

AGENDA ITEM # 15

March 10, 1998

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Consider approving Resubdivision of Lots 1 & 2, Durham Park, Section Six.

County Engineer Joe England recommended this item be tabled until the streets have been constructed or a Letter of Credit put on file.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To table this item.

Vote: Motion carried 5 - 0

AGENDA ITEM # 16

March 10, 1998

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Consider authorizing, advertising and setting date to accept proposals for the provision of professional appraisal services for Anderson Mill Road. (Funding from Anderson Mill Road certificates of obligation)

Commissioner Heiligenstein will provide specifications for the proposals to the office of the County Auditor.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To authorize advertising 10:45 a.m. on March 31, 1998, to receive proposals for the provision of professional appraisal services for Anderson Mill Road to be funded from Anderson Mill Road certificates of obligation.

Vote: Motion carried 5 - 0

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AGENDA ITEM # 17

March 10, 1998

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Consider entering into agreement for professional services with Reata Management Company for the provision of professional right-of-way acquisition services.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To approve entering into agreement for professional services with Reata Management Company for the provision of professional right-of-way acquisition services.

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

< Clerk copy here >

Feb-25-98 09:56A WALKER

512-288-4418

P.01

Reata Management Company

February 25, 1998

Commissioner Mike Heiligenstein  
 Williamson County Precinct #1  
 211 Commerce #7  
 Round Rock, TX 78664

FAX (512) 248-3243

Re: Agreement for Acquisition of R.O.W. for the Widening of Anderson Mill Road

Dear Commissioner Heiligenstein:

Please accept this letter as the agreement between Reata Management Company and Williamson County for acquisition of R.O.W. for the widening of Anderson Mill Road.

The complete acquisition is estimated to take approximately 60 to 80 hours per month and approximately six (6) months to finish from the date the agreement is signed..

The scope of work agreed to by Reata on behalf of Williamson County will include the negotiating with the property owners of parcels of land as outlined by the Texas Department of Transportation to purchase R.O.W. on behalf of Williamson, and the delivery of the county-prepared documents for said R.O.W. acquisition to be executed by both parties.

Williamson County agrees to pay Reata the fee of \$2,750 per month, plus pre-approved administrative out-of-pocket expenses.

If I may be of further assistance or if you have additional questions, please contact me.

Sincerely,

  
 Jim Hislop

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ACCEPTED AND AGREED TO THIS 10<sup>TH</sup> DAY OF March, 1998.

Reata Management Company

Williamson County

By   
Jim HislopBy  3-10-98  
John C. Doerflinger, County Judge

James S. (Jim) Hislop, P. O. Box 44, McNeil, TX 78651-0044 Phone (512) 918-0871

## RECORDERS MEMORANDUM

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 clearly legible for satisfactory recordation.



# **Texas Department of Transportation**

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

December 2, 1997

Williamson County  
0914-05-072  
Anderson Mill Road: From U.S. 183  
To F.M. 734

Mr. Mike Heiligenstein  
Williamson County Commissioner, Pct. #1  
211 Commerce Cove, Suite #7  
Round Rock, Texas 78664

Dear Commissioner Heiligenstein:

The above project was authorized by Highway Commission Minute Order Number 102542 dated July, 1993. It will be necessary for Williamson County to acquire the right of way for this project.

Attached for your use are two copies of the field notes and parcel sketches for the property to be acquired.

In order that eligibility for use of Federal funds in construction be retained, it will be necessary that the acquisition of this right of way be in strict compliance with the applicable Federal and State laws and regulations. We have consolidated the various necessary requirements in the attachment entitled "Procedures for acquiring Highway Right of Way."

An example of the information notice to be sent to all owners is attached. All appraisal assignments and appraisals are to comply with the appraisal requirements. Offers to purchase and negotiating procedures are applicable on all parcels. A sample letter of offer is also attached for your use in meeting the various requirements. A copy of your letter to each owner must be submitted to this office at the same time the letter is sent to the owner so that we may comply with requirements imposed upon us. All property owners must be made aware of the Relocation Assistance benefits that are available immediately after the offer to acquire is initiated.

In the event a property owner chooses to donate all or a portion of the needed right of way, it will be necessary for you to secure a waiver from the owner. This waiver should acknowledge that the owner relinquishes his rights to have his property appraised as well as his rights to receive just compensation of the taking and for any consequential damages resulting from that taking. We have attached a copy of a sample donation letter and waiver of compensation form letter for your use.

*An Equal Opportunity Employer*

Mr. Mike Heiligenstein

Page 2

December 2, 1997

In order to comply with Federal requirements, the Department must be furnished documentation assuring that all incidental expenses have been paid by the County and not by the landowner on any and all projects that involve federal funding in any manner. Incidental expenses include recording fees, transfer taxes and similar expenses incidental to conveying title to real property.

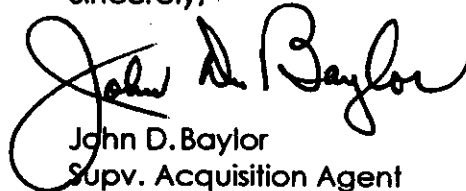
The Department is also required to make an accounting of all money actually paid to the landowner(s) for the acquisition of the needed right of way for all projects that involve Federal funding in any aspect of project development, including construction.

In order for us to comply with the above requirements, it is necessary that we be furnished a copy of the closing statements for each parcel. If the closing statements contain the information regarding incidental expenses and right-of-way costs, this document will be sufficient. If a closing statement is not available, some other accounting of right of way costs will be required. We will also need some form of documentation assuring that all incidental expenses, if any, have been paid by the County and not by the landowner.

Please inform us in writing as soon as possible on an estimated date that Williamson County will have these parcels obtained. This project currently has a June 1999 letting date, so it is necessary that the needed right of way be obtained as quickly as possible.

We trust that you have sufficient information to allow you to acquire this right of way. If you have any questions, please contact Steve Bohuslav at (512) 832-7242.

Sincerely,



John D. Baylor  
Supv. Acquisition Agent

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SDB:bd

Attachments

xc: Mr. Chris Grose - Special Design Ofc.

## **Procedures for Acquiring Highway Right of Way**

**INTRODUCTION:** Highway right of way for Farm to Market, Metropolitan or any other designated highway on the State Highway System must be acquired in accordance with applicable Federal laws and regulations in order for highway construction to be eligible for Federal aid. These procedures have been prepared for use by counties and cities or any other entity in acquiring highway right of way. Acquisition on all right of way projects must be closely coordinated between the acquiring agency and the appropriate District Office because of certain prerequisites and mutual responsibilities involved.

Before any right of way acquisition activities on any project can be undertaken, required environmental and public hearing requirements must be completed and approved. The District Office will advise the agency when all prerequisites have been met and acquisition can be initiated.

**RELOCATION REQUIREMENTS:** The relocation program will be administered and all benefits paid by the Department. A very close working relationship between the acquiring agency and District personnel is necessary to provide timely relocation benefits to landowners and businesses. The Department must comply with all applicable Federal laws and regulations related to relocation and benefits.

**EXPENSES INCIDENTAL TO TRANSFER OF TITLE:** Eligible incidental expenses incurred by landowners will be reimbursed by the Department. All owners will be advised of eligibility for these benefits.

**GENERAL ACQUISITION PROCEDURES:** The acquiring agency must comply with these requirements:

1. In accordance with these procedures, every reasonable effort will be made to acquire all right of way parcels expeditiously by negotiation.
2. The acquiring agency is to make reasonable effort to contact the owner or the owner's representative and (1) discuss the offer to purchase the property including the basis for the offer to purchase, and (2) explain acquisition policies and procedures. The owners will be advised, if not informed in the informational notice, eligibility for reimbursement of incidental expenses. Each owner is to be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property. The acquiring agent will give appropriate consideration to the owner's position.

3. The acquiring agency shall not advance the time of condemnation or defer negotiations or condemnation or the deposit of funds with the court or take any other coercive action in order to induce any agreement on the price to be paid for the right of way.

4. Before requiring the owner to surrender possession of the right of way, the acquiring agency shall (1) pay the agreed purchase price to the owner, or (2) in the case of condemnation, deposit with the court the amount of the award or compensation in the condemnation proceeding. A right of entry may, however, be obtained prior to payment in exceptional cases when mutually agreeable to the owner and the acquiring agency.

5. Improvements located on right of way parcels, whether owned by fee owners or leasees, will be included in the appraisal and acquisition procedures when the improvements are real property under State law.

6. An appraiser or review appraiser shall not act as negotiator on any parcel where such appraiser or review appraiser was involved in the determination of just compensation for that particular parcel. However, where the just compensation for a parcel is ~~\$2,500~~ or less, the acquiring agency may allow the same person to appraise and negotiate for that parcel. → \$ 5,000

7. Procedures for all functions in the acquisition process must be applied uniformly without regard to race, color, age, religion, sex, national origin or handicap.

8. In the event unusual circumstances indicate that a hardship acquisition is warranted or that there is a need for protective buying of a parcel or parcels in advance of the standard notice of release to acquire, the District Office must be contacted before any action is taken to acquire such property.

9. After being informed of the right to receive just compensation, an owner may make a gift or donation of a right of way or any part thereof, or any interest therein, or of any compensation paid therefor. The acquiring agency is responsible for assuring that an appraisal of the real property affected is obtained unless the owner releases the agency from such obligation by indicating that all or part of the property will be donated.

10. The acquiring agency will be responsible for reimbursing litigation expenses when the final judgement of a court is that the agency cannot acquire the right of way by condemnation, or the proceedings are abandoned by the agency. Such expenses may also be awarded in an inverse condemnation proceeding. These expenses are to be substantiated by court order.

**INFORMATIONAL NOTICE TO OWNER:** As soon as feasible, the property owner or the owner's representative shall be notified of the agency's interest in acquiring the right of way, the basic protections provided to the owner by law and required procedures or regulations. The notice shall be made after the project is released for acquisition. Since the owner may be contacted for pre-appraisal purposes, this contact is suggested as the optimum time for furnishing the informational notice. The notice is to be written in plain, understandable language. Each notice shall indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. Agencies are encouraged to furnish along with the notice a brochure or other prepared statement to help explain the acquisition process.

**APPRAISAL AND INVITATION TO OWNER:** Before the initiation of negotiations, the real property shall be appraised and the owner or the owner's designated representative shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property.

**DEFINITION OF APPRAISAL:** An appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

**ESTABLISHMENT AND OFFER OF JUST COMPENSATION:** Before the initiation of negotiations, the agency shall establish an amount which it believes is just compensation for the real property to be acquired. The amount shall not be less than the approved appraisal of just compensation, including damages or enhancements to the remaining property.

Promptly there after the agency shall make a written offer to the owner to acquire the property for the full amount believed to be just compensation.

**STANDARDS OF APPRAISAL:** The format and level of documentation for an appraisal are dependent on the complexity of the appraisal problem. The agency shall develop minimum standards for appraisals consistent with established and commonly accepted appraisal practice for those acquisitions which by virtue of low value or simplicity, do not require the in-depth analysis and presentation necessary in a detailed appraisal. A detailed appraisal shall be prepared for all other acquisitions. A detailed appraisal shall reflect nationally recognized appraisal standards, including, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisition. An appraisal must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support his or her opinion of value. As a minimum, the appraisal shall contain the following items:

1. The purpose and/or the function of the appraisal, a definition of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.
2. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property); a statement of the known and observed encumbrances, if any; title information; location; zoning; present use; an analysis of highest and best use; and at least a five-year sales history of the property.
3. All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. When sufficient market sales data are available to reliably support the fair market value given the specific appraisal problem encountered, the agency, at its discretion, may require only the market approach. If more than one approach is utilized, there shall be an analysis and reconciliation of value that is sufficient to support the appraiser's opinion(s) of value.
4. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
5. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of damages and enhancements, if any, to the remaining real property.
6. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The agency has the option of developing its own minimum standards, or it may elect to adopt the Department's standard appraisal forms which comply with all applicable requirements. Standards must be developed.

**QUALIFICATIONS OF APPRAISERS:** The agency shall establish for determining the minimum qualifications of appraisers. Appraiser qualifications shall be consistent with the level of difficulty of the appraisal assignment. The agency shall review the experience, education, training, and other qualifications of appraisers, including review appraisers, and utilize only those determined to be qualified. Rather than establish its own qualifications of appraisers, the agency may, as its standard procedure, elect to use fee appraisers approved by the Department.



**CONFLICTS OF INTEREST:** No appraiser or review appraiser shall have any interest, direct or indirect, in the real property being appraised for the agency that would in any way conflict with the preparation or review of the appraisal. Compensation for making an appraisal shall not be based on the amount of the valuation. No appraiser shall act as a negotiator for real property which that person has appraised, except that the agency may permit the same person to both appraise and negotiate an acquisition where the value of the acquisition is ~~\$2,500~~ or less.

\$ 5,000

**INFLUENCE OF THE PROJECT ON JUST COMPENSATION:** To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase prior to the date of valuation, in the fair market value of the real property, cause by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.

**REVIEW OF APPRAISALS:** The agency shall have an appraisal review process which includes at a minimum:

1. A qualified reviewing appraiser shall examine all appraisals to assure that they meet agency appraisal requirements and shall, prior to acceptance, seek correction or revision of those which do not.
2. If the reviewing appraiser is unable to approve or recommend approval of an appraisal as adequate support or compensation, the reviewing appraiser may develop appraisal documentation in accordance with the procedures entitled "Standards of Appraisal" to support an approved or recommended value if it is determined that it is not practical to obtain additional appraisals.
3. The reviewing appraiser's certification and the recommended or approved value of the property shall be set forth in a signed written statement which identifies the appraisal reports reviewed and explains the basis for such determination. Any damages or enhancements to any remaining property shall also be identified in a statement.

On right of way projects where the Department appraises and determines approved values, the acquiring agency is not required to review appraisals unless an amount different from the State's approved value is offered in negotiation.

**OWNER RETENTION OF IMPROVEMENTS:** If the owner of a real property improvement is permitted to retain it for removal from the project site, just compensation for the interest in the real property to be acquired shall be not less than the difference between the amount determined to be just compensation or the owner's entire interest and the salvage value of the retained improvement. The amount to be deducted from the just

compensation for a parcel when any improvement is to be retained by an owner is commonly referred to as the retention value. Retention value for an improvement is usually the same as the salvage value.

Retention values as determined by the Department in its appraisal process comply with these requirements.

**ACQUISITION OF IMPROVEMENTS:** All buildings, structures or other improvements located on right of way parcels, whether owned by fee owners or lessees, will be included in appraisals when they are determined to be real property under State law.

**UPDATING OFFER OF JUST COMPENSATION:** If information presented by an owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of the appraisal(s) of the property, the agency shall have the appraisal(s) updated or obtain a new appraisal(s). If the latest appraisal information indicates a change in the purchase offer is warranted, the agency shall promptly reestablish just compensation and offer he amount so established to the owner in writing.

**INITIATION OF NEGOTIATIONS:** The term "initiation of negotiations" means the delivery of the written offer to purchase a parcel or parcels under one ownership. Prior to the initiation of negotiations, the property must be appraised in order to establish what the agency believes is just compensation for the property. The amount of the written offer to purchase shall not be less than the approved appraised estimate of just compensation. Delivery of the offer will be to the owner or the owner's representative(S), whichever is appropriate. However, in any case where a person moves after the Department issues an advanced eligibility notice for relocation assistance purposes, but before delivery of the initial written purchase offer, the "initiation of negotiations" means the date the person moves from the property.

**WRITTEN OFFER TO PURCHASE:** A prompt written offer in an amount not less than the approved appraised value is to be made to the owner. All entities or agencies who acquire highway right of way are encouraged to pattern notices and offers to purchase after the samples contained in the Department's Right of Way Manual. Copies of all written offers are to be promptly forwarded to the Department's District Office. Delivery of the offer constitutes the initiation of negotiations, and is principal date for determining relocation assistance entitlements. This data also is useful in notifying owners of reimbursement of eligible incidental expenses in transferring the title to the State. All written offers must include the following:

1. A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated.
2. A description and location identification of the right of way parcel and of the interest in the real property to be acquired. The description and location can be in general terms.
3. An identification of the buildings, structures and other improvements which are considered to be part of the real property for which the offer is made. Where appropriate, the statement, such as public utilities, outdoor advertising sign leases and railroads, and shall indicate that such interest is not included in the offer. Generally the owner is required to negotiate with lessees and offers to purchase are usually addressed to the owner; however, caution should be exercised regarding real property improvements which may belong to a lessee.

**RECORDKEEPING:** The agency shall maintain adequate records of its acquisition activities in sufficient detail to demonstrate compliance with these procedures. Records shall be retained for at least three (3) years after each owner of a parcel receives the final payment to which he or she is entitled. The records are to be considered confidential regarding their use as public information, but must be maintained in accordance with applicable State law.

**MONITORING:** The Department is required by Federal regulations to monitor the acquisition process on all right of way projects. Each District Office must maintain documented files which support satisfactory monitoring.

AGENDA ITEM # 18

March 10, 1998

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Consider appointing a commissioner to work with the Region K representative on the 50 year water plan.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To appoint Judge John Doerfler to work with the Region K representative on the 50 year water plan.

Vote: Motion carried 3 - 1 with Commissioner Mehevec questioning appointment of a Judge and not Commissioner according to wording of agenda item. Judge Doerfler abstained from the vote.

< Clerk copy here >

## MILLS COUNTY

PRECINCT 3 COMMISSIONER DALE HENRY  
P.O. Box 483  
Goldsmith, Texas 76844

Telephone 817/343-2222  
Fax 817/343-2222

February 25, 1998

RE: Mills County Commissioners Court (Dale Henry) Letter of 2/24/98 & Senate Bill # 1; Regional Planning Group K

Dear County Judges:

The Texas Water Development Board selected the Mills County nominee (Dale Henry) to represent Region K counties on February 19, 1998. I would like to propose that each Commissioners' Court in Region K select one commissioner from each county to work with me on the 50 year water plan. Eleven interest groups were identified in Senate Bill #1 (which included counties).

The eleven interest group representatives for Region K will probably meet on March 11 - (the first official date that the representatives of the Group K can take any action.)

If possible please place the need for appointing one commissioner from your county on a Commissioners' Court agenda prior to March 11, and forward name, address, fax and phone numbers to the Mills County Judge's secretary, (Diana) before March 11.

After the eleven interest groups representatives meet on March 11, I will contact your commissioners regarding the next steps required.

Sincerely,

*Dale Henry*

Dale Henry  
Mills County Commissioners Court  
Region K Water Planning Group

RECORDERS MEMORANDUM  
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Attachment: 1

c: David Measey  
Texas Water Development Board

## AGENDA ITEM # 19

March 10, 1998

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Consider approving (1) 18/2 slot in Juvenile Services budget for contract person for parole supervision program which is fully funded by T.Y.C. until August 31, 1999.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve one 18/2 slot in Juvenile Services budget for contract person for parole supervision program which is fully funded by T.Y.C. until August 31, 1999.

Vote: Motion carried 5 - 0 < Clerk copy here >

STATE OF TEXAS           \$  
                                  \$  
COUNTY OF TRAVIS       \$

### CONTRACT FOR PAROLE SUPERVISION AND SERVICES

This contract entered into on November 17, 1997, by and between the Texas Youth Commission, hereinafter TYC, and Williamson County Juvenile Services, 2423 Williams Drive, Suite E, Georgetown, Texas 78628, hereinafter Service Provider, for the provision of parole supervision and services to youth in the following counties: Williamson. This contract, Number PS98108, will expire on August 31, 1999.

This contract is entered into "The Interlocal Cooperation Act", §791.001 et.seq., Texas Government Code, for the mutual considerations described in this contract.

#### I. SERVICE PROVIDER

For and in consideration of the payment of fees for parole supervision and services, Service Provider will:

- A. Comply with applicable TYC General Administrative Policies (GAP), attached as Exhibit A, and incorporated into this contract as if set forth herein. Any amendments made to the policies in Exhibit A during the term of this contract apply to the Service Provider as of the effective date of said amendment.
- B. Provide the following parole supervision and services:
  - 1. Ensure compulsory school age youth comply with state compulsory school attendance laws.
  - 2. Ensure non-compulsory school age youth are constructively engaged in employment, community service, training, educational activity, treatment, and/or home detention for a minimum of 20 hours per week.
  - 3. Ensure youth comply with all required or special conditions outlined in their Individual Case Plans.

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4. Assess the youth's behavioral/phase and develop the Individual Case Plan and objectives based on that assessment, attached as **Exhibit D, Resocialization Phase IV and V.**
5. Meet regularly with the youth and secondary persons (family, employers, educators, treatment providers etc.) to assess youth's constructive activity involvement and progress toward Individual Case Plan Objectives. The following contact requirements apply:
  - a. Intensive: General Offenders - four (4) primary contacts within initial 30 days; Classified Offender - Eight (8) primary contacts within initial 60 days
  - b. Moderate: All offenders - two (2) primary contacts monthly.
  - c. Minimum: All offenders - One (1) primary contact monthly.

Secondary contacts are determined by individual need and risk.
6. Require youth to provide documentation in support of his/her constructive activity requirements, e.g., school attendance reports, employment verification documents (pay stubs, etc.). "Constructive Activity" youth is engaged or participating in an educational, employment, treatment, training, home detention, and/or community service program for a minimum of 20 hours per week
7. Provide case management documentation, which includes the Individualized Case Plan (ICP) and submit information to TYC staff for entry into the electronic information system. The relevant policies include GAP.87.1; and .87.33 Supervision Levels in Parole Home Placement.
8. Discharge youth in compliance with TYC GAP.85.61.
9. Ensure complaints are reported and resolved in compliance with TYC GAP.93.31 Youth Complaint Resolution System.
10. Ensure youth accountability for appropriate rules of conduct on parole TYC GAP.95.3 Rules of Conduct.
11. Ensure all allegations of mistreatment are reported in compliance with GAP.93.33, Alleged Mistreatment Rules and Definitions.

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12. Conduct appropriate administrative due process hearings in compliance with TYC GAP .95.51, .95.53, .95.55, .95.57 and .95.59.
  13. Report all incidents for which youth may be disciplined according to TYC GAP.0703 Incident Report.
  14. Conduct home assessment and updates, GAP.85.43, Home Placement.
- C. Maintain an average or above average compliance with the Performance Measures, attached as Exhibit B.
- D. Submit quarterly claims to the TYC District Office on a standardized invoice attached as Exhibit C. Use a separate invoice for each month and include on the invoice names of each youth for whom payment is requested, the start and end date the total number of days for which payment is requested, the rate of pay and the total amount for each youth; and submit the invoice no later than (10) ten work days from the last day of the quarter for which payment is requested,
- E. Submit a cost report by May 1 of each year which includes a summary of all costs relating to the services provided under the contract. The report should be prepared in accordance with generally accepted governmental accounting standards and can be in any format which reasonably reports actual costs for the preceding county fiscal year or contract period.
- F. Afford TYC access to TYC youth and all records and/or information on TYC youth at all times.
- G. Forward copies of all audits, monitoring, and investigative reports completed by the program's certifications authority or any other funding entity to the Contract Specialist within five (5) work days of receipt.
- H. Allow TYC/designee to perform monitoring, performance evaluations, investigations, or audits.
1. Provide access, inspection, and reproduction to all records related to services rendered under this contract which are necessary to facilitate monitoring, performance evaluations, investigations or audits.
  2. Records include, but are not limited to, contracts, notes, real property documents, accounting/financial records, written policies

and procedures, correspondence, performance evaluation data and reports, and any other information pertinent to revenues, costs, expenses, and performance of services provided under this contract belonging to the Service Provider. Evaluation of services may include, but is not limited to, office visits, interviews with youth and the administration of questionnaires to the staff of the Service Provider and TYC youth.

3. Upon request by TYC and during reasonable business hours, provide facilities to TYC/designee to perform any of the functions listed in this subsection, as well as adequate and appropriate work space and copier.
- I. Maintain all financial records in accordance with generally accepted accounting principles.
- J. Maintain and retain records for a minimum of three (3) years and 90 calendar days after the termination of the contract period, or for three (3) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audit involving these records begins before the three (3) years and 90 calendar days period expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution is when a final order is issued in litigation, or a written agreement is entered into between TYC and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.
- K. Notify the Quality Assurance Specialist immediately if a TYC youth make an unauthorized departure from the parole placement. Require any of Service Provider's employees or employees of subcontractors to cooperate with and testify in judicial proceedings, legislative and administrative hearings or investigations, at the request of TYC.
- L. Notify the Director of Contract and Support Programs in writing of all revenue sources and reimbursements from third parties for any and all costs or services associated exclusively with a youth served under this contract. Billing more than one revenue source for the same costs or services provided a single youth is prohibited and shall be recouped or administrative error sanctions shall be imposed as set forth herein. Neither a youth nor his/her parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered.



## II. TYC

For and in consideration of the parole supervision and services provided to TYC youth by Service Provider, TYC will:

- A. Provide the Service Provider with policies and amendments from relevant TYC manuals used in the provision of parole supervision and services to TYC youth.
- B. Fairly compensate Service Provider from current revenues available to TYC at the reasonable rate of Nine and 00/100 (\$9.00) Dollars per youth per day. The maximum amount to be paid under this contract shall not \$100,000.00 .
- C. Pay for parole supervision and services for a youth up to three (3) days following an escape at the rate of Nine and 00/100 (\$9.00) per youth per day, only if the youth is returned to active parole supervision.
- D. Reimburse the Service Provider for mileage at a rate not to exceed the state reimbursement rate, for mileage incurred in attending meetings and training sessions presented by TYC staff and for mileage incurred in visiting or transporting TYC youth detained in facilities outside of their judicial district, provided prior approval is obtained from the TYC Quality Assurance Supervisor.
- E. Transport or arrange transportation for youth to the contracted parole officer for admission and transport or arrange transportation for the youth if another placement is determined to be in the best interest of the youth.
- F. Complete monitoring of Service Provider's program according to the schedule developed by Central Office Contract Administration.
- G. Pay for supplemental services necessary for individual case plans.
- H. Issue a directive to apprehend an escapee once notified by the Service Provider.
- I. Promptly notify the Service Provider of any changes in a youth's parole status that would affect the payment of fees for parole services.

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**Article 1: Equal Opportunity**

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

**Article 52: Human Immunodeficiency Virus Services Act Compliance**

**Section 1:** Service Provider certifies compliance with the HIV Services Act, [Vernon's Texas Code Annotated (VTCA); Health and Safety Code, Section 85.001, et seq] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

**Section 2:** Service Provider further certifies that workplace guidelines are developed and implemented. Service Provider may elect to use workplace guidelines developed and implemented by TYC.

**Section 3:** In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds.

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**Article 63: Communicable Disease Prevention & Control Act Compliance**

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, [Vernon's Texas Code Annotated (VTCA); Health & Safety Code, Section 81.001 et seq].

**Article 74: Federal Confidentiality Compliance**

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these Federal requirements for confidentiality [42 USC Section 290 dd-2; 42 CFR Part 2].

**Article 95: Possession of Weapons**

Service Provider agrees that weapons, as defined in the Texas Penal Code, §46.02, may not be possessed by anyone on the premises of Service Providers' program. No person shall carry or possess any type of firearm while providing services to a TYC youth. Premises is defined as a building or any portion of a building. This prohibition includes the carrying of a concealed handgun licensed under the authority of Texas Civil Statutes, Art. 4413(29ee).

**Article 106: Required Disclosure of Lobbyist Activity**

Service Provider agrees that if any person who is an employee of, director of, subconsultant, or subcontractor for Service Provider is required to register as a lobbyist under Chapter 305, Texas Government Code at any time during the term of this contract. Service Provider shall notify TYC and provide timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305, Texas Government Code.

82

**Article 117: Notification to TYC of Subconsultants & Subcontractors**

**Section 1:** TYC shall be notified of the selection and/or use of all subcontractors, or subconsultants of Service Provider in performing or assessing the performance of Service Provider's duties under this contract.

**Section 2:** No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TYC. TYC shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

**Section 3:** Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

#### **Article 138: Employment of Former TYC Employees**

Service Provider certifies compliance with §572.054, Texas Government Code. Service Provider has not employed a former officer or employee of TYC to perform services on Service Provider's behalf, to secure this contract or to represent Service Provider in any manner prohibited by the referenced statute. A false certification could result in termination of this contract.

#### **Article 149: Signatory Authority**

The undersigned signatory certifies by his/her signature, that he/she has the authority to bind the Service Provider to the contract provisions stated herein.

#### **Article 10: Necessary and Efficient Services**

The undersigned contract parties do hereby certify that:

- Section 1** This arrangement to provide services specified above serve the interest of an efficient and effective administration of government,
- Section 2** The services provided are necessary and essential for the activities that are properly within the statutory functions and programs of the parties, and
- Section 3** Service Provider and TYC have the authority to contract for the above services by authority granted in House Bill 1, Article V, Section 21, Appropriations Act and §61.083, Human Resources Code.

### **IV. GENERAL PROVISIONS**

83

#### **Article 1: Relationship of Parties**

The Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees; no joint venture, partnership, or agency exists nor shall be implied by the terms of

this contract. No employee of Service Provider shall become an employee of TYC by virtue of this contract.

### **Article 2: Indemnity**

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TYC and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract.

### **Article 3: Confidentiality and Security**

- Section 1:** Service Provider agrees that all its employees will comply with state and federal law and with TYC policies regarding the confidentiality of student records and identifying information.
- Section 2:** Service Provider agrees that all information regarding TYC and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TYC.
- Section 3:** All Service Providers employees who visit any TYC facility will comply with that facility's security regulations.

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### **Article 4: Administrative Error Sanctions**

- Section 1:** TYC, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:
- a. requiring the Service Provider to take specific corrective actions in order to remain in compliance with TYC policy and/or any contractual term; and/or
  - b. recoup payment made to Service Provider; and/or
  - c. impose recommendations from audit or investigative findings, or sanctions under GAP.83.35; and/or

d. suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, cessation of placement and/or removal of all youth presently in the program.

**Section 2:** Service Provider shall cooperate fully with TYC and its authorized representative in carrying out corrective action plans.

**Article 5: Termination**

**Section 1:** Service Provider may terminate its obligations under this contract by giving thirty (30) days notice and assisting in relocating youth in the program to other placements.

**Section 2:** TYC may terminate its obligations under this contract by giving thirty (30) days notice, or immediately in the event youth are removed from the program when conditions exist that threaten the health, safety or welfare of TYC youth in the program, or in the event of breach of contract by Service Provider.

**Section 3:** TYC may terminate its obligations under this contract according to GAP.83.35, dealing with Quality Assurance.

**Section 4:** TYC shall terminate this contract in the event that TYC is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

**Article 6: Waiver**

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

**Article 7: Severability**

If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid

provision or application and to that end the provisions of this contract are declared to be severable.

#### **Article 8: Contract Amendment**

No other agreements, oral or written, shall constitute a part of this contract unless such be made in writing, executed by the parties hereto or their successors, and expressly made a part thereof.

#### **Article 9: Notice of Changes**

**Section 1:** Service Provider shall notify TYC immediately in writing in advance of any significant change affecting the Service Provider, including but not limited to change of Service Provider's name or identity, location of services, ownership or control, governing board membership, key personnel, payee identification number, and other significant changes.

**Section 2:** Service Provider shall refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from TYC.

#### **Article 10: Notice**

Required notices will be provided to the Director of Contract and Support Programs at the TYC Central Office at 4900 North Lamar, Post Office Box 4260, Austin, Texas 78765; to the TYC District Office at to the Quality Assurance Specialist at 321 N. Center Stret, Suite W-200, San Antonio, Texas 78202; and to the Service Provider at 2423 Williams Drive, Suite E, Georgetown, Texas 78628.

86

#### **Article 11: Venue**

In any legal action or criminal prosecution arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

For the Texas Youth Commission:

Paula Morelock 12/8/97  
Director of Contract and Support Programs Date

For the Service Provider:

Charles M Skaggs 12/3/97  
Name Title Date

Charles M. Skaggs  
Printed/Typed Name

Approved as to form:

W. J. [Signature] 11/10/97  
TYC Attorney Date

87

Contract Number: PS98108



AGENDA ITEM # 20

March 10, 1998

\*

Discuss and take any appropriate action on Cedar Park Chamber of Commerce lease.

Commissioner Boatright advised the previous discussion of the Cedar Park Chamber of Commerce paying \$1,000.00 per month space rental was now requesting \$350.00 per month credit for booking and administration of the community room.

Executive Director of the Cedar Park Chamber of Commerce Laura Nite reported 58 meetings through the end of 1998 have been scheduled in the community room in the past month. Policy letters have been issued by the Chamber advising after hours access to the room would require a \$25.00 deposit for a swipe card along with a photo identification.

Ms. Nite had a copy of the Cedar Park Public Library use policy and answered questions.

Judge Doerfler suggested \$350.00 per month was too much and discussed the Central Maintenance Facility policy for everyone not directly involved with Williamson County paying a rental fee.

Commissioner Hays advised basically all non-profit Williamson County organizations were not charged a fee unless they required the use of the kitchen and felt the community room in Cedar Park should operate under the same guide lines.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve \$250.00 per month credit toward \$1,000.00 monthly rental fee until the court can determine an appropriate amount of money.

Vote: Motion carried 5 - 0

AGENDA ITEM # 21

March 10, 1998

\*

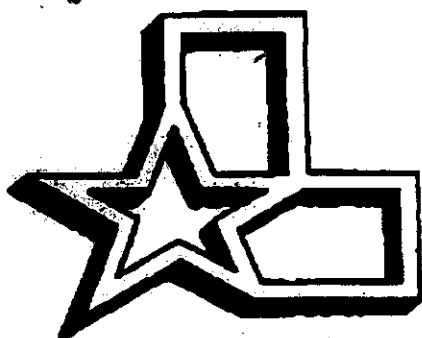
Discuss and take any appropriate action on request from Greater Leander Chamber of Commerce for economic development funds.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To allocate \$3,500.00 grant from economic development funds for Greater Leander Chamber of Commerce.

Vote: Motion carried 5 - 0 < Clerk copy here >



March 4, 1998

GREATER  
**LEANDER**  
Chamber of Commerce

The Honorable Judge Doerfler  
Williamson County Judge  
Williamson County Courthouse, 2<sup>nd</sup> Floor  
Georgetown, TX 78626

**Re: Grant Application Funds for Economic Development**

Williamson County, the fastest growing county in Texas, and the City of Leander offer many attributes for new businesses and residents. Leander stands ready with a long term water supply and a direct link to the Williamson County and City of Austin job market. We offer spectacular recreational facilities; a challenging municipal golf course with a reputation for the best greens in the region; a dynamic, forward looking city government; and hundreds of acres of prime, undeveloped property.

The Greater Leander Chamber of Commerce Economic Development Committee, composed of members of the business community, is currently working to compile a list of businesses in the Leander and Williamson area. This list will serve as a recruiting tool as well as an informative guide for businesses, the public, and chamber members.

The Economic Development Committee has recently completed a survey of business and residential needs. The Chamber is in need of funds to be able to process this information and incorporate it into brochures introducing historic markers, the golf course, city park, steam train, public library, LISD, civic organizations, and city and county services. This project is labor intensive and will require marketing strategy and printing with an estimated initial cost of \$5,000.

This will be an excellent tool for both existing and new businesses, residents, and a more informed community. This very important project could be expanded and the brochure distributed throughout the entire county. A large scope of services with additional expertise and printed cost would be necessary. The estimated project cost is \$10,000.

The chamber would like to have visual material available, aerial photos of areas for future development, as well as current businesses and attractions. The Crystal Falls Golf Course would provide matching funds on such a project utilizing their current advertising program for the promotion of tourism, industrial, and residential recruitment. The professional services and material needed to complete this project is estimated at \$5,000.

89

The Honorable Judge John Doerfler

March 4, 1998

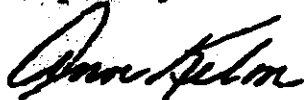
Page 2 of 2

Maps of areas are necessary tools given to businesses within the area to distribute to tourists or visitors emphasizing locations of important information as well as proper destination routes. The goal of this project is awareness of services and businesses within our county. With these marketing tools in place, increased revenues will benefit our city, county and state.

We are currently receiving in kind contributions in the range of \$500.-\$700. per week that could be used as matching funds.

Thank you for this opportunity to address the Williamson County Commissioners Court and for the opportunity to expand on our previous application for funds. We appreciate your valuable time in the considering this application and look forward to a cohesive relationship with the county and other chambers of commerce.

Respectively submitted,



Ann Kalm

Ex-Officio, Past President

cc: County Commissioner, Precinct 1, Mike Heiligenstein  
County Commissioner, Precinct 2, Greg Bostright  
County Commissioner, Precinct 3, David Hays  
County Commissioner, Precinct 4, Jerry McHevec

Consider approving letter to Tommy Beard relating to 30 foot lane off County Road 442, East of County Road 443.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To approve letter acknowledging Williamson County has not maintained in the past 40 years nor has any plans to maintain a lane approximately 30' in width running off County Road 442 (the gravel part) north.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.  
< Clerk copy here >

**Jerry Leroy Mehevec**  
County Commissioner  
**Williamson County Precinct #4**  
P.O. Box 1104  
Taylor, Texas 76574  
(512)365-2311  
(512)352-1536 Fax

March 10, 1998

TO WHOM IT MAY CONCERN:

Williamson County acknowledges that there is an existing lane approximately 30 feet in width that runs off County Road 442 (the gravel part) north.

Mr. Harvey Smith is the adjacent property owner on the east side and Marcella Janosec on the west side of this lane. Williamson County has not maintained this lane in over 40 years and has no plans to maintain this lane.

Therefore, it is moved by Jerry Leroy Mehevec and seconded by John C. Doerfler to note this in the minutes.

Copy mailed to Tommy Beard  
Rt 1, Box 27A  
Thorndale, TX 76577

*approved 3-10-98*  
*John C. Doerfler*

AGENDA ITEM # 23March 10, 1998

\*

Consider ceasing payments from 1997 certificates of obligation on Georgetown Inner Loop project and County Road 272 project.

Commissioner Mehevec requested no action be taken on this agenda item.

First Assistant County Attorney Dale Rye suggested setting up a seminar for all elected officials regarding conflict/s of interest.

Commissioner Boatright introduced Kenneth Bell and Phillip Joseph, owners of property on County Road 272. Mr. Bell advised Commissioner Boatright had approached him 2 years ago regarding acquiring right-of-way on County Road 272. Phase 1 was between County Road 272 east of State Highway 183 and Phase 2 is being worked on now.

Mr. Joseph advised Parmer Square dedicated 100 feet of right-of-way in 1988 for the Parmer Lane extension.

Commissioner Boatright advised the Parmer Lane extension was being planned before he ever took office as a commissioner.

Bill Waeltz of Baker Aicklen & Associates, Inc. advised 150' was requested to allow their survey crews to pick up topographic information at 150'. The 150' had nothing to do with where the future right-of-way was going to be. What the engineers wanted to do was make sure they had enough information beyond the right-of-way line to know if they go with a 50' row line there wouldn't be a house at 51'. This information is valuable to the design engineer and for the software data.

Commissioner Boatright recommended purchasing approximately 7 acres because 100' right-of-way would be sufficient. " With the 200' we have at Parmer we are able to transition back down to 100' easily with the alignment we have at the intersection of Parmer Lane and the row we're looking at will primarily come off the west side going by the property of Philip Joseph. What we are trying to do is accommodate Mr. Burleson because we're trying to save some beautiful old oak trees on his property. Anyway, the majority of that right-of-way is going to come off that west side and it will be between 80/100 feet because at some points we may need easements for drainage facilities which would require the additional 20' right-of-way. That's the gist of County Road 272 --- not 150' & not 200'- it is simply matching existing row we did on phase 1."

92

AGENDA ITEM # 24March 10, 1998

\*

Consider establishing policy that any item presented for court agenda action have all necessary documentation and necessary written information at time of meeting or no action will be taken.

Commissioner Mehevec addressed the issue of furnishing documentation to the County Clerk's office for recording in the Commissioners Court minutes.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To abide by the existing policy requiring all necessary documentation and written information in the office of the County Judge by 12 noon Thursday before the item will be added to the agenda for the meeting of the following Tuesday.

Vote: Motion carried 5 - 0

AGENDA ITEM # 25

March 10, 1998

\*

Consider approving (3) loads of road base, three hours of grader work with operator and two good used culverts as full payment for water used by County from Barton/McDaniel property on County Road 436 in 1992.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve three (3) loads road base, three (3) hours grader work with operator and two (2) good used culverts as full payment for 495,000 gallons of water used by Williamson County from Barton/McDaniel property on County Road 436 in 1992.

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

< Clerk copy here >

February 20, 1998

Jerry Mehevec  
Williamson County Commissioner  
P.O. Box 1104  
Taylor, TX 76521

Dear Mr. Mehevec:

This letter is to verify that my clients, LaVerne McDaniel, Barbara Barton, Sterlin Barton and Marilyn Barton agree to accept 3 loads of road base (24-25 tons each), three hours of grader work with an operator, and two good used culverts as full payment for water used by the county from their property in 1993. The gravel and grader work will be provided as soon as possible after approval by the Commissioner's Court, and the culverts will be delivered whenever two good used culverts become available in the area of my client's property. Please check with my clients as to exactly where to put the gravel.

Thank you for your attention to this matter.

Respectfully,



Brock R. Kalmbach

*approved 3-10-98*  
*John C. Doerfler*

cc: Barbara Barton  
LaVerne McDaniel  
#53 Co. Rd. 436  
Thrall, TX 76578

93

**received**  
3-5-98

## AGENDA ITEM # 26

March 10, 1998

\*

Consider approving sale of fixed asset from Sheriff's Department:

(1) 1980 International Harvester School Bus BA172KCA24515

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve sale of fixed asset from Sheriff's Department:

(1) 1980 International Harvester School Bus BA172KCA24515

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais  
< Clerk copy here >

## CHANGE OF FIXED ASSET STATUS

DATE: February 27, 1998

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

TRANSFERED

SOLD

DISPOSED

*With Abandoned Vehicle Auction*

## FIXED ASSET

<u>Quantity</u>	<u>Description</u>	<u>Model</u>	<u>Serial #</u>
<u>1</u>	<u>1980 International Harvester</u>	<u>School Bus</u>	<u>BA172KCA24515</u>

94

FROM (Transferor): Sheriff Ed Richards

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.

Ed Richards  
Transferor - Elected Official / Department Head

\_\_\_\_\_  
Transferee - Elected Official / Department Head

*approved 3-10-98  
John C. Doerfler*

*R*

AGENDA ITEM # 27

March 10, 1998

\*

Consider approving a line item transfer for Road & Bridge, Precinct #2:

From: 200-212-4231	Travel	\$2000.00
To: 200-212-4232	Training	2000.00

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve line item transfer for Road &amp; Bridge, Precinct #2:

From: 200-212-4231	Travel	\$2000.00
To: 200-212-4232	Training	2000.00

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais.  
< Clerk copy here >COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 12:45 P.M. ON TUESDAY,  
MARCH 10, 1998.

## ORDER APPROVING A LINE ITEM TRANSFER FOR

200-212

R &amp; B PCT 2

FUND

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 10th day of March, 1998, a motion made by Commissioner Boatright and duly seconded by Judge Doerfler the motion carried by a vote of 4 votes for, 0 votes against. with Commissioner Mehevec absent from the dais.

THEREFORE, BE IT ORDERED THAT THE 1998 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	\$2,000.00

95

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
200-212-4232	Training	\$2,000.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioner 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.



Elaine Bizzell, County Clerk

*John C. Doerfler* 3-10-98  
John C. Doerfler, County Judge



AGENDA ITEM # 28

March 10, 1998

\*

Discuss drainage on County Road 346-347 (Executive Session Requested as per V.T.C.A. Govt. Code 551.072 pertaining to real property)

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED AT 1:25 P.M. ON TUESDAY, MARCH 10, 1998.

AGENDA ITEM # 29

March 10, 1998

\*

96

Hear comments from commissioners.

Commissioner Heiligenstein announced Motorola is moving to Williamson County in the former Apple Computer site. They are currently under negotiations and will be consolidating their Austin area office space. Phase 1 will be 230,000 square feet with 2 buildings with no more than 3 stories. Ultimately expanding to 930,000 square feet beginning with 900 full time employees plus 100 in training. This will be their "college campus" and are requesting no tax abatement from Williamson County. City of Austin had a former agreement for the Apple site to remain outside the city limits and extra territorial jurisdiction for 5 years.

Commissioner Mehevec commented he and Commissioner Boatright were ahead of the rest of the court when the vote for Apple Computer tax abatement was on the agenda.

COMMISSIONERS COURT ADJOURNED AT 1:37 P.M. ON TUESDAY, MARCH 10, 1998.

AGENDA:

MINUTES

\*

\*

of the

WILLIAMSON COUNTY ROAD DISTRICT MEETING

March 10, 1998

THE STATE OF TEXAS ) (

COUNTY OF WILLIAMSON ) ( BE IT REMEMBERED that at 1:27 p.m. on this the 10th day of March A.D., 1998, there was begun and holden a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, pursuant to V.A.C.S. art. 6702-1, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

Absent..... JOHN C. DOERFLER, County Judge  
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1  
GREGORY W. BOATRIGHT, Commissioner, Precinct 2  
DAVID S. HAYS, Commissioner, Precinct 3  
JERRY L. MEHEVEC, Commissioner, Precinct 4  
ELAINE BIZZELL, County Clerk

I. March 10, 1998

Read and approve the minutes of the last meeting.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve the minutes of the last meeting.

Vote: Motion carried 4 - 0

97

II. March 10, 1998 \*

Discuss and take appropriate action on the Southeast Williamson County Road District #1, including but not limited to payment of bills.

No action was taken on this agenda item.

III. March 10, 1998 \*

Discuss and take appropriate action on the Southwest Williamson County Road District # 1, including, but not limited to payment of bills.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve payment of \$826.00 to Brown McCarroll Sheets & Crossfield.

Vote: Motion carried 4 - 0

< Clerk copy here > SWRD

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BROWN McCARROLL SHEETS &  
CROSSFIELD, L.L.P.  
309 EAST MAIN STREET  
ROUND ROCK TX 78664-5246  
(512) 255-8877

February 28, 1998

SW WILLIAMSON COUNTY ROAD DISTRICT  
NO. 1  
C/O JUDGE JOHN DOERFLER  
WILLIAMSON COUNTY COURTHOUSE  
GEORGETOWN TX 78626

Re: Special Counsel

Attorney - CDC  
PROFESSIONAL SERVICES

			<u>Hours</u>	<u>Amount</u>
1/26/98	CDC	Telephone conference with Tom Schneider.	0.20	25.00
1/28/98	CDC	Conference with Pam Orr and Nickey Lawrence.	1.00	125.00
1/30/98	CDC	Telephone conference with Nickey Lawrence.	0.20	25.00
	CDC	Telephone conference with Harvey Allen; research Bond Order regarding interest payments.	0.50	62.50
2/2/98	CDC	Draft letter to Harvey Allen.	0.20	25.00
2/9/98	CDC	Telephone conference with Frank McCreary regarding possible refinancing.	0.40	50.00
	CDC	Telephone conference with Ken Mills regarding Madron Joint Venture's acquisition of property within the road district.	0.50	62.50
2/17/98	CDC	Telephone conference with Nickey Lawrence.	0.20	25.00
	CDC	Telephone conference with Frank McCreary regarding possible refinancing.	0.50	62.50
	CDC	Telephone conference with Larry Kokel regarding reallocation of debt on four pieces of land.	0.20	25.00
2/18/98	CDC	Draft amendment items for reallocation of debt for Jane Tableriou.	0.50	62.50
	CDC	Phone conference with Nickey Lawrence.	0.20	25.00
2/24/98	CDC	Conference with Debra Hunt regarding road district assessment collections and financial system.	0.50	62.50

## SW WILLIAMSON COUNTY ROAD DISTRICT

Page 2

	<u>Hours</u>	<u>Amount</u>
2/25/98 CDC Telephone conference with Gary Kimball regarding arbitrage provisions.	0.50	62.50
CDC Attend General Land Office meeting regarding Hog Farm.	1.00	125.00
	<hr/>	<hr/>
For professional services rendered	6.60	\$825.00

## EXPENSES

1/30/98- Fax	1.00
	<hr/>
Total expenses	\$1.00

TOTAL AMOUNT OF THIS BILL	<hr/>	\$826.00
---------------------------	-------	----------

PREVIOUS BALANCE		\$2,659.26
------------------	--	------------

BALANCE (due upon receipt)	<hr/>	<del>\$3,485.26</del> - 826. <sup>00</sup>
----------------------------	-------	--

Current	30 Days	60 Days	90 Days	120 Days	
2,202.22	1,283.04	0.00	0.00	0.00	<i>approved 3-10-98 John C. Dwyer</i>

IV.

March 10, 1998

\*

Discuss and take appropriate action on the Northeast Williamson County Road District # 1, including, but not limited to payment of bills.

No action was taken on this agenda item.

V.

March 10, 1998

\*

Consider approving refunds for any of the road districts.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: Approve refund of \$195.06 to Guy Renfro, Jr. for property located in the Southeast Williamson County Road District No. 1.

Vote: Motion carried 4 - 0

< Clerk copy here > SERD

## SOUTHEAST WILLIAMSON COUNTY ROAD DISTRICT NO. 1

c/o Williamson County Precinct 2  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613  
(512) 260-4280  
Fax (512) 260-4284

TO: Williamson County Commissioners Court  
for approval

TO: Texas Commerce Bank  
Chuck Feuerbacher

FROM: Nickey Lawrence

DATE: March 10, 1998

RE: Refund

AMOUNT: \$195.06

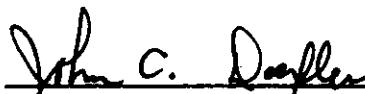
PAYABLE TO: Guy Renfroe, Jr.  
3307 Tyler Court  
Round Rock, TX 78664

101

REASON: Paid by mortgage co. - NationsBank

RE: R350057  
High Country, Section 3  
Block B, Lot 41

Approved for payment 3-10, 1998.

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

Moved: Judge Doerfler  
Seconded: Commissioner Boatright  
Motion: Approve refund of \$177.25 to Mary E. Roberts for property located in the Southeast Williamson County .  
Vote: Motion carried 4 - 0

< Clerk copy here > SERD

SOUTHEAST WILLIAMSON COUNTY ROAD DISTRICT NO. 1  
c/o Williamson County Precinct 2  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613  
(512) 260-4280  
Fax (512) 260-4284

TO: Williamson County Commissioners Court  
for approval

TO: Texas Commerce Bank  
Chuck Feuerbacher

FROM: Nickey Lawrence

DATE: March 10, 1998

RE: Refund

102

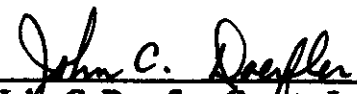
AMOUNT: \$177.25

PAYABLE TO: Mary E. Roberts  
2624 Eastwood Lane  
Round Rock, TX 78664

REASON: Payment received from mortgage co.

RE: R312560  
High Country, Section 1  
Block D, Lot 6

Approved for payment 3-10, 1998.

  
John C. Doerfler, County Judge

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve refund of \$793.86 to Inland Mortgage Corporation for property located in the Northeast Round Rock Road District No.1.

Vote: Motion carried 4 - 0

< Clerk copy here > NERD

**NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1**

c/o Williamson County Precinct 2

350 Discovery Blvd., Ste. 201

Cedar Park, TX 78613

(512) 260-4280

Fax (512) 260-4284

**TO:** Williamson County Commissioners Court  
for approval

**TO:** Texas Commerce Bank  
Chuck Feuerbacher

**FROM:** Nickey Lawrence

**DATE:** March 10, 1998

**RE:** Refund

103

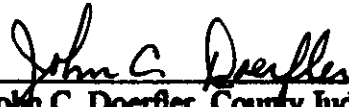
**AMOUNT:** \$793.86

**PAYABLE TO:** Inland Mortgage Corporation  
Escrow Clearing  
9265 Counselors Row  
PO Box 40616  
Indianapolis, Indiana 46240

**REASON:** Overpayment on account - Loan No. 0049507247, Wilcox, in the amount of \$214.62 (R343799)

Account paid by check received from Inland Mortgage, 1/21/98, check no.863335 - Loan No. 0049800105, Trahan (R347648)

Approved for payment 370, 1998.

  
John C. Doerfler, County Judge



Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve refund of \$135.65 to Rudy Salinas for property located in the Northeast Round Rock Road District No.1.

Vote: Motion carried 4 - 0

< Clerk copy here > NERD

**NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1**

**c/o Williamson County Precinct 2**

**350 Discovery Blvd., Ste. 201**

**Cedar Park, TX 78613**

**(512) 260-4280**

**Fax (512) 260-4284**

**TO: Williamson County Commissioners Court  
for approval**

**TO: Texas Commerce Bank  
Chuck Feuerbacher**

**FROM: Nickey Lawrence**

**DATE: March 10, 1998**

**104**

**RE: Refund**

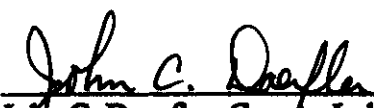
**AMOUNT: \$135.65**

**PAYABLE TO: Rudy Salinas  
1518 Sundance Drive  
Round Rock, TX 78664**

**REASON: Paid by mortgage co. - Mellon Mortgage**

**RE: R313080  
Settlement, Section 4  
Block B, Lot 10**

Approved for payment 3-10, 1998.

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

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve refund of \$207.70 to Jason Saulters for property located in the Northeast Round Rock Road District No.1.

Vote: Motion carried 4 - 0

< Clerk copy here > NERD

**NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1**

c/o Williamson County Precinct 2

350 Discovery Blvd., Ste. 201

Cedar Park, TX 78613

(512) 260-4280

Fax (512) 260-4284

TO: Williamson County Commissioners Court  
for approval

TO: Texas Commerce Bank  
Chuck Feuerbacher

FROM: Nickey Lawrence

DATE: March 10, 1998

RE: Refund

105

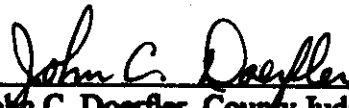
AMOUNT: \$207.70

PAYABLE TO: Jason Saulters  
1409 Terra Street  
Round Rock, TX 78664

REASON: Paid by mortgage company - NationsBank

RE: R317709  
Indian Ridge, Section 1A  
Block G, Lot 5

Approved for payment 3-10, 1998.

  
John C. Doerfler, County Judge

VI.

March 10, 1998

\*

Consider authorizing release of lien for any properties in district which have paid assessment in full .

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve release of \$52,813.09 lien to Crystal Park Investors, Inc. in the Northeast Round Rock Road District No. 1 for Lot 3, Block E, Crystal Park Subdivision.

Vote: Motion passed 4 - 0

< Clerk copy here > NERD

THE ROAD DISTRICT COURT ADJOURNED AT 1:37 P.M. ON TUESDAY, MARCH 10, 1998.

DOC# 9812964

VOL 0096 PAGE 659

**RELEASE OF LIEN**

**Date:** March 10, 1998

**Assessment Lien:**

Date: January 1, 1993

Assessment Balance: \$52,813.09

Payor: CRYSTAL PARK INVESTORS, INC.

Payee: NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1

Date of Maturity: as therein provided

**Holder of Lien:** NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1

**Holder's Mailing Address (including county):**

NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1  
County Judge  
Williamson County Courthouse  
Georgetown, Williamson County, Texas 78627

**Lien is Described in the Following Documents:**

The above-described assessment lien was imposed against the real property described in Exhibit "A" attached hereto by an Assessment Order adopted by the Board of Directors of the Northeast Round Rock Road District No.1 dated January 4, 1993, as found in Volume 57, Page 159 of the Williamson County Commissioner's Court minutes. Said assessment lien was validated on March 1, 1993 in Cause No. 93-026-C277 in the 277th Judicial District Court of Williamson County, Texas.

**Property (including any improvements) Subject to Lien:**

Lot Three, Block "E", CRYSTAL PARK SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet I, Slide 146, Plat Records, Williamson County, Texas.

Holder of the note and lien acknowledges its payment and releases the property from the lien and from all liens held by Holder of the note and lien without regard to how they were created or evidenced.

RELEASE OF LIEN - PAGE 1

21\TEXT\WMS00A\111420.REL/004

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

When the context requires, singular nouns and pronouns include the plural.

NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1

By: John C. Doerfler 3-10-98  
John Doerfler, County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 10<sup>th</sup> day of MARCH, 1998, by John Doerfler, County Judge, sitting as Director of NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.



Jane E. Tableriou  
Notary Public, State of Tx.  
Printed Name: JANE E. TABLERIOU  
My Commission Expires: 4/29/98

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664

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**AFTER RECORDING RETURN TO:**

Heritage Title Co. of Austin, Inc.  
98 San Jacinto Blvd., Suite 400  
Austin, Texas 78701

RELEASE OF LIEN - PAGE 2  
J:\TEXT\MENOS\211420.REL/ede

Doc# 9812964  
# Pages: 2  
Date : 03-17-1998  
Time : 09:51:36 A.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
ELAINE BIZZELL  
COUNTY CLERK  
Rec. \$ 11.00

THE FOREGOING MINUTES in Volume 96 on pages 553 through 660, inclusive had at a Special Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 17th day of March, 1998.

John C. Doerfler, County Judge

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

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