc., Environmental Consultants of Austin, Texas, which provide information gathered from the County's proposed route of the D.B. Wood Road extension. It is understood that the County may select a private sector environmental firm to generate an Environmental Information Document (EID) to facilitate compliance with NEPA. Compliance with the NEPA process shall begin with preparation by the USACE of an

Environmental Assessment (EA) and decision document consisting of either a Finding of No Significant Impact (FONSI) or Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS).

b. The NEPA Technical Manager (TM) will be responsible for coordinating all environmental issues with the appropriate officials in the USACE Real Estate Division, Lake Georgetown Project Office, the Texas Parks and Wildlife Department, the U. S. Fish and Wildlife Service, and the State Historic Preservation Officer, as required by law, to determine the suitability of any real estate used for the purposes of this proposed project, including mitigation areas. The NEPA TM will be responsible for coordinating and tracking all funding within the USACE.

c. The USACE resource needs will be provided by the County. The USACE efforts associated with accomplishment of this proposed project are outlined in a Scope of Work (SOW), included as Attachment A to this MOA. The estimated cost to the County for support of the USACE efforts is made in a Government Estimate (GE), included as Attachment B to this MOA. This estimate was prepared using "worst case" projections of the efforts to be provided; actual costs may be lower. **All funds not required for the completion of this effort by the USACE will be returned to the County.** As reflected in both the SOW and GE, the County has the option of providing the USACE with an EID or having the USACE prepare the EA in its entirety using the existing information. Tasks and associated costs for each of these options are included as part of the attachments. **Support funds will be disbursed as checks made out to: Finance and Accounting Officer USAED, Fort Worth.** The checks will be mailed to:

U.S. Army Corps of Engineers  
USACE Finance Center  
ATTN: CEFC-AO  
7800 3<sup>rd</sup> Avenue  
Millington, TN 38054-5005  
Telephone: (901) 874-7854

d. Agency Coordination. Unless otherwise indicated in writing, the Corps point of contact for this project is:

Mr. Carey Weber  
U.S. Army Corps of Engineers  
ATTN: CESWF-OD-GA  
Route 5, Box 500  
Georgetown, TX 78626-9551  
Telephone: (512) 863-3016

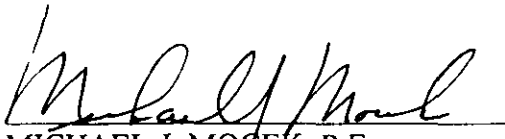
e. In the event that the EA results in an NOI, the USACE and County will discuss the implications of such a finding, and reevaluate the technical services to be provided by the USACE and all associated costs.

f. Construction activities associated with the proposed project will not begin until all Federal requirements have been met and the County has been notified in writing by the USACE of project approval.

g. For natural and cultural resources known to be disturbed by the construction, a mitigation plan shall be submitted by the County for consideration by the USACE. The mitigation plan must be agreed upon by both parties prior to the start of construction.


h. It is understood that if the proposed project goes into the construction phase the County will be responsible for compliance with all Federal, State, and/or local laws pertaining to protection of cultural or natural resources. This will include excavation and/or mitigation actions for any known cultural or natural resources, or those which might be unearthed during construction.

5. Effective Date. This MOA becomes effective when signed and dated by both parties and shall remain in effect until either modified, or the project has been completed.

  
MICHAEL J. MOCEK, P.E.  
Deputy District Engineer

Date April 3, 1997

On behalf of Williamson County, Texas, I request the technical services of the U.S. Army Corps of Engineer, Fort Worth District to process the counties request of a proposed right-of-way for the extension of D.B. Wood Road at Lake Georgetown, Texas. I am aware that the proposed action requires compliance with the National Environmental Policy Act of 1969, as amended, and that these technical service cannot be procured through ordinary business channels.

  
JOHN C. DOERFLER  
County Judge  
Williamson County, Texas

Date 4-15-97

## ATTACHMENT A

SCOPE OF WORK  
D.B. WOOD ROAD EXTENSION  
AT

## LAKE GEORGETOWN, WILLIAMSON COUNTY, TEXAS

**1.0 INTRODUCTION:** In July 1984 a five year easement was granted to Williamson County, Texas (County) allowing traffic to be routed along a two lane roadway across U.S. Army Corps of Engineers (USACE) owned property, including the North San Gabriel Dam at Lake Georgetown. The roadway was originally designed to accommodate only limited traffic for access to recreational areas. The USACE has continued to grant extensions of the easement while the County sought an alternative which would move traffic off of the existing roadway. The County is requesting a right-of-way which is located east-southeast and parallel to the North San Gabriel Dam. The County proposes to fund the construction of a 2.2 mile, 5 lane, arterial road which will provide relief from growing traffic problems, and will service SunCity and other growing areas in the county. The proposed road would have a 120 foot wide right-of-way corridor with 80 feet of pavement, would span the North San Gabriel River southeast of the dam, and would be an extension of the existing D.B. Wood Road.

**2.0 PURPOSE:** The National Environmental Policy Act of 1969, as amended (NEPA), requires agencies of the Federal Government to analyze and make available to the public information on any environmental impacts of its proposed actions. The Council on Environmental Quality (CEQ) issued regulations governing this process (40 CFR 1500-1508). These regulations are based on NEPA and Executive Order 11514 and 11991 which provide Presidential direction to Federal agencies to implement NEPA's requirements. Environmental Regulation (ER) 200-2-2 provides guidance for implementation of the procedural provisions of the NEPA for the Civil Works Program of the USACE.

**3.0 SCOPE OF WORK:** The objective of this effort can be met by the USACE team by means of one of two proposed options for the environmental phase of this action. The level of effort on behalf of the USACE will vary depending on which option the County chooses. Sections 3.1 and 3.2 outline these two options. The USACE efforts will include, but are not limited to, the following:

**3.1 Environmental Information Document Option.**

3.1.1 Under this option, The County shall provide analysis of potential environmental impacts from the proposed action and alternatives in an Environmental Information Document (EID); such analysis shall be performed using the baseline data disclosed in the Final Environmental and Archaeological Investigation Documents which were completed by the County in July and August 1996, respectively. Alternatives are listed in paragraph 4.3 of this scope of work (SOW). The EID shall follow the format of an EA and shall contain all components as specified

in ER 200-2-2. The USACE will prepare the Environmental Assessment (EA) from the Environmental Information Document (EID) provided by the County.

3.1.2 NEPA Coordination: Coordination of environmental activities within the USACE, and with outside resource agencies will be the responsibility of the NEPA Technical Manager. Outside resource agencies which require coordination are: U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD), and State Historic Preservation Office (SHPO).

3.1.3 Site Visit: USACE team members, consisting of personnel from Environmental Division, Real Estate Division, and Engineering/Construction Division will make a thorough inspection of the proposed route for the extension of D.B. Wood Road, together with representatives from the County and all resource agencies.

3.1.4 Real Estate Division shall perform the following tasks:

3.1.4.1 Records search and review and completion of Report of Availability and Determination of Availability.

3.1.4.2 Review and verification of plat and legal description.

3.1.4.3 Draft easements and complete action.

3.1.5 Engineering/Construction Division shall perform the following tasks:

3.1.5.1 Civil/Structural: Make site inspection and review roadway plans to insure compatibility with operation of the project.

3.1.5.2 Geotechnical: Review of roadway plans for dam safety issues.

3.1.5.3 Hydraulics and Hydrology: Review and coordinate hydraulic issues.

### **3.2 Environmental Assessment Option.**

3.2.1 Under this option, the USACE will prepare an EA using the baseline data provided in the Final Environmental and Archaeological Investigation Documents provided by the County. The EA will contain an environmental analysis of the proposed action and alternatives as specified in ER 200-2-2. Alternatives to be considered are listed in paragraph 4.3 of this SOW.

3.2.2 NEPA Coordination: Coordination of environmental activities within the USACE, and with outside resource agencies shall be the responsibility of the NEPA Technical Manager. Outside resource agencies which will require coordination are: U.S. Fish and Wildlife Service

(USFWS), Texas Parks and Wildlife Department (TPWD), and State Historic Preservation Office (SHPO).

3.2.3 Site Visit: USACE team members, consisting of personnel from Environmental Division, Real Estate Division, and Engineering/Construction Division shall make a thorough inspection of the proposed route for the extension of D.B. Wood Road, together with representatives from the County and all resource agencies.

3.2.4 Real Estate Division tasks for this option shall be the same as listed for the previous option in section 3.1.4 of this SOW.

3.2.5 Engineering/Construction Division tasks for this option shall be the same as listed for the previous option in section 3.1.5 of this SOW along with the following additional tasks:

3.2.5.1 Provide baseline information and environmental consequences for the EA concerning Air Quality, Noise, Groundwater, and Surface Water.

3.2.6 Environmental Division, Evaluation Branch shall provide analysis in the EA concerning Environmental Justice.

#### **4.0 SPECIAL CONSIDERATIONS:**

4.1 The Government will grant any licenses required for environmental documentation.

4.2 In the event that any additional land outside of the requested 300 foot wide permanent right of way is needed for construction purposes (such as for operation of heavy equipment), the County shall obtain the proper construction license from the Real Estate Division of the USACE.

4.3 The Government will make available to appropriate agencies existing cultural and natural resource documents for the proposed project area should they be requested for preparation of an EID.

4.4 The EID and EA will consider at least, but not necessarily be limited to, the following Alternatives: 1) Extension of D.B. Wood Road along the route proposed by the County in the Environmental and Archaeological Investigations Documents; 2) Extension of D.B. Wood along a route coinciding with the eastern boundary of the Lake Georgetown Project property; 3) Improve/enlarge the current roadway to accommodate the traffic load projected for the year 2010, and modify the route at the southern end so as to minimize traffic impacts to recreational facilities/camping areas; 4) No Action Alternative: Continue use of the existing roadway until the end of the current easement. Once the easement has terminated, the County will be responsible for removal of the existing temporary roadway which connects to D.B. Wood Road. At that time the land contours and vegetation will be restored to their original condition.



4.5 The County shall provide the plat and legal description to the USACE Real Estate Division.

4.6 The County shall be responsible for compliance with The Clean Water Act (CWA) of 1977. Compliance issues shall be addressed in the EA. Section 404 of the CWA regulates development in or near streams and wetlands which would result in discharge of dredge or fill. A permit must be obtained from the USACE prior to such activities. The USACE TM shall assist the County with this permitting action. Under authority of the CWA, the Environmental Protection Agency (EPA) is responsible for issuing permits to control storm water discharges that affect five or more acres of land. The major requirement of the permit is the development of a Storm Water Pollution Prevention Plan (SWPPP) and filing of a Notice of Intent with the EPA. Development of the SWPPP and filing activities shall be the responsibility of the County.

**5.0 POINTS OF CONTACT:** The following persons shall be considered key personnel for the proposed project.

5.1: NEPA Technical Manager, Environmental Division (Ecological Section): Ms. Linda Ashe, CESWF-EV-EE, P.O. Box 17300, Fort Worth, Texas 76102-0300, (817) 978-6382.

5.2 Operations Division: Mr. Doug Cox, U.S. Army Corps of Engineers, CESWF-OD-R, P.O. Box 17300, Fort Worth, Texas 76102-0300, (817) 978-2707.

5.3 Lake Georgetown: Mr. Carey Weber, U.S. Army Corps of Engineers, CESWF-OD-GA, Route 5, Box 500, Georgetown, TX 78626-9551, (512) 863-3016.

5.4 Little River Project: Mr. Robert Adams, U.S. Army Corps of Engineers, CESWF-OD-BN, 99 FM 2271, Belton, TX 76513-9717.

5.5 Environmental Division (Cultural Section): Ms. Patience Patterson, CESWF-EV-EC, P.O. Box 17300, Fort Worth, Texas 76102-0300, (817) 978-6390.

5.6 Real Estate Division: Ms. Gerri Barsotti, CESWF-RE-MM, P.O. Box 17300, Fort Worth, Texas 76102-0300, (817) 978-4397.

5.7 Engineering/Construction Division: Mr. Jeffery Comer, CESWF-EC-TC, P.O. Box 17300, Fort Worth, Texas 76102-0300, (817) 978-2311x1678.

## ATTACHMENT B

**GOVERNMENT ESTIMATE  
PREPARATION OF ENVIRONMENTAL ASSESSMENT  
D.B. WOOD ROAD EXTENSION  
LAKE GEORGETOWN, WILLIAMSON COUNTY, TEXAS**

**EID Option:**

Environmental Division	\$17,200.00
Real Estate Division	6,300.00
Engineering/Construction Division	5,800.00
Programs and Project Management Division	1,000.00
Travel and Per Diem	2,000.00

<b>Total Cost of EID Option</b>	<b>\$32,300.00*</b>
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**EA Option**

Environmental Division	\$32,900.00
Real Estate Division	6,300.00
Engineering/Construction Division	12,800.00
Programs and Project Management Division	1,000.00
Travel and Per Diem	2,000.00

<b>Total Cost of EA Option</b>	<b>\$55,000.00*</b>
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\*Cost are estimated using "worst case" projections of effort. Actual costs may be lower. All unused funds will be returned to Williamson County.

Consider designating old County Road 418 North as County Road 499.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To designate old County Road 418 North as County Road 499.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

## AGENDA ITEM # 11

April 15, 1997

\*

Consider approving purchase of property sold by City of Taylor.  
(Jointly owned with the county.)

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve purchase of property sold by City of Taylor. (Jointly owned with the county.)

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

<Clerk copy here>



April 07, 1997

Williamson County Courthouse  
Williamson County Judge  
John Doerfler  
710 Main, Second Floor  
Georgetown, Texas 78626

Dear Judge Doerfler:

The City of Taylor has received an offer to purchase property which it is holding in trust as a result of previous tax sales. The offer of \$1,000.00 is less than the adjudged value of \$1,500.00 but it represents an offer of more than could be expected.

Enclosed is a deed for the property for you to execute if the County is willing to agree to the sale. Once you have executed the deed and had your signature notarized Please return it to me for delivery to the purchaser.

Thank you for your cooperation and assistance in this matter. Please let me know if you have any questions or comments concerning this matter.

Sincerely,



David Weber  
Administrative Coordinator

## DEED WITHOUT WARRANTY

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

THAT The City of Taylor, Texas, as Trustee, acting through the Chairman of the City Commission of The City of Taylor, Texas, Grantor, for and in consideration of the sum of ONE THOUSAND AND 00/100THS (\$1,000.00) 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 RICKY HILL and PATRICIA HILL of 600 West Walnut, Taylor, Texas 76574, the following described Property, to wit:

Lot 6, Block 41, Doak's Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Volume 315, Page 356 of the Deed Records, Williamson County, Texas

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.

Grantors 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.

The property is hereby sold, transferred, and assigned to grantees "as is" and "with all faults".

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, stated above, to Grantee, RICKY HILL and PATRICIA, their successors and assigns forever, without warranty of any kind.

IN TESTIMONY WHEREOF The City of Taylor, Texas, as Trustee joined herein by Taylor Independent School District and The County of Williamson, Texas, have caused these presents to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1997.

THE CITY OF TAYLOR, TEXAS

By DONALD HILL  
CHAIRMAN, CITY COMMISSION

STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§

BEFORE ME, the undersigned authority, on this day personally appeared Donald Hill, Chairman, City Commission of The City of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1997.

Notary Public in and for the State of  
Texas  
My Commission Expires \_\_\_\_\_

TAYLOR INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
PRESIDENT, BOARD OF TRUSTEES

STATE OF TEXAS  
COUNTY OF BOWIE

§  
§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, President, Board of Trustees of Taylor Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1997.

Notary Public in and for the State of  
Texas  
My Commission Expires \_\_\_\_\_

THE COUNTY OF WILLIAMSON, TEXAS

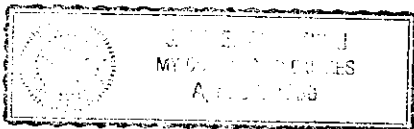
By John C. Doerfler 4-15-97  
COUNTY JUDGE

STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§

BEFORE ME, the undersigned authority, on this day personally appeared John C. Doerfler, County Judge of The County of Williamson, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of April, A. D. 1997.



Jane E. Sapler  
Notary Public in and for the State of  
Texas  
My Commission Expires 4-29-98

After recording, please return to:

RICKY HILL and PATRICIA HILL  
600 West Walnut  
Taylor, Texas 76574

AGENDA ITEM # 12April 15, 1997\*Consider approving interlocal agreement with the City of Thorndale for old EMS ambulance.

John Sneed stated the City of Thorndale EMS has helped cover the east side of the county and the only thing they have asked in return is if we have any equipment that no longer meet our needs they be considered. We are now retiring a 1991 ambulance and would like for it to be donated to the Thorndale EMS. The City of Thorndale Mayor Gary Williams and EMS employee Kevin Bauerschlag were present.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve interlocal agreement with the City of Thorndale for old EMS ambulance.

Vote: Motion carried 5 - 0

AGENDA ITEM # 13April 15, 1997\*Consider approving request from Health Benefits Committee to use forfeited money in Flexible Spending arrangement for purchase of audio visual equipment to be utilized by all departments.

Lisa Zirkle stated the amount of money involved is \$1600.00.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve request from Health Benefits Committee to use forfeited money in Flexible Spending arrangement for purchase of audio visual equipment to be utilized by all departments.

Vote: Motion carried 3 - 1 with Commissioner Hays absent from the dais and Commissioner Heiligenstein voting against.

AGENDA ITEM # 14April 15, 1997\*Consider awarding bid for contract mowing.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To award bid to Austin Risk Control Services contingent upon them servicing the contract.

Vote: Motion carried 5 - 0

AGENDA ITEM # 15April 15, 1997\*Consider awarding bid for 96 bed jail addition.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To award bid for 96 bed jail addition to Richmond Commercial Construction, Inc.

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the 15<sup>th</sup> day of April in the year of  
Nineteen Hundred and Ninety Seven

**BETWEEN** the Owner: WILLIAMSON COUNTY COMMISSIONERS COURT  
(Name and address) Hon. John C. Doerfler, County Judge  
700 Main Street, 2nd Floor  
Georgetown, TX 78626

and the Contractor: RICHMOND COMMERCIAL CONSTRUCTION, INC.  
(Name and address) P. O. Box 548  
Georgetown, TX 78627

The Project is: Complete construction of the  
(Name and location) WILLIAMSON COUNTY TEMPORARY INMATE HOUSING  
to be located in Georgetown, Texas

The Architect is: DI STEFANO/SANTOPETRO ARCHITECTS, INC.  
(Name and address) 2500 CityWest Blvd., Suite 1350  
Houston, TX 77042

The Owner and Contractor agree as set forth below.

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A101-1987 1

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**ARTICLE 1****THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2****THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~XXXXXX~~.

**ARTICLE 3****DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**Upon date of Notice to Proceed**

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

**120 Calendar Days from date of Notice to Proceed**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of  
FOUR HUNDRED THIRTY TWO THOUSAND EIGHTY NINE AND NO/100----- Dollars  
(\$ 432,089.00), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

BASE BID: \$432,089

**4.3** Unit prices, if any, are as follows: N/A

## ARTICLE 5 PROGRESS PAYMENTS

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**5.3** Provided an Application for Payment is received by the Architect not later than the twentieth last day of a month, the Owner shall make payment to the Contractor not later than the twentieth last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than            days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent ( 5 %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent ( 95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

- Final payment shall be made by OWNER not more than ten (10) days after Architect certifies to the FINAL COMPLETION OF THE WORK. Refer to subparagraph 9.4.3.4 of the SUPPLEMENTARY GENERAL CONDITIONS.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9****ENUMERATION OF CONTRACT DOCUMENTS**

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated March 4, 1997, and are as follows:

Document	Title	Pages
A1	ADVERTISEMENT FOR BIDS	1
A2	INSTRUCTIONS TO BIDDERS	2
A4	CASH ALLOWANCES	1
B1	FORM OF AGREEMENT	1
C1	GENERAL CONDITIONS	1
C2	SUPPLEMENTARY GENERAL CONDITIONS	7

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Project Manual titled "PROJECT MANUAL GENERAL DOCUMENTS AND SPECIFICATIONS FOR THE WILLIAMSON COUNTY TEMPORARY INMATE HOUSING, GEORGETOWN, TEXAS - DATED MARCH 4, 1997 - PREPARED BY DI STEFANO/SANTOPETRO ARCHITECTS, INC.".		

(to be attached)

9.1.5 The Drawings are as follows, and are dated 3/10/97  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
<u>ARCHITECTURAL:</u> Sheets A1, A2, A3		
<u>MECHANICAL, PLUMBING, ELECTRICAL:</u> Sheets M1-1, M2-1		
	Sheets P1-1, P2-1	
	Sheets E1-1, E2-1, E3-1	

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
1	April 4, 1997	4
2	April 4, 1997	1
3	April 7, 1997	1

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

-DOCUMENT A3, PROPOSAL FORM submitted by RICHMOND COMMERCIAL CONSTRUCTION, INC., dated April 8, 1997.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER  
WILLIAMSON CO. COMMISSIONERS COURT

John C. Doerfler 4-15-97  
(Signature)

John C. Doerfler, County Judge

(Printed name and title)

CONTRACTOR  
RICHMOND COMMERCIAL CONSTRUCTION, INC.

Steve Richmond  
(Signature)

Steve Richmond, President

(Printed name and title)



**CAUTION:** You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

PROJECT: WILLIAMSON COUNTY TEMPORARY INMATE HOUSING  
Georgetown, Texas  
BID DATE: Tuesday, April 8, 1997  
BID TIME: 2:00 P.M.  
PLACE: OFFICE OF THE COUNTY JUDGE

CONTRACTOR: RICHMOND COMMERCIAL CONSTRUCTION, INC.  
TYPED/PRINTED NAME OF FIRM SUBMITTING PROPOSAL

TO: WILLIAMSON COUNTY COMMISSIONERS COURT  
Hon. John C. Doerfler, County Judge  
County Courthouse - 700 Main Street, 2nd Floor  
Georgetown, TX 78626

**BASE BID**

Having carefully examined the Construction Documents and having visited the site and examined all conditions affecting the Work, the undersigned agrees to provide all labor and material required by the Construction Documents and do all work necessary for the complete construction of the WILLIAMSON COUNTY TEMPORARY INMATE HOUSING, to be located in Georgetown, Texas, for the lump sum of:

FOUR HUNDRED THIRTY TWO THOUSAND EIGHT NINE DOLLARS  
(amount written in words governs)  
(\$ 432,089.00)  
(amount in figures)

BROKEN DOWN AS FOLLOWS: \$ NOT AVAIL. Material  
\$ AT THIS TIME Labor

**TIME FOR COMPLETION.** If awarded a Contract for this Project, the undersigned agrees to Substantially Complete the Work within 120 Calendar Days from date of Notice to Proceed and further agrees, subsequent to issuance of the Substantial Completion Certificate, to fully complete the Work within thirty (30) days or such approved extension of time thereafter.

**ADDENDA.** The undersigned acknowledges receipt of Addendum Number(s) 3 issued during the time for bidding and has included the several changes therein in this Proposal.

**BID SECURITY.** Bid Security in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) in the form of BID BOND is submitted herewith as a guarantee that the undersigned will, if this Proposal is accepted and the undersigned be notified of such acceptance, enter into a Contract and furnish acceptable Performance and Payment Bonds within ten (10) days after the prescribed forms of Agreement and bond are presented to the undersigned for execution and that no bid made hereby will be withdrawn within thirty (30) days after the date set for opening of bids for this Work without your consent.

**CHANGES IN THE WORK.** When changes in the Work are ordered involving extra cost over and above the Contract Sum, the cost of such extra work shall be stated as a lump sum to be added to the Contract Sum before the extra work is begun, in which event the lump sum shall represent the actual cost of labor and material plus 10 percent overhead, plus 5 percent profit for work performed by the General



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Contractor, and 15 percent profit on subcontract work performed by a subcontractor. In no case shall profit and overhead exceed percentages as listed in the Specifications, Document C2.

**COMPLIANCE ACKNOWLEDGMENT.** The undersigned acknowledges this Proposal is based on **STRICT COMPLIANCE** with the Drawings and Specifications, as to Items, materials, methods, etc., or **PRIOR APPROVED EQUALS ISSUED BY ADDENDA BEFORE BID OPENING DATE.**

**GENERAL.**

It is understood that if accepted by Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Agreement, and failing to comply with any part of this Proposal will be taken as failure of the Bidder to comply with the Contract Agreement and will be just cause for rejection of the Work.

If awarded the Contract for this Project, the undersigned shall submit to the Architect a list of subcontractors he proposes to employ prior to executing the subcontracts. It is also understood that OWNER reserves the right to reject any or all bids; to accept or reject any Alternate, to accept any combination of Alternates; to accept any bid considered advantageous; and to waive any informality or irregularity in any bid which, in his judgement, is in his own best interest. It is in the Owner's best interest to occupy the building as quickly as possible, therefore, consideration of either lowest price and/or length of days bid for substantial completion may be a major factor in determining the most advantageous bid.

The undersigned certifies that the amounts contained in this Proposal have been carefully checked and are submitted as correct and final.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof: April 8, 1997.

**BID TO BE SUBMITTED IN DUPLICATE.**

RICHMOND COMM. CONST., INC.

NAME OF CONTRACTING FIRM

BY: Steve Richmond

AUTHORIZED SIGNATURE

PRINTED/TYPED NAME & TITLE OF ABOVE

STEVE RICHMOND / PRESIDENT

ADDRESS: P.O. BOX 548

GEORGETOWN TEXAS 78627

CITY STATE ZIP

TELEPHONE: (512) 869-2675

FAX: (512) 863-4906

STATE WHETHER CORPORATION  
PARTNERSHIP or INDIVIDUAL

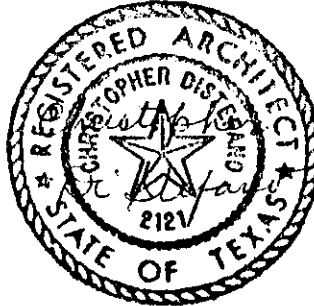
SEAL, IF CORPORATION

-000-

TO THE GENERAL DOCUMENTS, SPECIFICATIONS & DRAWINGS  
FOR THE  
WILLIAMSON COUNTY TEMPORARY INMATE HOUSING  
GEORGETOWN, TEXAS

APRIL 4 1997

DI STEFANO/SANTOPETRO ARCHITECTS, INC.  
2500 CityWest Blvd., Suite 1350 - Houston, Texas 77042



NOTICE TO BIDDERS

The following clarifications, amendments, additions, deletions, revisions, and/or modifications are a part of the Contract Documents and change the original documents only in the manner and extent hereinafter stated and shall be incorporated in the Base Bid as applicable. Provisions of this Addendum shall take precedence over requirements of the original Contract Documents and all bidders must acknowledge said provisions in submission of their Proposal.

CHANGES TO THE SPECIFICATIONS

APPROVED EQUALS:

-Hollow Metal - Johnson, Inc.

CHANGES TO THE DRAWINGS

SHEET A-1

-Delete slab cuts along walls adjacent to Guard Stations. Re: Revised plumbing floor plans and notes in this Addendum #1.

-Steel tables as shown on Plan shall be as detailed in this Addendum #1 on Page 2. Approved manufacturers shall be: Willo Products; Southern Steel; and Bob Barker.

-Existing CMU and concrete wall inside new addition shall be painted: 1st coat - Pro-Mar Block Filler; 2nd & 3rd coat - Tile-Clad II Hipac Coating.

-Add recessed stainless steel toilet tissue holder in wall adjacent to each toilet: Acorn 1840 Series or equal. Use tamper proof screws.

-Add H.C. grab bars at 2-downs: one 36" and one 42" long at each. Install 2'-10" A.F.F. per ADA. Type shall be 1-1/2 diam. stainless steel, 18 GA. by Bobrick or equal. Use tamper proof screws. Toilet shall be 18" off side wall to center of toilet.

SHEET A-2: Door Type E - A security woven wire mesh door shall be approved as an equal to that specified. Door shall be equal to Willo door with framed 3/8"  $\phi$  x 2" woven wire mesh, 7 GA steel frame, hinges, pulls, etc.

SHEET M2-1, KEYED NOTE "4"

-Delete sentence that reads "Filter access is through return air grille." and Add Sentence: "Provide angle iron stand to support unit and standoff brackets to secure unit to wall. Provide necessary transitions to connect return air opening on unit to return air security sleeve. Provide Shop Drawing."

-Delete Keyed Note "1" pointing to AC-2 and AC-4. Condensate to drain to floor drains near water heaters in same area. Condensate will need to be modified to exit side (in lieu of bottom) of unit to drain to floor drain. Secure condensate to side wall.

SHEET P1-1, PLUMBING FIXTURE SCHEDULE: The Second "L-1" (lavatory handicapped) should read "L-H"

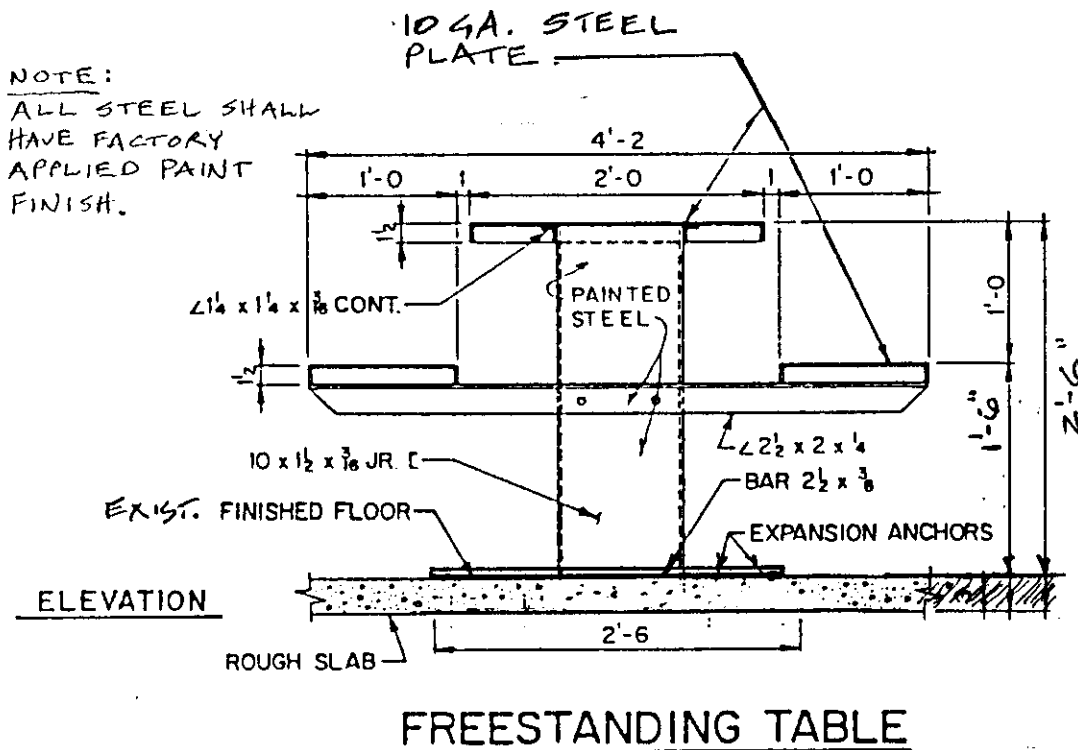
**SHEET P-2, 01 FLOOR PLAN - PLUMBING**

- Move shut-off valve serving fire hose cabinet and toilet past fire hose cabinet.
- Make water line serving fire hose cabinet and Toilet a 2" line prior to fire hose cabinet.
- Keyed note pointing to vent piping on lower right hand toilet to be number eight (8).
- Hub drain (HD) on south end of addition (adjacent to WH-3 and WH-4) to be changed to floor drain (FD-1). Reference attached Detail No. P1.
- Add floor drain (FD-1) in toilet area of each dormitory. Reference attached Details Nos. P1 and P2.
- Add floor drain (FD-1) at north end of addition adjacent to WH-1 and WH-2. Reference attached Detail No. P2.
- Delete 3" wasteline and hub drain (HD) on each side of Guard Station per attached Detail Nos. P1 and P2.
- Add designations to lavatories. Reference attached Detail Nos. P1 and P2.

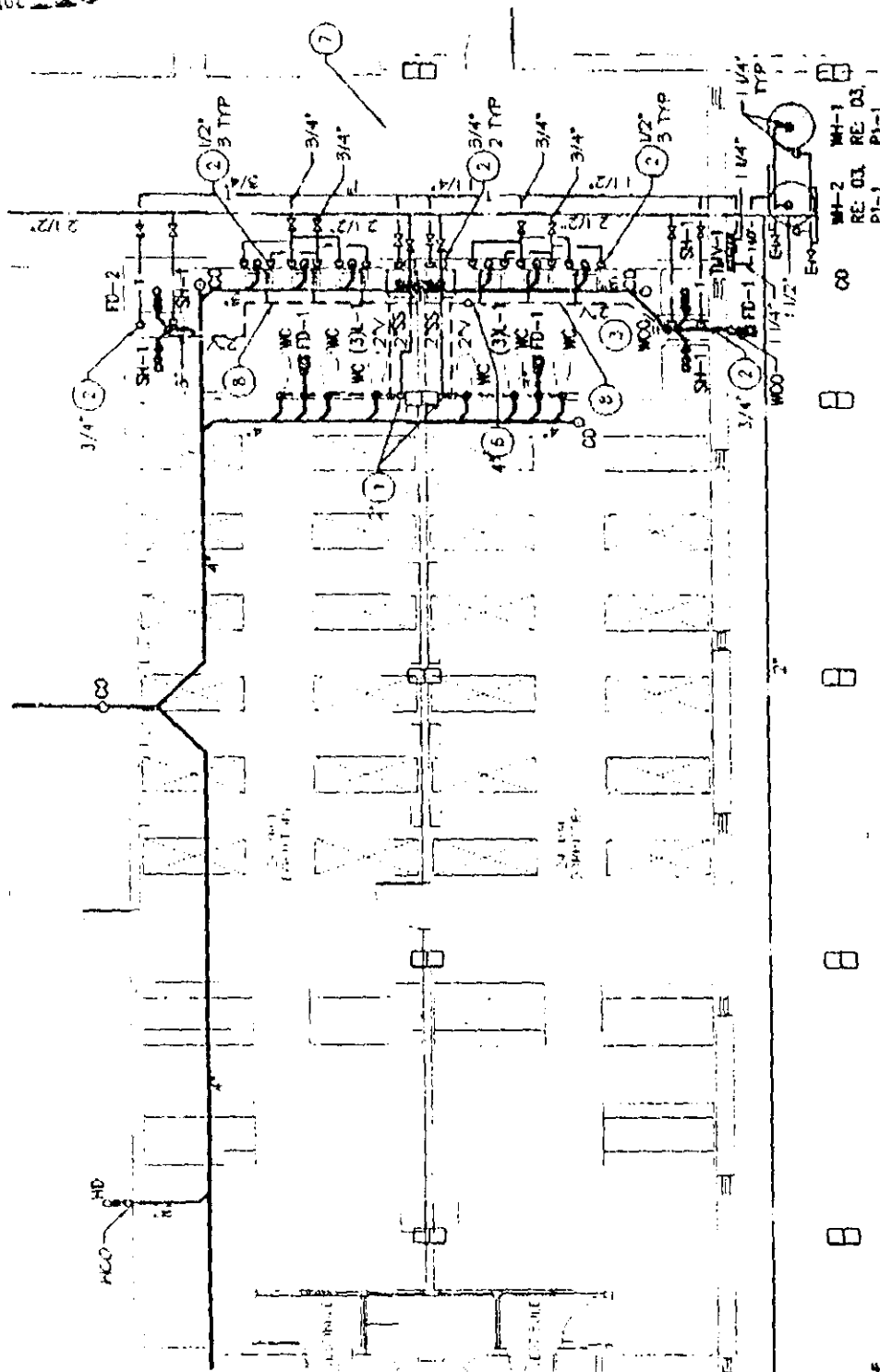
SHEET E1-1, LIGHT FIXTURE SCHEDULE. Add fixture type "AE": "AE LITHONIA FUS16D-340-277-80/86-LE3-EBP-SF1-SSP".

SHEET E2-1, GENERAL NOTES. Add Note "N" to read as follows: "N. All conduit shall be concealed except in the Electric Room."

SHEET E3-1, PLAN 01. Add new panel "HA1" adjacent to existing Panel "HA". Provide new 200 AMP, 600 Volt, 3 Pole, fused (200 A RK1) switch in existing switchboard "JMSB". Route 4 #3/0 and 1 #6 ground in 2" conduit from new switch to new panel and make all required connections. Panel "HA1" shall have 24 breaker mounting spaces. New water heaters, WH-1, WH-2, WH-3 and WH-4 shall be fed from new panel. All other equipment noted on Plans shall be fed from existing Panel "HA". Panel "HA1" shall be 277/480 Volts, 3 Phase, 4 Wire, 14K AMPS symmetrical with main lugs only. Panel shall be surface mounted in NEMA 1 enclosure.



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P2-1

**HENDRIX**  
**hce**  
 CONSULTING  
 ENGINEERS  
 ROUND ROCK, TEXAS  
 512-218-0060

TITLE **WILLIAMSON COUNTY JAIL**  
**ADDENDUM NO. 1**

DATE

04/03/97

JOB NO.

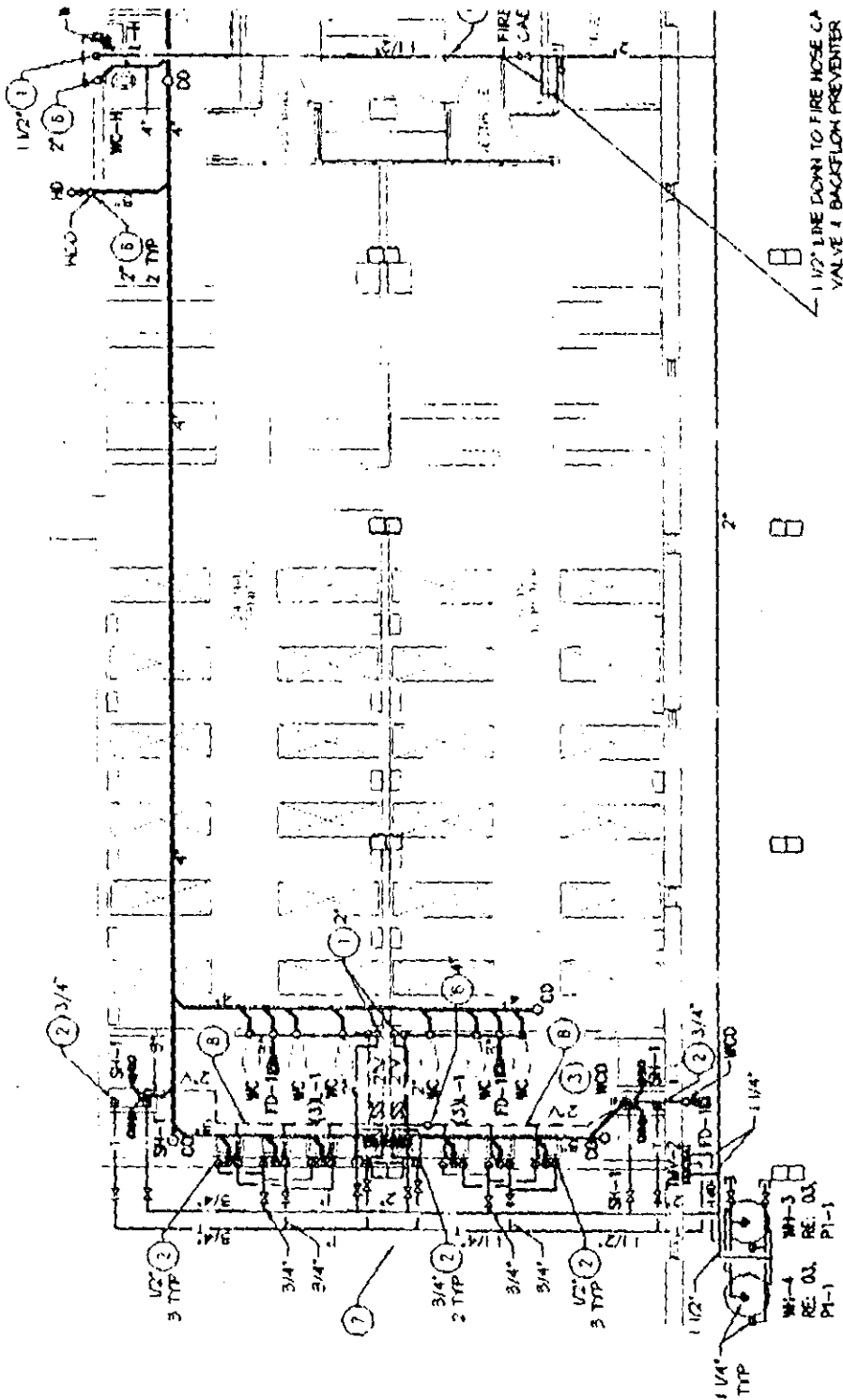
97055

DETAIL NO.

P1

98

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P2-1

**HENDRIX**  
**hce**  
CONSULTING  
ENGINEERS  
ROUND ROCK, TEXAS  
512-218-0060

TITLE  
**WILLIAMSON COUNTY JAIL  
ADDENDUM NO. 1**

DATE  
04/03/97

JOB NO.  
97055

DETAIL NO.  
**P2**

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TO THE GENERAL DOCUMENTS, SPECIFICATIONS & DRAWINGS  
FOR THE  
WILLIAMSON COUNTY TEMPORARY INMATE HOUSING  
GEORGETOWN, TEXAS

APRIL 4 1997

DI STEFANO/SANTOPETRO ARCHITECTS, INC.  
2500 CityWest Blvd., Suite 1350 - Houston, Texas 77042



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CHANGES TO THE DRAWINGS

SHEET A-1

1. Per ADA:

- One vestibule shall be enlarged to accommodate wheel chair accessibility
- Add grab bars and seat in one shower stall in one dorm only. Grab bars shall be 1-1/2"  $\phi$  stainless steel, 18 GA. Seat shall be folding, all stainless steel by Bradley or equal.
- One Lav in one dorm shall be mounted same as that shown on Det. 3/A2. Also provide pipe insulation as shown.

2. Wire mesh and gate shown at each end between existing walls and new structure shall be No. 6 GA, 2" diamond, baked-on enamel equal to Miller Wire Works No. 300M SPEC. Reverse door swings as shown to swing out.

3. Walls around Storage Rm. only shall have 2 layers of 5/8" type "X" gyp.bd. each side of studs for a 2-hour rating.

SHEET E2-1

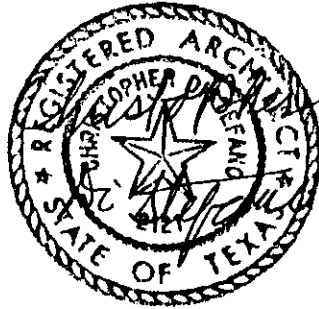
1. Add (10) total smoke detectors, battery operated, surface mounted. Locate per Architect. Minimum 2 per dorm at ceiling.

2. At corridor between existing wall and addition, add (2) light fixtures Type AN. Connect to emergency circuit. Locate as directed.

TO THE GENERAL DOCUMENTS, SPECIFICATIONS & DRAWINGS  
FOR THE  
WILLIAMSON COUNTY TEMPORARY INMATE HOUSING  
GEORGETOWN, TEXAS

APRIL 7, 1997

DI STEFANO/SANTOPETRO ARCHITECTS, INC.  
2500 CityWest Blvd., Suite 1350 - Houston, Texas 77042



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CHANGES TO THE DRAWINGS

SHEET P2-1.

-Add one (1) handicap drinking fountain at one dormitory (to be designated handicap after bid opening). Fountain shall be mounted on low wall opposite 1st toilet. Mount 36" A.F.F. to bubbler. Provide all required plumbing. Fountain shall be Oasis Model No. PAM, (fountain only, no cooler) all stainless steel.

SHEET E3-1.

-Provide 120 volt, 20 amp, 1 pole power at each Guard Station for door locking system. Route 2 #12's and 1 #12 ground in 1/2" conduit for each circuit to Emergency Power Panel in the Electrical Room. Coordinate all final connections with locking system being provided.

-Provide power and wiring to each smoke detector in addition to battery back-up. Smoke detectors are called for in Addendum #2 (10 total).

AGENDA ITEM # 16

April 15, 1997

\*

Consider awarding bid for removal of above ground fuel tanks and underground tanks and installation of (2) new fuel sites at Florence and Granger.

David Russell with Dwight Russell & Associates evaluated the bids and recommended the low bidder Austex Service Station Equipment, Inc.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To award bid for removal of above ground fuel tanks and underground tanks and installation of (2) new fuel sites at Florence and Granger to Austex Service Station Equipment, Inc.

Vote: Motion carried 3 - 2 with Commissioners Mehevec and Heiligenstein voting against.

AGENDA ITEM # 17

April 15, 1997

\*

Discuss and take appropriate action on issuing certificates of obligation.

The court discussed various necessary projects for funding from a source other than cash flow:

\$2,200,000.00 for Multi purpose facility land purchase  
 \$1,000,000.00 for Cedar Park Annex  
 \$ 500,000.00 for Jail addition  
 \$ 750,000.00 for up-grade of County Road 272 and purchase of right-of-way to tie County Road 272 in to 1431  
 \$ 500,000.00 for Innerloop right-of-way off Hutto Road to 1460 including engineering and construction  
 \$1,500,000.00 for Taylor Annex  
 \$1,750,000.00 for Lake Creek drainage project  
 \$ 150,000.00 for purchase of Rodney Montgomery property north of jail  
 \$ 400,000.00 for purchase of property west of the academy (old church bldg)

Attorney Terry Davis who lives and has an office in Precinct #2 voiced opposition to the \$750,000.00 for up-grade of County Road 272 and purchase of right-of-way.

Greg Bergeron stated the right-of-way was needed to do the necessary work on County Road #272.

Commissioner Boatright, Greg Bergeron and Joe England will meet with area residents to discuss plans for improvement on County Road #272.

John Jansing with Gray-Jansing & Associates addressed the court showing plans for Lake Creek Channel Improvement, Phase One.

Bill Waeltz with Baker-Aicklen & Associates showed plans for Lake Creek Channel Improvement, Phase Two.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To set a public hearing for April 29, 1997 at 4:00 PM, and to authorize Judge Doerfler to engage bond council.

Vote: Motion carried 5 - 0

AGENDA ITEM # 18

April 15, 1997

\*

Discuss and take appropriate action on modifying agreement with the Wallace Group.

Commissioner Hays and Joe England suggested input on what should be on the mapping system.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: No action was taken on this agenda item which will be placed April 29, 1997 agenda.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

AGENDA ITEM # 19

April 15, 1997

\*

Consider approving reclassification of position in District Clerk's Office.

District Clerk, Bonnie Wolbureck requested reclassification for one position from group 14 to group 15 because of added responsibilities.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve reclassification of position in District Clerk's Office.

Vote: Motion carried 5 - 0

< Clerk copy here >



April 3, 1997

MEMORANDUM

TO: JUDGE DOERFLER  
FROM: JOHN WILLINGHAM *JW*  
SUBJECT: CLASSIFICATION, DISTRICT COURT CLERK COORDINATOR

At the request of the District Clerk, I have evaluated the proposed position of District Court Clerk Coordinator, currently rated at 14/5 (\$20,916). This position would have the same duties as a regular District Court Clerk, plus the following additional duties:

- (1) Provide assistance to all court clerks to ensure job functions are performed in accordance with departmental policies and legal requirements;
- (2) Provide training for other court clerks concerning new rules, statutes, policies, and procedures;
- (3) Assist with development of new procedures, forms, and technology improvements.

Recommendation: Group 15, Step 5 (\$21,981).

Basis: I have reviewed the Vacancy Log to determine how much turnover there has been in the regular District Court Clerk position, and found that since February, 1995, there have been three such openings. To me, this indicates the need for some constancy in the court clerk area. The proposed position would assign training and education duties to one senior court clerk, and the increased salary should help to retain at least one well qualified and experienced person. The proposed position should not be tied to one individual. If it is vacated, the most qualified remaining district court clerk should receive the higher salary as district court clerk coordinator, and a new person should be hired at the regular district court clerk pay.

*approved 4-15-97*  
*John C. Doerfler*

AGENDA ITEM # 20

April 15, 1997

\*

Consider approving various rural fire contracts.

Contracts received are from Jollyville, Leander, Jarrell, Thrall, Weir, Round Rock and Taylor.

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve various rural fire contracts.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

< Clerk copy here >

THE STATE OF TEXAS

\*

\*

KNOW ALL MEN BY THESE PRESENTS

\*

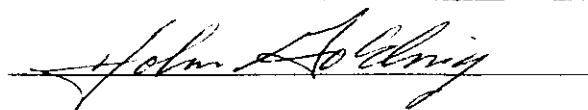
COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the Jollyville Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$39,322.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 10 day of 04, 1997



John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS

\*

KNOW ALL MEN BY THESE PRESENTS

\*

COUNTY OF WILLIAMSON

\*

THAT Williamson County, Texas (County), and the Leander Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

## AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$26,433.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the \_\_\_\_ day of \_\_\_\_, 19\_\_.

Gary H. Salazar, CHIEF

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

\*  
\*  
\*

KNOW ALL MEN BY THESE PRESENTS

THAT Williamson County, Texas (County), and the Jarrell Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$21,457.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 7 day of Apr., 1997.

A. B. Schuette  
Fire Chief - Jarrell Fire Dept.

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

\*  
\* KNOW ALL MEN BY THESE PRESENTS  
\*

THAT Williamson County, Texas (County), and the Round Rock Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

#### AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$64,508.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 7 day of 4, 1997

Kenneth M. Wood

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS

\*  
\*  
\*

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the Weir Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$15,722.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 8 day of APRIL, 19 97

Donald E. Richardson  
Asst. Chief

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS

\*

KNOW ALL MEN BY THESE PRESENTS

\*

COUNTY OF WILLIAMSON

\*

THAT Williamson County, Texas (County), and the Thrall Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

## AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$25,781.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 7 day of July, 1997

Chief Daniel Wheeler

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

\*  
\*  
\*

KNOW ALL MEN BY THESE PRESENTS

THAT Williamson County, Texas (County), and the Taylor Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$35,245.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 11th day of April, 1997.

Ker. Taylor  
Taylor City Manager

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County



AGENDA ITEM # 21April 15, 1997

\*

Consider approving recommended precinct and polling place changes.

John Willingham, Elections Administrator, recommended moving about 1700 voters from election precinct #162 to #146 and creating a new precinct #381 taking some out of #379.

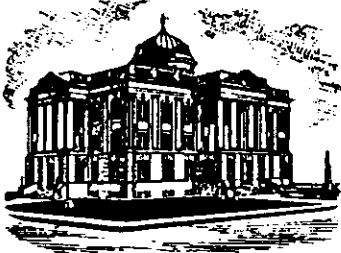
Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve recommended precinct and polling place changes.

Vote: Motion carried 5 - 0

<Clerk copy here>



ELECTIONS DEPARTMENT  
Williamson County  
P.O. Box 209  
Georgetown, Texas 78627-0209  
Phone: 512/930-4317

March 27, 1997

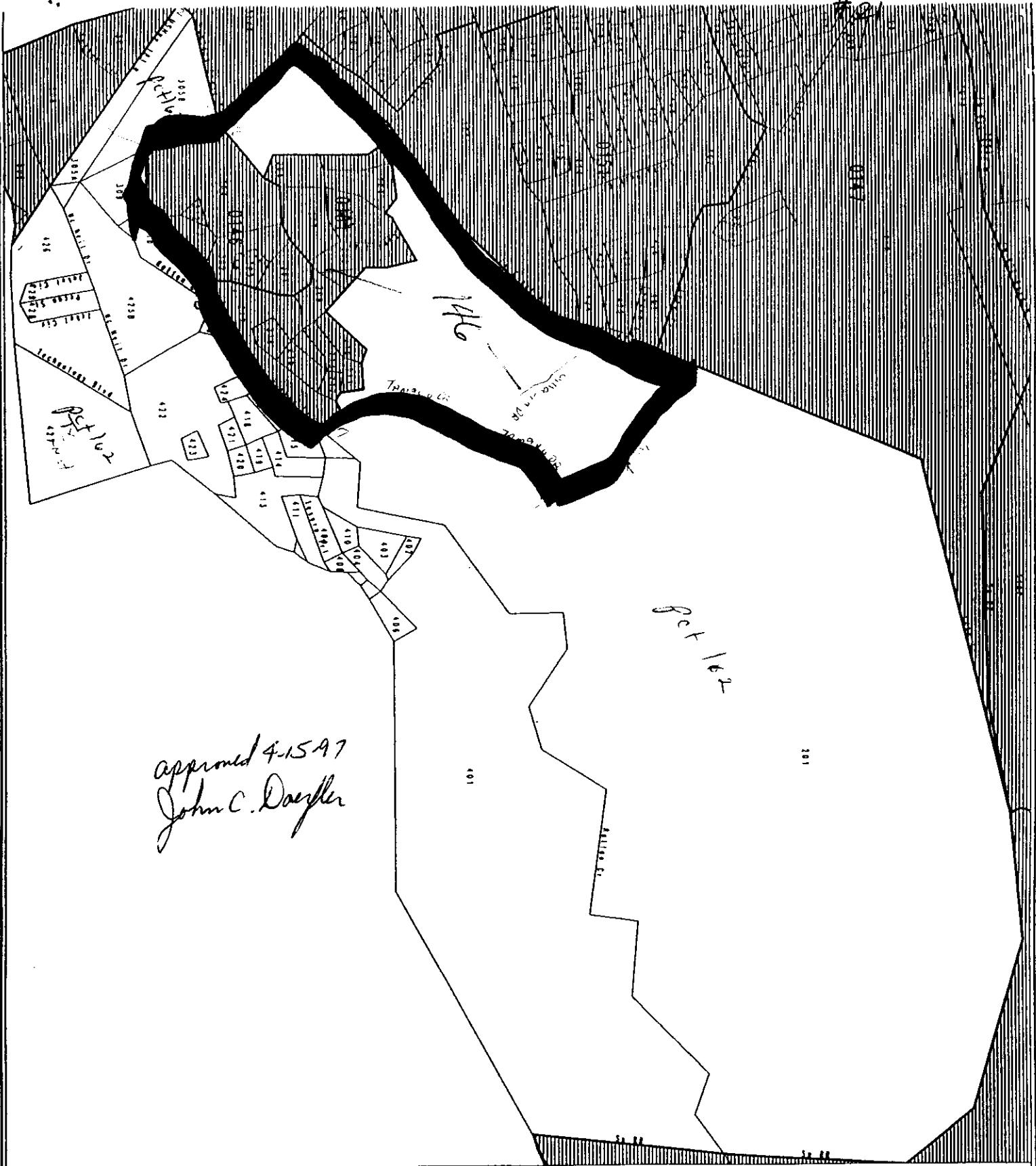
MEMORANDUM (BACKGROUND)

TO: COUNTY JUDGE, COMMISSIONERS, AND PARTY CHAIRS  
FROM: JOHN WILLINGHAM, ELECTIONS ADMINISTRATOR  
SUBJECT: PRECINCT AND POLLING PLACE CHANGES

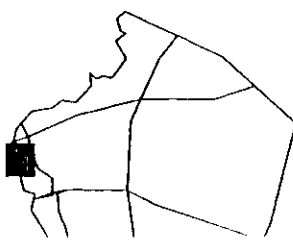
At the April 8 meeting of the Court, I would like to recommend the following precinct and polling place changes for the county:

- (1) Remove the Sun City area from existing precinct 379 (Berry Creek) and create a new precinct (381) for the Sun City area. I have had a request from the Sun City Community Association to make the change. Existing 379 has 2,923 voters, including the Sun City area. The new Sun City precinct (381) would take approximately 827 of these voters from 379, leaving 2,096 voters in 379. The change would also save Sun City residents from making a very long drive to vote at the polling location for existing 379, Berry Creek Country Club. The new polling location would be The proposed dividing line would be Shell Road.
- (2) Transfer approximately 1,700 voters from the northern part of existing precinct 162 (Claremont Retirement Center) to precinct 146 (Pond Springs Elementary). This would leave 162 with approximately 2,750 voters and increase Pond Springs from 1,950 to 3,650. These numbers are more suited to the respective polling places: Pond Springs can accommodate more voters, while Claremont is too small for existing 162.

Please let me know if you have any questions or suggestions concerning these proposals.



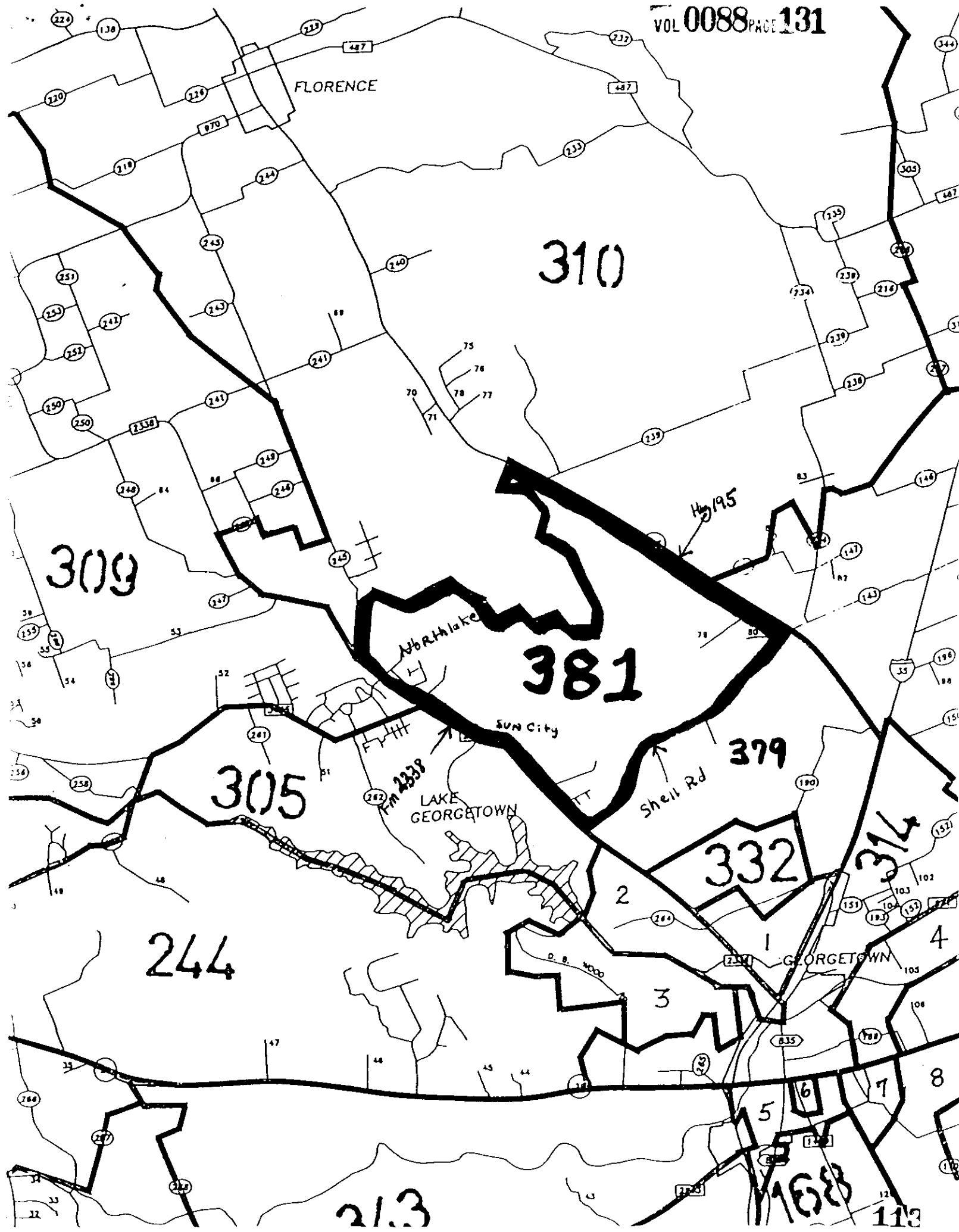
approved 4-15-97  
John C. Daehler



1990 Census Block  
1990 Special Precinct

WILLIAMSON CO  
1994 Primary  
with 1990 C  
Texas Legislative Council  
FOR VERIFICATION

TLC033  
Scale 1 : 22500  
1 inch = 0.36 miles  
July 07, 1994 7:46 AM



## ELECTION PRECINCT 146

BEGINNING at the intersection of Pond Springs Road and Lake Creek Branch;  
 THENCE northeasterly with Lake Creek Branch to its intersection with W. Parmer Lane;  
 THENCE southeasterly with W. Parmer Lane to its intersection with Tamayo Drive;  
 THENCE southerly with Tamayo Drive to its intersection with Rattan Creek;  
 THENCE southwesterly with Rattan Creek to its intersection with Los Indios Trail;  
 THENCE southwesterly with Los Indios Trail to its intersection with San Felipe Blvd;  
 THENCE westerly with San Felipe Blvd. To its intersection with Pond Springs Road;  
 THENCE northwesterly with Pond Springs Road to the place of BEGINNING.

## Election Precinct 162

BEGINNING at the intersection of US 183 and the common line between Williamson County and Travis County;  
 THENCE northwesterly with US 183 to its intersection with Hunter's Chase Drive;  
 THENCE easterly with Hunter's Chase Drive to its intersection with Pond Springs Road;  
 THENCE southerly with Pond Springs Road to its intersection with San Felipe Blvd.;  
 THENCE easterly with San Felipe Blvd. to its intersection with Los Indios Trail;  
 THENCE easterly with Los Indios Blvd. to its intersection with Rattan Creek;  
 THENCE northeasterly with Rattan Creek to its intersection with Tamayo Drive;  
 THENCE northerly with Tamayo Drive to its intersection with W. Parmer Lane;  
 THENCE northwesterly with W. Parmer Lane to its intersection with Lake Creek Branch;  
 THENCE northerly and northeasterly with Lake Creek Branch to its intersection with the Southern Pacific Railroad Line;  
 THENCE easterly and southerly with the Southern Pacific Railroad Line to its intersection with the common line between Williamson County and Travis County;  
 THENCE westerly with the common line between Williamson and Travis County to the place of BEGINNING.

ELECTION PRECINCT 379,  
WILLIAMSON COUNTY, TEXAS

BEGINNING at the intersection of Sequoia Spur Drive and FM 2338;

THENCE easterly with Sequoia Spur Drive to its intersection with Las Palmas Drive;

THENCE southerly and easterly with Las Palmas Drive to its intersection with Malaga Drive;

THENCE northerly with Malaga Drive to its intersection with Sequoia Trail;

THENCE easterly with Sequoia Trail to its intersection with Granada Drive;

THENCE southerly with Granada Drive to its intersection with Sinuso Drive;

THENCE easterly with Sinuso Drive to its intersection with Aragon Drive;

THENCE easterly with Aragon Drive to its intersection with Cavu Road;

THENCE easterly with Cavu Road to its intersection with Pilot Place;

THENCE southerly with Pilot Place to its intersection with the boundary line of the Georgetown Airport;

THENCE in a generally easterly direction with the boundary line of the Georgetown Airport to its intersection with Airport Road;

THENCE southerly with Airport Road to its intersection with Lakeway Drive;

THENCE easterly with Lakeway Drive to its intersection with I-35;

THENCE northeasterly with I-35 to its intersection with State Hwy. 195;

THENCE northwesterly with State Hwy. 195 to its intersection with Shell Road;

THENCE southwesterly with Shell Road to its intersection with FM 2338;

THENCE southeasterly with FM 2338 to the place of BEGINNING.

ELECTION PRECINCT 381  
WILLIAMSON COUNTY, TEXAS

BEGGINING at the intersection of Shell Road and FM 2338;

THENCE northwesterly with FM 2338 to its intersection with CR 245;

THENCE northerly with CR 245 to its intersection with Cowan Creek;

THENCE with the meanders of Cowan Creek to its intersection with Hwy. 195;

THENCE southeasterly with Hwy. 195 to its intersection with Shell Road;

THENCE southwesterly with Shell Road to the place of BEGINNING.

## AGENDA ITEM # 22

April 15, 1997

\*

Consider making appointments to CAPCO committee vacancies.

No action taken on this agenda item.

## AGENDA ITEM # 23

April 15, 1997

\*

Consider and take necessary action to establish building setback lines in the county.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To establish building setback lines in the county.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

&lt; Clerk copy here &gt;

THE STATE OF TEXAS

KNOW ALL PERSONS BY THESE  
PRESENTS

THE COUNTY OF WILLIAMSON

THAT ON THIS, the 15<sup>th</sup> day of April, 1997, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

John Doerfler, County Judge

Mike Heiligenstein, Commissioner Precinct 1

Greg Boatright, Commissioner Precinct 2

David Hays, Commissioner Precinct 3

Jerry Mehevec, Commissioner Precinct 4

and at said meeting, among other business, the Court considered the following:

## ORDER

WHEREAS, the Commissioners Court of Williamson County has given notice of a public hearing on the following building and set-back line regulations in a newspaper of general circulation in said county not less than seven nor more than thirty days before holding a public hearing which gave a full and fair opportunity for comment to those specially affected and to the public generally; and

WHEREAS, pursuant to Chapter 233 of the Local Government Code, the Commissioners Court may establish building and set-back lines on the public roads of the County which are outside the corporate limits of municipalities in the County; and

WHEREAS, the Commissioners Court has determined that the general welfare will be promoted by the establishment of building set-back lines on public roads in the County which prohibit the location of a new building within the set-back lines and pursuant to the authority afforded in Section 233.002 of the Local Government Code;

THEREFORE, BE IT SO ORDERED, that the Commissioners Court of

Williamson County hereby determines and establishes building set-back lines as follows:

(1) the Set-back line on major highways and roads is set at 50 feet from the edge of the right-of-way.

(2) the set-back line on all public roads other than major highways and roads is set at 25 feet from the edge of the right-of-way.

(3) The following roads are designated as major highways and roads:

All TxDot maintained roads

McNeil Rd/cutoff CR 171

Pond Springs

Anderson Mill

Shell Rd.

D.B. Wood Rd.

Arnold Drive (Bartlett Jail Access Rd.)

County Roads 174, 175, 272, 279, 268, 200, 238, 245, 170, 168,  
122(CR 168-US 79), 110, 111, 112, 113,  
114, 123, 411, 132, 135, 136, 137, 138, 139, 169,  
170, 408, 409, 366 and 258.

(4) A map designating in a general manner these set-back lines shall be filed with the county Clerk.

THE FOREGOING ORDER WAS DULY MOVED BY  
Commissioner Hays, and seconded by <sup>Commissioner</sup> Boatright, and was then adopted by  
a vote of 4 voting for and 0 voting against. County Judge John Doerfler  
was duly authorized to sign said Order as an ACT and DEED of the  
Commissioners Court of Williamson County and the Clerk waws instructed to  
record the Order in the Official minutes of the Commissioners court.

\_\_\_\_\_  
John Doerfler, County Judge

ATTEST: \_\_\_\_\_  
Elaine Bizzell, County Clerk

Consider approving the following assets to be sold at the next auction from Precinct #4.

(1) Sola Battery Back-Up

56-200/111ff04019

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve the following assets to be sold at the next auction from Precinct #4.

(1) Sola Battery Back-Up

56-200/111ff04019

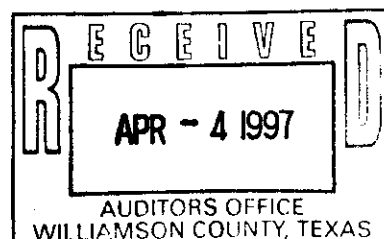
Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

< Clerk copy here >

CHANGE OF FIXED ASSET STATUS

DATE

4-2-97



THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

Next County Auction

DISPOSED

Per Data Processing -  
It is dead & not able to  
repair.

FIXED ASSET

Quantity	Description	Model	Serial#
1	SOLA BATTERY BACKUP UPS FOR COMPUTER/PRINTER	56-200	111FF04019

FROM (Transferor):

TO (Transferee):

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Transferor Elected Official/Department Head

Transferee Elected Official/Department Head

approved 4-15-97  
John C. Doerfler



AGENDA ITEM # 25

April 15, 1997

\*

Consider approving a line item transfer for Commissioner Precinct #2:

from:	200-212-4231	Travel	\$ 2,000.00
to:	200-212-5750	Office Furniture & Equip.	2,000.00

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve a line item transfer for Commissioner Precinct #2:

from:	200-212-4231	Travel	\$ 2,000.00
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to:	200-212-5750	Office Furniture & Equip.	2,000.00
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Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

212	R4B #2	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, a motion made by \_\_\_\_\_ and duly seconded by \_\_\_\_\_ the motion carried by a vote of \_\_\_\_\_ votes for, \_\_\_\_\_ votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

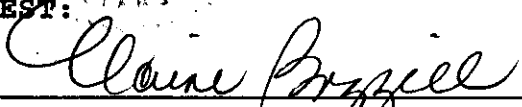
LINE ITEM #	DESCRIPTION	AMOUNT
200-212-4231	Travel	2,000 <sup>00</sup>

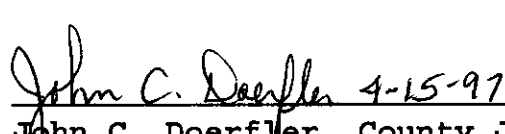
## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
200-212-5750	Office Furniture + Equipment	2,000 <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

  
Elaine Bizzell, County Clerk

  
John C. Doerfler, County Judge

AGENDA ITEM # 26

April 15, 1997

\*

Consider approving a line item transfer for the Jail:

from: 100-570-3315 Care of Prisoners \$15,000.00  
 to: 100-570-3318 Office & Janitorial Supplies 15,000.00

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve line item transfer for the Jail:

from: 100-570-3315 Care of Prisoners \$15,000.00  
 to: 100-570-3318 Office & Janitorial Supplies 15,000.00

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

&lt; Clerk copy here &gt;

ORDER APPROVING A LINE ITEM TRANSFER FOR

570 WC Jail X.W.C. Boatright  
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, a motion made by \_\_\_\_\_ and duly seconded by \_\_\_\_\_ the motion carried by a vote of \_\_\_\_\_ votes for, \_\_\_\_\_ votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
-------------	-------------	--------

100-570-3315	Care of Prisoners	\$15,000
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FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
-------------	-------------	--------

100-570-3318	Janitorial Supplies	\$15,000
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WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell, County Clerk

John C. Doerfler, County Judge

AGENDA ITEM # 27

April 15, 1997

\*

Consider approving a line item transfer for Constable Precinct #1:

from:	100-551-4999	Miscellaneous	\$	100.00
to:	100-551-3100	Office Supplies		100.00

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve line item transfer for Constable Precinct #1.

from:	100-551-4999	Miscellaneous	\$	100.00
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to:	100-551-3100	Office Supplies		100.00
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Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

100-551

FUND

Williamson Co. Constable Pct. ONE

DEPARTMENT

John C. Doerfler

SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, a motion made by \_\_\_\_\_ and duly seconded by \_\_\_\_\_ the motion carried by a vote of \_\_\_\_\_ votes for, \_\_\_\_\_ votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
551-4999	Miscellaneous	\$ 100.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
551-3100	Office Supplies	\$ 100.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST

Elaine Bizzell  
Elaine Bizzell, County ClerkJohn C. Doerfler 4-15-97  
John C. Doerfler, County Judge

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Consider endorsing the following legislative initiatives:

CSHB 1821 - by Ron Lewis - CUC sponsoring - subdivision regulations  
HB 2349 - by Hamrick - takings 2 year extension  
SB 1389 - by Lindsay - takings 2 year extension  
SB 746 - by Sibley - tax abatement  
HB 2030 - by Turner - water shed

Commissioner Heiligenstein stated all of these are vital to Williamson County.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To issue a letter of resolution endorsing the legislative initiatives listed above.

Vote: Motion carried 5 - 0

AGENDA ITEM # 29April 15, 1997Hear comments from Commissioners.

Commissioner Heiligenstein expressed that he would like to see the re-classification of positions wait until budget time.

Commissioner Hays attended the ATS meeting and reported the City of Round Rock is doing a transportation study on the whole area. Also, Texas Department of Transportation has come out with their Major Impact Study.

Commissioner Mehevec requested next week to consider a resolution requesting TxDot to accelerate looking at the bridge on Highway 685 on Brushy Creek.

Judge Doerfler ask for opinions on another County Court-at-Law.

COMMISSIONERS COURT ADJOURNED AT 12:10 PM ON TUESDAY, APRIL 15, 1997.

THE FOREGOING MINUTES in Volume 88 on pages 19 through 140, inclusive, had at a Special Session of the Commissioners Court of Williamson County, Texas having been read are hereby approved this 22nd day of April, 1997.

\_\_\_\_\_  
John C. Doerfler, County Judge

ATTEST: Elaine Bizzell, Clerk County Court & Ex-officio Clerk,  
Commissioners Court, Williamson County, Texas

by: \_\_\_\_\_  
Deputy Clerk