

AGENDA ITEM # 12March 9, 1999

Consider granting variance to Clark Lyda, Trustee and Thomas C. Calhoun from replatting a portion of Lot 6, Twin Creek Hollow.

Moved: Commissioner Limmer

Seconded: Commissioner Boatright

Motion: To grant variance to Clark Lyda, Trustee and Thomas C. Calhoun from replatting a portion of Lot 6, Twin Creek Hollow.

Vote: Motion carried 5 - 0

AGENDA ITEM # 13March 9, 1999

Consider approving payment of damages in the amount of \$435.82 to Doyal Foster for windshield damage by Unified Road Department.

Moved: Judge Doerfler

Seconded: Commissioner Limmer

Motion: To approve payment of \$435.82 to Doyal Foster for windshield damage by Unified Road Department.

Vote: Motion carried 3-2 with Commissioners Heiligenstein and Boatright voting against the motion.

< Clerk copy here >

VOL 0102 PAGE 994

EUGENE D. TAYLOR
WILLIAMSON COUNTY ATTORNEY

Wayne Porter, First Assistant
 Carol Collins Dan Gattis
 David Glickler Donna King
 Grant Sparks Brandi Byrd
 David Laibovitz Chris Lewis
 Jana Hunsicker
 Dale A. Rye, Of Counsel to the County Attorney

March 9, 1999

(512) 943-1111 (512) 352-3661, Ext. 4351
 FAX: (512) 943-1120

To: County Judge John Doerfler
 Commissioner Heiligenstein
 Commissioner Boatright
 Commissioner Hays
 Commissioner Limmer

From: Peggy Vasquez
 Re: Vehicle damage claim - Doyle W. Foster

Attached please find the affidavit of Doyle Foster, statement of road and bridge employee and estimates for repair regarding the above referenced matter. After investigation and review of this claim Dan Gattis, Assistant County Attorney has recommended payment of this claim in the amount of \$435.82 to be paid to Mr. Foster.

If the court approves this claim today please forward this package to Greg Bergeron - Road and Bridge Dept. For approval of payment as follows:

Doyle W. Foster, Rt 1, Box 132, Georgetown, TX 78626 - \$435.82

Mr. Bergeron should indicate his approval of this amount below and forward this package to Donna McKittrick at the Auditors office for a check to be issued.

If there are any questions please do not hesitate to contact me.

APPROVED FOR PAYMENT

John C. Doerfler, Jr.
 Authorized Signature
 3-9-99
 Date

Very truly yours,

Peggy Vasquez
 Peggy Vasquez

Budget Line Item

Williamson County Courthouse Annex, Second Floor, 405 Martin Luther King Box 3, Georgetown, Texas 78626

Amount

148

03/11/99 16:14 WILLIAMSON CTY ROAD AND BRIDGE 512-930-3335

P. 001



1900 Georgetown Inner Loop, Ste. B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

FAX SHEET

DATE: March 11, 1999
TO: Little
COMPANY/DEPT.: County Clerk's office
FROM: Sharon C. Benedict
FAX NUMBER: (512) 943-1616
PHONE NUMBER: (512) 943-1514
RE: Vehicle Damage Claim - Doyle Foster
Pages (without cover): 1
COMMENTS: I am sending the hard copy via interoffice mail.

SHARON C. BENEDICT
Administrative Assistant



1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 938-3338
Fax (512) 938-3335

Williamson County
Unified Road System

MEMO

TO: Dan Gattis
COMPANY: Assistant County Attorney
FROM: Sharon C. Benedict
DATE: September 1, 1998
SUBJECT: Vehicle Damage

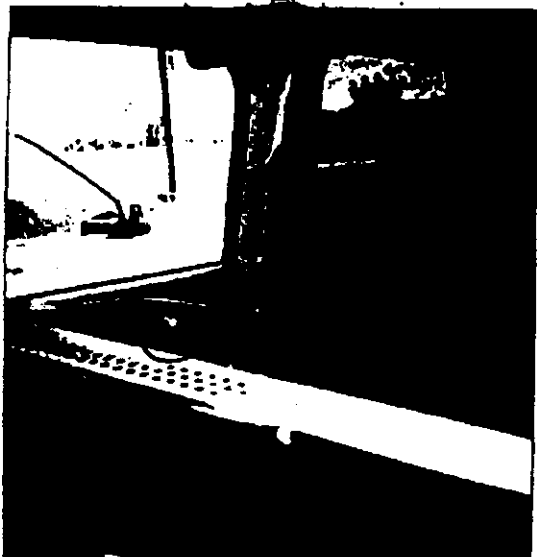
I am sending you the information relating to an incident where an individual, Mr. Doyle Foster, claims damage to the windshield of his vehicle.

Mr. Foster called our office and spoke to me on 7/9/98 and told me what had happened. I informed him that we would need to take a picture of the damage, have a written statement from him and we need three estimates. I received the estimates on 8/25/98. Our employee, who was driving the truck, wrote a brief statement and it looks as though he made an error on the date of the occurrence. I had spoken to his foreman and confirmed that this truck was in the area on the date of 7/9/98. Please let me know if you will need a corrected statement from our employee, Johnny Harris.

Thanks,

Sharon C. Benedict

150



March 5, 1999

To: Williamson County
Road & Bridge Division

From: Doyle W. Foster
Rt 1, Box 132
Georgetown, TX 78626

To Whom It May Concern:

On the date of July 9, 1998, at approximately 1:40 p.m. I drove from the Weir Country Store located at 101 N. Main St., Weir, Texas onto Hwy 971, headed west. Immediately upon leaving, a county dump truck pulled onto Hwy 971 headed west in front of me. I saw that it was hauling gravel and was fully loaded, so I started slowing down to give plenty of room between our vehicles. After traveling a short distance the truck hit a bump in the road causing gravel to spill from it. The gravel peppered the front of my vehicle, some hitting the windshield causing it to break. The truck continued on and turned right on N. Townsmill Rd. The license number of the truck is 498770. I was driving a Jeep Wrangler (Sahara) license number YPM81R.

My phone number is (512) 863-2615/863-8638.

Doyle W. Foster
Doyle W. Foster

The State of Texas
County of Williamson

This instrument was acknowledged before me on the 5th day of Mar, 19 99 by
Doyle W. Foster



My commission expires:

Frances L. Richmond
Notary Public
State of Texas

FRANCES L. RICHMOND
Notary's printed name

TO: Williamson County
Road & Bridge D.V.

FROM: Doyle Foster
Rt 4 Box 132
Georgetown, TX 78626

To Whom It May Concern,

On the date of 7-9-98 at approx. 1:40 P.
I drove from the Weir Country Store
located at 101 N Main St, Weir Tx. onto
Hwy 971, headed west. Immediately
upon leaving, a county dump truck
pulled onto Hwy 971 headed west in
front of me. I saw that it was hauling
gravel and was fully loaded, so I started
slowing down to give plenty room between
our vehicles. After traveling a short distance
the truck hit a bump in the road causing
gravel to spill from it. The gravel
peppered the front of my vehicle, some
hitting the windshield causing it to break.
The truck continued on and turned
right on N. Towns Mill Rd.

License number of the truck is 498 776
I was driving a Jeep Wrangler (Sahara) License
number YPM 81R.

Phone # 863-2615 / 863-8638 *Doyle Foster*

I WAS driving dumptruck
Unit 523, down FA 971 on Thurs
July 16. And nobody stopped me
but A Rock hit somebodys windshield

Johnny Harris

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

I WAS driving dumptruck
unit 523, down fa. 971 on Thurs
July 16. And nobody stopped me
but A Rock hit somebodys windshield

Johnny Harris

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.



2611 S. Austin Ave. • Georgetown, TX 78626

(512) 863-4527 • (512) 930-4295

(512) 244-1594 • FAX (512) 869-1335

FED ID# 74-2772784

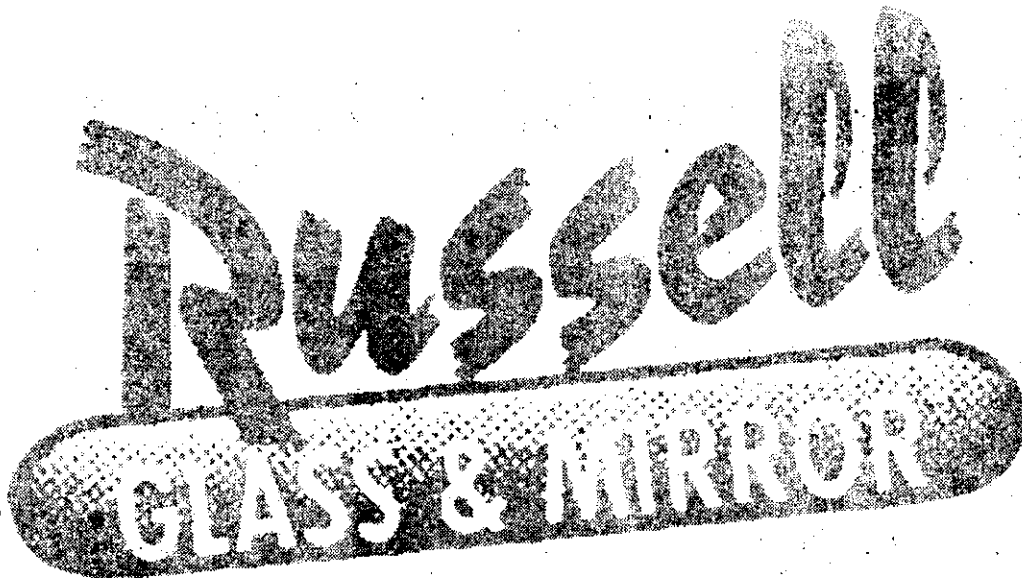
DOYLE FOSTER

Hm512-863-2615 Wk

Who	Date	Time	Who	Date	Time	Who	Date	Time
Measure			Quote			Order		
Est			Schedule			Complete		
IN	0	00947	DATE	07/15/98				
CUS	8632615		SALE	3				
CUS			SOLD	TR				
FED			BY					

YEAR	1997	MAKE	JEEP	MODEL	WRANGLER TJ	BODY STYLE	2 DOOR UTILITY	CLAIM CODE		LOSS DATE	/ /
HOME PHONE	512-863-2615	BUS PHONE	-	DAMAGE CAUSE							

QT	PART	DESCRIPTION	BLOCK SIZE	LIST	PRICE	TOTAL
1	DW01321 GT	Windshield (slr contr)	17.6x53.5	2679.60	406.36	406.36
		1.5 Urethane Kits w/ DAM		0.00	0.00	0.00



TOTAL LABOR (NON-TAXABLE) 0.00

SUBTOTAL 406.36

29.46

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission.

All merchandise returned, for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass. Terms of payment are days from invoice date. A service charge of % per month (% annum) will be added to past due accounts.

435.82

435.82

RECEIVED BY:

The glass listed has been replaced/repared with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay the "Above named Repair/Glass Company" directly for the

0155

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

VOL 0103 PAGE 002

AUSTIN TEXSTAR GLASS

Mobile Glass Service

6912 Hwy. 290 East

Austin TX 78723

512-450-1052



Georgetown

(512) 863-9722



North
(512) 59-2411

ACCOUNT NO.	AGENT NO.	PURCHASE ORDER NO.	DATE	Quote
			08-25-1998	QUOTE

CUSTOMER	TAXES TAX OR EXEMPT NO.	CUSTOMER FEDERAL TAX I.D. NO.	ADV. CODE	SALESMAN I.D.	ORDER TAKEN BY	INSTALLED BY	FEDERAL TAX I.D. NO.
					ANNETTE		74-2052562

BILL TO DOYLE FOSTER	SOLD TO:
--------------------------------	----------

INSURANCE PROOF OF LOSS

INSURANCE CO.	POLICY NO.
PHONE NO.	CLAIM NO.
POLICY NAME	CAUSE AND LOSS LOCATION
AGENT NAME	VERIFIED BY
AGENT PHONE	DATE OF LOSS
	DEDUCTIBLE

VEHICLE INFORMATION

MAKE	Jeep	MODEL	Wrangler	YEAR	1997	DOORS	2
ETER		LICENSE		VEHICLE I.D. NO.			

Qty	Part #	Color	Adhesive	Labor	List	Sell	Net
1	1321	Green	0.00-1.5U&Daw	10.00	2679.60	482.36	492.36

Comments
QUOTE

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

0156

RECEIVED BY

Lifetime Guarantee on all front Windshield replacements against air and water leaks.
All workmanship and materials guaranteed.
Receipts must be presented for all warranty work.
Payable in Travis County.

AUTHORIZATION TO PAY

I hereby authorize and agree to have the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all claims under the above policy. Upon such payments, all rights I may have for claim and demand for loss or damage described above against the above-named insurance company shall be hereby forever discharged. In the event that the above-named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to all charges reflected on the invoice to the above-named glass company, subject to and according to all terms and conditions on this invoice.

Subtotal 492.36
8.25% Tax 39.79

TERMS

RECEIVED BY

Floyd's

COMPLETE GLASS SALES AND SERVICE

Serving Central Texas Since 1948

1894 West Second St. P.O. Box 893
TAYLOR, TEXAS 78674
Taylor 362-7619 Austin 388-2016
FAX (512) 362-8249

***** QUOTE *****

NUMBER: 01850

DATE: 08-25-98

JOB REF. DOYLE FOSTER
PHONE 863-8638

CASH ACCOUNT

SOLD IN TEXAS
TO:

Our Order No.	Your Order No.	Account No.	Salesman	Terms	Shipped Via	Paid.	Coll.
01850		01		CASH			

P.O./POLICY # CLAIM # DATE OF LOSS CAUSE AUTHORIZED BY

YEAR MAKE MODEL BODY V.I.N. LICENSE INST BY
97 JEEP WRANGLE 2 DOOR UTI

QTY.	PART NO.	DESCRIPTION	LIST	PRICE	TOTAL
1	DW1321 GT	WINDSHIELD	2679.60	482.33	482.33
3.1		LABOR		10.00	31.00
1		URETHANE		19.90	19.90
1		WFSB 1285 MLDB.		24.15	24.15
CUSTOMER SIGNATURE: <i>Estimate by Loretta Knapik</i>			SUB TOTAL		557.30
THIS INVOICE PAYABLE IN TAYLOR, WILLIAMSON COUNTY, TEXAS			SALES TAX		43.43
10% RESTOCKING CHARGE on stock merchandise returned in good condition.			TOTAL		600.81
Returns MUST be accompanied by invoice. No refunds after 10 days.					

RECORDING MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

0157

004
PAGE 004
004



AUSTIN TEXSTAR GLASS

Mobile Glass Service

6912 Hwy. 290 East

Austin TX 78723

512-450-1052



Georgetown

(512) 863-9722



Quote

AGENT NO.	PURCHASE ORDER NO.	DATE	08-25-1998	QUOTE
-----------	--------------------	------	------------	-------

CUSTOMER STATE TAX OR EXEMPT NO.	CUSTOMER FEDERAL TAX ID NO.	ADJ. CODE	SALES TAX ID	ORDER TAKEN BY	INSTALLED BY	FEDERAL TAX ID NO.
				ANNETTE		74-2052562

BILL TO:	SOLD TO:
DOYLE FOSTER	
512-863-0545	

INSURANCE PROOF OF LOSS

INSURANCE CO.	POLICY NO.
INSURANCE CO.	CLAIM NO.
PHONE NO.	CAUSE AND LOSS LOCATION
POLICY NAME	VERIFIED BY
AGENT NAME	DATE OF LOSS
AGENT PHONE	DURABLE

VEHICLE INFORMATION

TERMS	Jeep	MODEL	Wrangler	YEAR	1997	DOORS	2
ODOMETER		LICENSE		VEHICLE I.D. NO.			

Qty	Part #	Color	Adhesive	Labor	List	Sell	Net
1	DW1321	Green	0.00-1.5U&Dam	10.00	2679.60	482.36	492.36
Comments QUOTE							

RECEIVED BY

Lifetime Guarantee on all front Windshield replacements against air and water leaks.
All workmanship and materials guaranteed.
Receipts must be presented for all warranty work.
Payable in Travis County.

AUTHORIZATION TO PAY

I hereby authorize and empower the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all loss under the above policy. Upon such payment, all rights I may have for claim and demand for loss and damage described above against the above-named insurance company shall be thereby forever discharged. In the event that the above-named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to all charges reflected on this invoice to the above-named glass company, subject to and according to all terms and conditions on this invoice.

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

0158

Subtotal 492.36
8.25% Tax 39.79

TERMS

TOTAL SALE 532.15



2611 S. Austin Ave. • Georgetown, TX 78626
 (512) 863-4527 • (512) 930-4295
 (512) 244-1594 • FAX (512) 869-1335

FED ID# 74-2772784

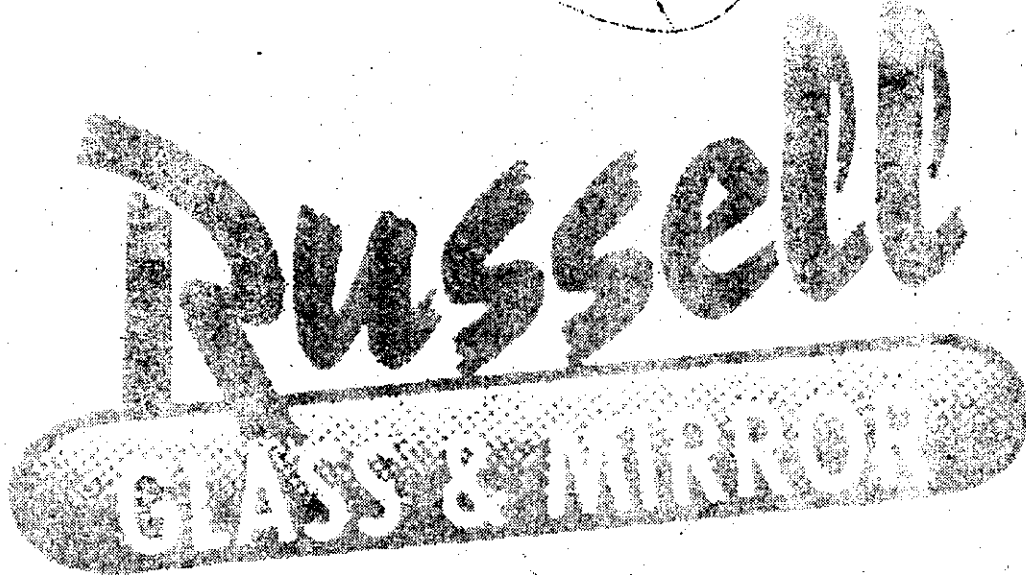
DOYLE FOSTER

Hm512-863-2615 WK

Who	Date	Time	Who	Date	Time	Who	Date	Time
Measure			Quote			Order		
Feb			Schedule			Complete		
W	Q	00947	DATE	07/15/98				
CUST	8632615		SALE					
CUST			TYPE					
PO			SOLD	TR				
FED			BY					
TAX								

YEAR	1997	DATE	JEEP	MODEL	
MODEL	WRANGLER TJ	BOOK	2 DOOR UTILITY	AUTHO	
LIC		STYLE		RIZED BY	
HOME	512-863-2615	VIN		CLAIM	
PHONE		BUS		CODE	LOSS
		PHONE		CAUSE	DATE

QT.	PART	DESCRIPTION	BLOCK SIZE	LIST	PRICE	TOTAL
1	DW01321	GT Windshield (slr contr)	17.6x53.5	2679.60	406.36	406.36
		1.5 Urethane Kits w/ DAM		0.00	0.00	0.00



0159

TOTAL LABOR (NON-TAXABLE) 0.00

SUBTOTAL 406.36
 29.46

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission.

All merchandise returned for credit, refund or exchange must be in resaleable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass. Terms of payment are days from invoice date. A service charge of % per month (% annum) will be added to past due accounts.

435.82

435.82

RECEIVED BY:

The glass listed has been replaced/repared with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay the "Above named Repair/Glass Company" directly for the glass and installation charges, or repairs.