

AGENDA ITEM # 4**October 12, 1999**

Consider noting in minutes any off right-of-way work on any county road done by Road and Bridge Unified System.

Moved: Commissioner Boatright

Seconded: Commissioner Limmer

Motion: To note in minutes utility requests from:

Southwestern Bell Telephone Company for right-of-way on County Road 266 and
TXU Electric and Gas Company for right-of-way on Crystal Falls Parkway.

Vote: Motion carried 3 - 0

< Clerk copy here >

WILLIAMSON COUNTY URS
Utility Requests - 10/12/99

Precinct I

Precinct II

- A. TXU Electric & Gas Co.
 - 1. Crystal Falls Pkwy. - ROW
- B. SWBT
 - 1. CR 266 - ROW

Precinct III

Precinct IV

UTILITY LINE ON WILLIAMSON COUNTY RIGHT OF WAY

TO: Williamson County Unified Road System
1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626

Date September 20, 1999

Formal notice is hereby given that Southwestern Bell Telephone

Company proposes to place a Telephone cable (BURIED)

line within the right-of-way of C R 266
as follows (give location, length, general design, etc)

See Attached Work Prints (DWO 4700975)

The line will be constructed and maintained on the road right-of-way as directed by the Williamson County Unified Road System in accordance with governing laws

Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual of Traffic Control Devices required for adoption by the "Transportation Code" (V C T A CH 251)

The location and description of the proposed line and appurtenances is more fully shown by 3 copies of drawings attached to this notice

Construction of this line is proposed to begin on or after the 26th day of September 1999

APPROVAL

Firm Southwestern Bell Telephone Company

This application is hereby approved subject to the following understanding and restrictions

Authorized Signature

David Barringer

Printed Name

Address 1616 Guadalupe St , Rm 406

Austin, Texas 78701

Phone (512) 870-6334

Fax (512) 870-3305

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road, and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners

APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

BY *Sgt. Reyn*
COUNTY ROAD ADMINISTRATOR

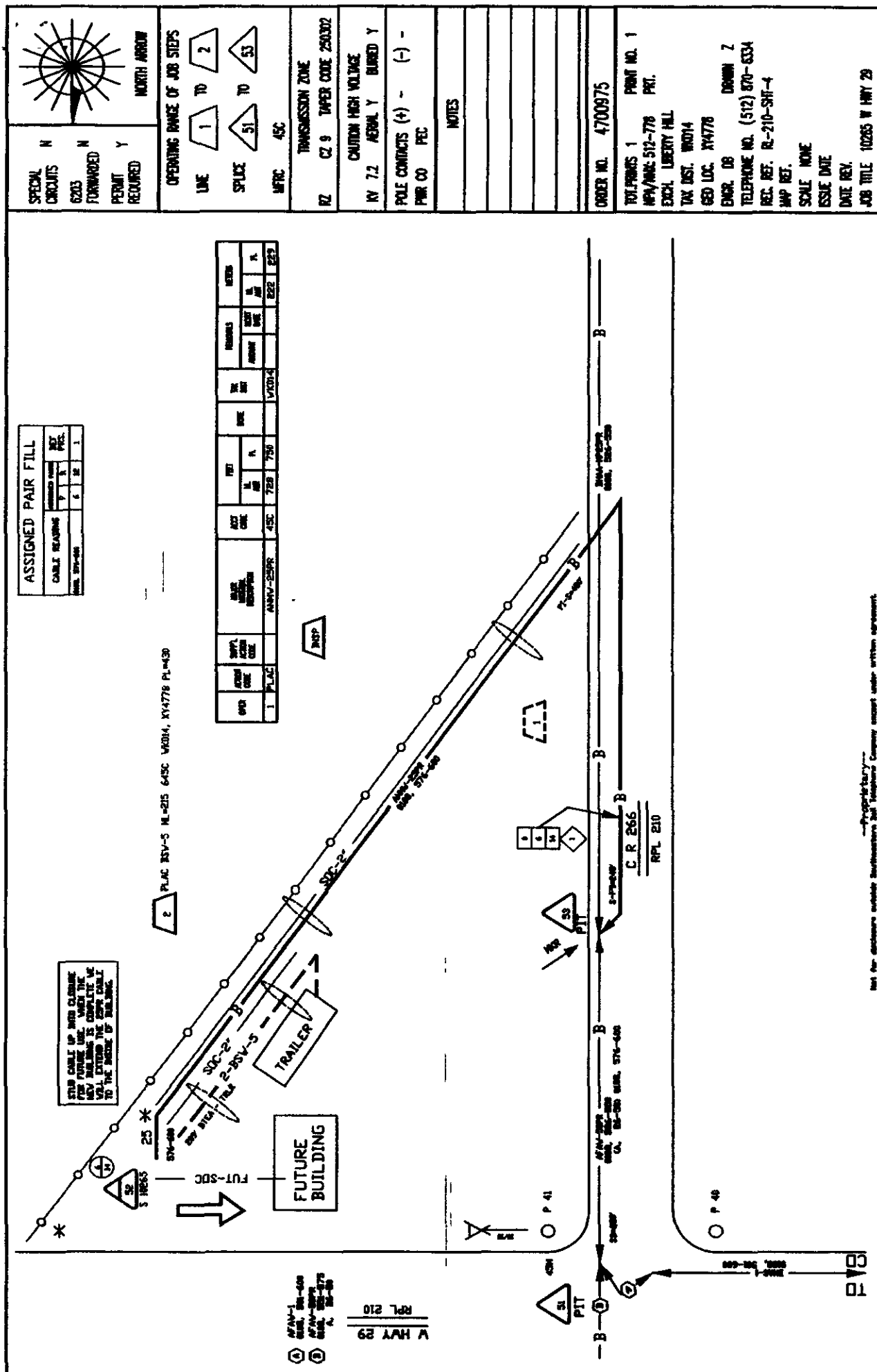
DATE 10/2/99

received
9-27-99

9-30-99

ROW

P.J.



Not for disclosure outside Southwest Bell Telephone Company except under written agreement.

02/20/98 12:18 WILLIAMSON CTY ROAD AND BRIDGE 512-930-3335

P. 003

NOTICE OF PROPOSED INSTALLATION

UTILITY LINE ON WILLIAMSON COUNTY RIGHT-OF-WAY

TO Williamson County Unified Road System
1900 Georgetown Inner Loop, Suite 9
Georgetown, Texas 78626

DATE 9-29-99Formal notice is hereby given that TXU ELECTRIC + GAS COMPANYCompany proposes to place a NEW GASline within the right-of-way of CRYSTAL FALLS PKWYas follows: (give location, length, general design, etc.) PROPOSED TO INSTALL 6" GAS

MAIN WEST ALONG THE SOUTH R.O.W. LINE OF CRYSTAL FALLS FROM
THE LEANDER ~~MIDDLE~~ ELEMENTARY SCHOOL TO THE TRAVIS CO. LINE.

The line will be constructed and maintained on the road right-of-way as directed by the Williamson County Unified Road System in accordance with governing laws.

Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual of Traffic Control Devices required for adoption by the "Transportation Code" (V.C.T.A. CH 251)

The location and description of the proposed line and appurtenances is more fully shown by 1 copies of drawings attached to this notice

Construction of this line is proposed to begin on or after the 4TH day of October 19 99

APPROVAL

This application is hereby approved subject to the following understandings and restrictions

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road, and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase add to, decrease, or in any manner change the structure of this road or right-of-way this line if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

BY [Signature]
COUNTY ROAD ADMINISTRATOR

DATE 10/2/99Firm TXU ELECTRIC + GAS CO

[Signature]
Authorized Signature

PAUL LEMONS
Printed Name

310 N IH 35
Address

Round Rock, TX 78681

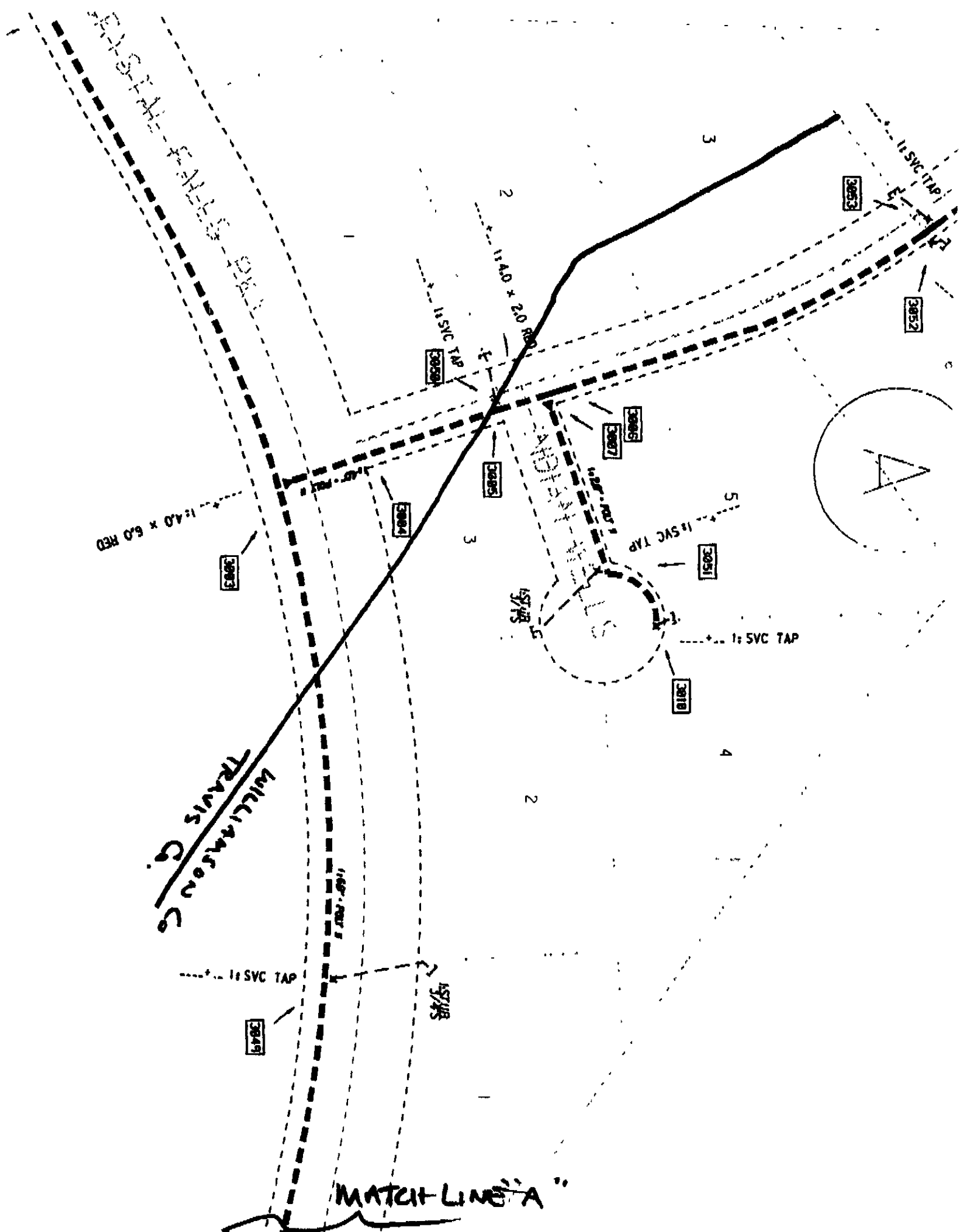
310-3807
Phone

310-3819
Fax

pt. 2 10-6-99

ROW

R.J.

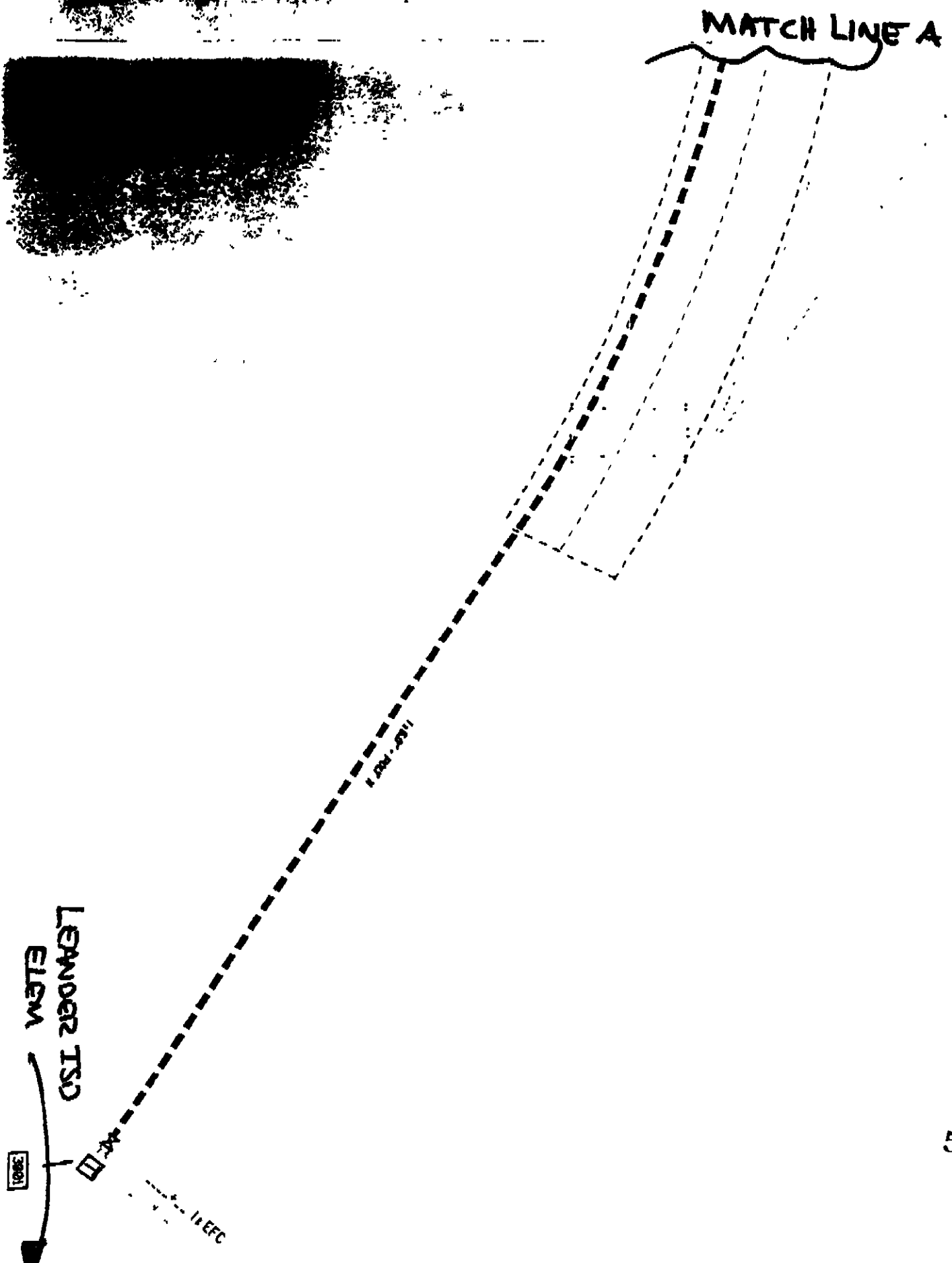


9-30-1999 1.31PM
FROM

9-30-1999 1:32PM

FROM

P. 4



Consent Agenda

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the Consent Agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5-8)

AGENDA ITEM # 5**October 12, 1999****Consider approving a line item transfer for Treasurer:**

From: 0100-0497-005751	Office Equipment	\$500.00
to: 0100-0497-004621	Copier rental	500.00

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: to approve a line item transfer for Treasurer:

from: 0100-0497-005751	Office Equipment	\$500.00
to: 0100-0497-004621	Copier rental	500.00

Vote: Motion carried 3 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

497 TREASURER William L. Wood
 FUND DEPARTMENT SIGNATURE

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

WHEREAS, On the 12th day of October, 1999, a motion made by Commissioner Hays and duly seconded by Commissioner Limmer the motion carried by a vote of 3 votes for, 0 votes against, with Judge Doerfler and Commissioner Heiligenstein absent from the meeting.

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
01.0100.0497.005751	OFFICE EQUIPMENT	500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
01.0100.0497.004621	COPIER RENTAL & SUPPLIES	500.00

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

John C. Doerfler
 John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
 Nancy Rister, County Clerk

AGENDA ITEM # 6

October 12, 1999

Consider approving a line item transfer for Justice of the Peace #3:

from:	0100-0453-005750	Office Furniture	\$500.00
to:	0100-0453-003005	Office Furniture	500.00

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To approve a line item transfer for Justice of the Peace #3:

from:	0100-0453-005750	Office Furniture	\$500.00
to:	0100-0453-003005	Office Furniture	500.00

Vote: Motion carried 3 - 0

< Clerk, copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

453	Justice of The Peace, Pct. #3	<i>Melissa Hains</i>
FUND	DEPARTMENT	SIGNATURE

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

WHEREAS, On the 12th day of October, 1999, a motion made by Commissioner Hays and duly seconded by Commissioner Limmer the motion carried by a vote of 3 votes for, 0 votes against with Judge Doerfler and Commissioner Heiligenstein absent from the meeting.

THEREFORE, BE IT ORDERED THAT THE 2000 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
0100-0453-005750	Office Furniture	\$500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0100-0453- 003005 005740	Office Furniture	\$500.00

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

John C. Doerfler
John C. Doerfler, County Judge

ATTEST: *Nancy E. Rister*
Nancy Rister, County Clerk

AGENDA ITEM # 7

October 12, 1999

Consider approving resolution in support of grant application to enforce solid waste management plan for the county.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To approve resolution in support of grant application to enforce solid waste management plan for Williamson County.

Vote: Motion carried 3 - 0

< Clerk copy here >

RESOLUTION NO.

A RESOLUTION OF THE COMMISSIONERS OF THE COUNTY OF WILLIAMSON AUTHORIZING APPLICATION AND CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS OF THE CAPITAL AREA PLANNING COUNCIL OF GOVERNMENTS FOR LOCAL ENFORCEMENT OF THE REGIONAL SOLID WASTE MANAGEMENT PLAN.

WHEREAS, the County of Williamson is now applying for a grant for the Local Enforcement of the Regional Solid Waste Management Plan for the calendar year 2000 and wishes to make the necessary assurances to the Capital Area Planning Council of Governments board,

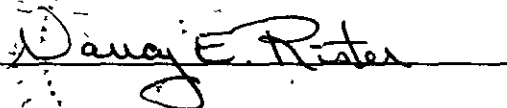
NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the County of Williamson, State of Texas, that:

1. The County Judge and/or his designated representative is authorized to make application for a grant from the Capital Area Planning Council of Governments to enforce solid waste management plan for the County of Williamson thereof;
2. The County of Williamson will comply with the provisions of the fiscal reimbursement and reporting requirements of the Capital Area Planning Council of Governments,
3. The funds will be used only for the purposes for which they are provided; and
4. The proposed project will be operated in compliance with and supportive of any adopted regional or local solid waste management plans applicable to the geographical area covered by the project

PASSED and APPROVED this the 12th day of the month of October, 1999


John C. Doerfler, Judge
Williamson County

ATTEST.


Nancy E. Rister

AGENDA ITEM # 8

October 12, 1999

Consider approving funding of additional cash drawers for the Tax Office for this year's tax season.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To approve funding of additional cash drawers for the Tax Office for this year's tax season.

Vote: Motion carried 3 - 0

< Clerk copy here >

Deborah M. Hunt, CTA
Williamson County Tax Assessor/Collector
710 South Main Street, Suite 102
Georgetown, Texas 78626
512-943-1603
FAX 512-943-1619

TO: COMMISSIONER'S COURT

FROM: DEBORAH M. HUNT 
TAX ASSESSOR-COLLECTOR

SUBJECT: FUNDING OF ADDITIONAL CASH DRAWERS

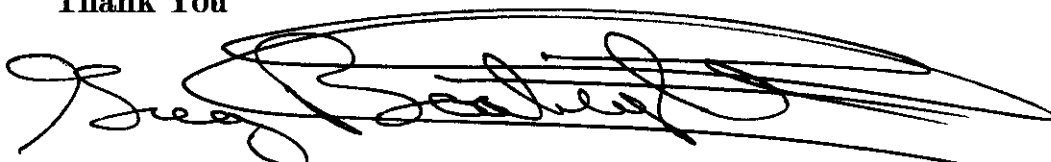
DATE OCTOBER 1, 1999

We are requesting the funding for 2 additional cash drawers at \$200.00 each to comply with recommendations given by the Auditor's Office following our last quarterly audit. The 2 additional cash drawers requested will be in use at the counter during the months of November through January.

Additionally, an increase of \$25 to the existing cash drawer from \$175.00 to \$200.00 is requested.

If you need additional information, please contact our office.

Thank You



Regular Agenda**AGENDA ITEM # 9****October 12, 1999**

Consider recognizing Family and Community Education volunteers and proclaim National FCE Week.

Margie Simms presented mock-up of \$1,485,864.00 check representing volunteer hours donated to Williamson County... Mrs. Simms informed the court of 152 volunteer members in this organization.

Commissioner Boatright expressed his appreciation to Mrs. Simms and the membership for all their good work.

< Clerk copy here >

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 12th day of October, 1999, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge-absent
 Mike Heiligenstein, Commissioner, Pct. #1-absent
 Greg Boatright, Commissioner, Pct. #2
 David Hays, Commissioner, Pct. #3
 Frankie Limmer, Commissioner, Pct. #4
 Nancy Rister, County Clerk

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

PROCLAMATION

- WHEREAS, The Family is the core of society; and
- WHEREAS, The well-being of the family is dependent upon the development of the value system; and
- WHEREAS, Texas Association For Family and Community Education joins voices in promoting TAFCE Week with the campaign -
"Make a Date With Your Family"; and
- WHEREAS, The dates that individuals have with their families will foster communication, love and understanding within each family and strengthen their communities; and
- WHEREAS, 123,822 hours at \$12/hour = \$1,485,864 worth of volunteer hours have been contributed by 152 Williamson County Family & Community Education members under the leadership of the Texas Agricultural Extension Service;


NOW, THEREFORE, the Commissioners Court of Williamson County, does hereby proclaim October 10-16, 1999 as.

"Texas Family Community Education Week"

In Texas and urge all citizens to join Family Community Education members and "Make a Date With Your Family."


 John C. Doerfler, County Judge

ATTEST:


 Nancy E. Rister, County Clerk

AGENDA ITEM # 10October 12, 1999

*

Consider approving subscriber agreement for County Clerk.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve subscriber agreement for County Clerk.

Vote: Motion carried 3 - 0

< Clerk copy here >

STATE OF TEXAS §

COUNTY OF WILLIAMSON§

SUBSCRIBER AGREEMENT

This Agreement is entered into, by and between Williamson County, Texas, (hereinafter referred to as the "County") a body corporate and politic, acting by and through its Commissioners' Court, and _____
(hereinafter referred to as "Subscriber").

WITNESSETH:

WHEREAS, the County is authorized to charge a reasonable fee under contract for the uses of the County's Computerized Electronic Information System pursuant to Section 191 008, Texas Local Government Code.

WHEREAS, the County Clerk of Williamson County, Texas, the custodian of certain county records, as designated by law, agrees to allow public access to those records

I.
PURPOSE

1.01 The purpose of this Agreement is to authorize the Subscriber's participation in the remote on-line data base system which is the County's Computerized Electronic Information System, to access public records in the Office of County Clerk

II.
TERM

2.01 This Agreement commences on the _____ day of _____, 1999 and terminates as provided in §§ 2.02 and 2.03.

2.02 This Agreement may be terminated without cause by the County or the Subscriber with a ten day written notice. Subscriber remains responsible for payment of all fees for services rendered or obligations incurred.

2.03 As legal custodian of all records filed with the Office of County Clerk, the County Clerk reserves the right to discontinue remote access of all or any portion of the public records available through the remote on-line data base without cause with a ten day written notice to the County and to the Subscriber

III. DAYS AND HOURS OF OPERATION

3.01 The Subscriber shall be able to access the remote on-line data base system, seven days per week, 24 hours per day except:

- 1 for periods of preventative maintenance
2. for periods of archiving information, data and images
- 3 for such other periods of remedial maintenance as may be required
- 4 due to insufficient funds in escrow
- 5 when daily time allocation is expanded

3.02 The County, acting by and through the office of the County Clerk or the Information Systems Department reserves the right to reduce remote on-line data base access service levels during unusual circumstances such as, but not limited to, "brown & black outs," County Clerk or Information Systems Department production requirements, intrusions against security, and adverse operation impact beyond the control of the County.

3.03 The County, acting by and through the County Clerk and/or the Information Systems Department reserves the right to limit access by assigning certain times during the day to access the remote on-line data base or by allocating a daily time limit in a 24 hour period for each Subscriber

IV.
MONTHLY FEES

4.01 A reasonable monthly fee charged to the Subscriber shall be based upon the Subscriber's actual use of the remote on-line data base attached hereto as Exhibit "A "

4.02 The monthly usage fees will commence on the effective date stated on the face hereof and will automatically be subtracted from the Subscriber's escrow account maintained by the County Clerk

4.03 It is the responsibility of the Subscriber to maintain sufficient funds in the escrow account to maintain access to the remote on-line data base. The system will automatically disconnect access upon the escrow account reaching an insufficient amount to conduct business

4.04 All fees specified are those currently in effect and are subject to change with ten days notice to all subscribers. Subscribers agree that certain fees may change during the course of the agreement.

V.
SERVICES

5.01 The County Clerk will provide the Subscriber with inquiry and fax access to the remote on-line data base system of all public records, including data and image, that has been entered into the on-line data base system.

5.02 The County Clerk and Information Systems will assume responsibility for

1. assigning unique access code to each user;
2. maintaining the roll-over telephone lines,
3. providing Subscriber with training and instruction as to the use of the remote on-line data base system

4. providing Subscriber with limited consultation, via telephone, on specific problems that arise between 8 am-5 pm, Monday through Friday, excluding holidays and emergency closing of offices, in the use of the remote on-line data base.
5. Providing maintenance of all county-owned equipment necessary to keep the remote on-line data base in working order

VI. SUBSCRIBER'S OBLIGATIONS

6.01 It is the responsibility of the Subscriber to install the necessary telephone line and computer hardware and software and/or make any modifications to their existing computer system or telephone equipment necessary to access the remote on-line data base.

6.02 The Subscriber accepts all responsibility for maintenance and repair work required to keep its hardware and software and telephone lines in operating order.

6.03 The Subscriber shall be responsible for ensuring the security of its unique access code number against unauthorized users from its location and/or its terminal.

6.04 The Subscriber shall be responsible for payment of monthly access fee and usage fees made by, through or from its location or terminal, whether said inquiry is authorized or unauthorized.

6.05 Public information accessed from the remote on-line data base is for the use of the Subscriber in the ordinary course of its business.

VII. LIABILITY

7.01 It is acknowledged by the Subscriber that the County Clerk is the legal custodian of the information to be accessed through the remote on-line data base. Furthermore, the County owns and operates the equipment used to store and access the information. The subscriber hereby relieves and releases the County, its official employees and agents and the County Clerk and her employees of any liability for any and all damages resulting from interrupted services of any kind and for incorrect data or any other misinformation accessed from this service, except for damages caused by gross negligence or willful misconduct.

VIII.
WARRANTIES

8.01 Neither the County Clerk and her employees, nor the County, its officials, employees and agents expressly or implied warrant that the information, data and/or images accessed by the Subscriber is accurate or correct. There are no expressed or implied warranties in connection with service. All information, data and/or images are subject to change and/or correction by the County Clerk and her employees at any time without notice. Access to data is not intended to be a substitute for official certification by the County Clerk.

WILLIAMSON COUNTY

By: _____
John C. Doerfler, County Judge

Date. _____

ATTEST.

Nancy E. Rister, County Clerk

SUBSCRIBER

Signature

Printed Name and Title

Date

CONSENT

I, Nancy E. Rister, County Clerk of Williamson County, Texas, agree to allow the public access to certain County records pursuant to Section 191.008 of the Texas Local Government Code.

Nancy E. Rister
County Clerk of Williamson County, Texas

AGENDA ITEM # 11

October 12, 1999

Consider approving construction/maintenance agreement with TxDOT for bridge replacement on County Road 371 at Willis Creek.

Moved: Commissioner Limmer

Seconded: Commissioner Boatright

Motion: To approve construction/maintenance agreement with TxDOT for bridge replacement on County Road 371 at Willis Creek.

Vote: Motion carried 3 - 0

< Clerk copy here >

County Williamson
CSJ 0914-05-102
Project BR
Road/Street CR 371 at Willis Creek
NBI Structure No. AA02-31-001
Local Designation No. _____

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the STATE, and Williamson County, a political subdivision of this state, or a special district that has the authority to finance a highway improvement project, hereinafter called the LOCAL GOVERNMENT, acting by and through its Commissioners Court

WITNESSETH

WHEREAS, Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction; and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation; and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at CR 371 at Willis Creek

; and,

WHEREAS, said bridge is included in the currently approved program of projects as authorized by Commission Minute Order Number 107615 dated September, 1998, and the State and the Local Government mutually agree to effectuate the project;

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the State and the Local Government do agree as follows

Article 1. Contract Period

This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution and shall terminate when the work has been completed or as provided in Article 10 "Termination".

Article 2. Right of Entry

The Local Government hereby authorizes the State, its consultant, contractor, or other designated representative to enter the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

Article 3. Utility Adjustments and Right of Way

The Local Government shall provide or cause to be provided, at no cost to the State or Federal government, the necessary adjustment of any and all utilities and services, whether publicly or privately held, as may be necessary to permit the work authorized herein. The adjustment, removal, or relocation of such utilities shall be accomplished pursuant to the Local Government's usual and customary policies and procedures regarding utilities, provided, however, that these activities shall be coordinated with and carried out in a manner that does not conflict with the requirements of the State.

The Local Government further agrees to acquire, to the extent permitted by law, at no cost to the State or Federal Government, any additional right of way, if required. If for any reason the Local Government determines it is unable to acquire the required right of way, all pertinent provisions of this agreement shall remain applicable, including Article 10. "Termination" and Article 4. F. "Costs at Termination".

Article 4. Project Funding

Subject to Article 3 and other provisions as follows, the general funding formula for these projects involves funding by the Federal Government (80% of the cost), the State (10%), and the Local

Government (10%). The State assumes no liability for any costs except as authorized herein. All payment obligations of the Local government shall be subject to the requirements of governing Texas law and, if applicable, Article 11, Section 5 of the Texas Constitution.

The Local Government agrees to pay the State (1) 10% of the direct costs for preliminary engineering incurred by the State, (2) 10% of the direct cost of construction, construction engineering and contingency, and (3) 100% of the direct cost of any project cost item or portion of a cost item that is not eligible for federal or state participation.

A. Preliminary Engineering Costs - The State will document its costs incurred for preliminary engineering and shall notify the Local Government of its share of these costs when submitting notice pursuant to Article 4(D) and/or 4(E) below.

B. Construction Costs - The direct construction cost includes the amount of the contract awarded to a contractor based upon the low bid, any supplements made thereto during the duration of the project, and construction engineering and contingencies.

C. Payments - Thirty calendar days after signing this agreement and thirty calendar days before beginning the preliminary engineering work, the State shall notify the Local Government of payment due in an amount equal to 10% of the estimated direct cost of project preliminary engineering. Forty-five calendar days prior to the State's scheduled date for the contract letting, the Local Government agrees to pay to the State an amount equal to the remainder of the Local Government's agreed upon participation in the project.

The Local Government shall promptly and faithfully provide payment of the required funds. The department will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

D. Interim and Final Accounting - If during the course, at termination or at the completion of the project it is found that the amount received is insufficient to pay the Local Government's agreed upon participation, the State shall immediately notify the Local Government who shall promptly transmit the required amount to the State.

At the completion of the project, the State shall use generally accepted accounting procedures to determine the actual direct cost of the project. Excess funds paid by the Local Government will be returned. Accounting records will be available at reasonable times at the office of the State for inspection by the Local Government. The State will provide not more than four copies of any records requested by the Local Government.

E. Costs at Termination - If after full execution of this agreement the project is terminated at the request of the Local Government, the Local Government shall be responsible for all (100%) expenses incurred for the project, including all direct and indirect costs. The indirect costs shall be calculated based on prevailing rates as determined through the Texas Department of Transportation's Indirect Cost Recovery Program.

F. Estimate of Project Direct Cost - An estimate of the direct cost of the project that may be very tentative and made prior to the usual preliminary engineering phase of a project is provided in Exhibit A of this agreement. Neither the estimate provided in Exhibit A or any other estimate of cost provided by the State, shall limit the Local Government's obligations set out in provisions of this agreement.

Article 5. Project Administration and Accomplishment of Work

The State shall use its own forces to provide or shall contract for the following:

- A. Prepare the construction plans, specifications and estimates (PS&E). At the beginning of the construction stage, the construction plans shall be attached hereto, labeled Exhibit B, Project Plans, and made a part hereof.
- B. Coordinate with the Local Government during plan preparation and have the Local Government indicate approval of the project plans by signing the title sheet
- C. Advertise for bids and award the contract.
- D. Supervise the work as required by the construction plans and specifications
- E. Final inspection and acceptance of the completed project.

Article 6. Review of Plans by the Local Government

The Local Government shall provide prompt review of the construction plans when requested by the State. No review shall unduly delay the progress of the project.

Article 7. Local Government Acknowledgment

The Local Government acknowledges that it is not an agent, servant, or employee of the State and further acknowledges full and complete responsibility for its own acts and deeds and for those of its agents or employees during the performance of the work authorized in this contract.

Article 8. Maintenance

After the project has been completed, the Local Government shall accept full ownership and operate and maintain the facility authorized by the agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction and termination of this agreement.

County Williamson
 CSJ 0914-05-102
 Project _____
 Road/Street CR 371 at Willis Creek
 NBI Structure No. AA02 31 0001
 Local Designation No. _____
 Date of Agreement Execution by Local
 Government _____

EXHIBIT A TO
 CONSTRUCTION AND MAINTENANCE
 AGREEMENT
 FOR BRIDGE REPLACEMENT OR REHABILITATION
 OFF THE STATE SYSTEM - TENTATIVE ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE) •	<u>\$ 33,000.00</u>	
Ten (10) Percent Local Government Participation in PE (1st payment)		<u>\$ 3,300.00</u>
Construction	<u>\$220,000.00</u>	
Engineering and Contingency (E&C)	<u>\$ 24,200.00</u>	
The Sum of Construction and E&C •	<u>\$244,200.00</u>	
Ten (10) Percent Local Government Participation in the Sum of Construction and E&C (2nd payment)		<u>\$24,420.00</u>
Total Local Government Participation		<u>\$27,720.00</u>
Total Project Direct Cost ••	<u>\$277,200.00</u>	

Article 9. Sole Agreement

This agreement constitutes the sole agreement between the State and the Local Government concerning this project. Any prior agreement, either written or oral, respecting this project is hereby superseded.

Article 10. Termination

This agreement may be terminated before the project is completed by mutual written consent of both parties with financial responsibilities carried out as assigned in Article 4, Project Funding.

Article 11. Notices

All notices to either party under this agreement shall be delivered personally one to the other or sent by mail or courier, postage pre-paid, to the addresses shown on the signature page of this agreement

Article 12. Ownership of Documents

Upon completion of the project, all documents prepared by the State shall remain the State's property. The Local Government shall have unlimited and unrestricted use of the documents.

Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement.

Article 14. Legal Construction

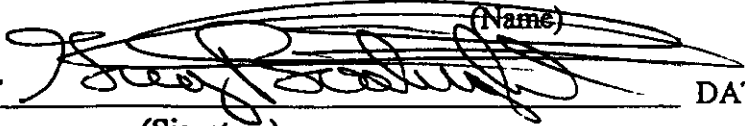
In the event that one or more of the provisions of this agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 15. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements.

THE LOCAL GOVERNMENT _____

BY:  (Name) _____ DATE 10-12-99
(Signature)

Commissioner Precinct #2 Gregory Boatright

Typed Name and Title of Signatory

Under authority of Resolution/Ordinance Number _____ Dated 10-12-99

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under authority of Minute Order 100002 for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By _____ DATE _____
Robert L. Wilson, P.E., Director, Design Division

For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following:

The Local Government:

Texas Department of Transportation District Office.

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AGENDA ITEM # 12October 12, 1999

Consider authorizing advertising and setting date to accept bids for extension of Parmer Lane north of State Highway 1431.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To authorize County Auditor advertising 10 o'clock a.m. December 14, 1999, to receive bids for extension of Parmer Lane north of State Highway 1431.

Vote: Motion carried 3 - 0

AGENDA ITEM # 13October 12, 1999

Consider awarding, rejecting or extending bid for Jarrell Park project.

This agenda item was tabled until October 19, 1999.

AGENDA ITEM # 14October 12, 1999

Consider authorizing advertising and setting date to accept bids on light trucks for Unified Road System.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To authorize County Auditor advertising 10 o'clock a.m. November 9, 1999, to receive bids for light trucks for Unified Road System.

Vote: Motion carried 3 - 0

AGENDA ITEM # 15October 12, 1999

Consider authorizing advertising and setting date to accept bids on medium heavy trucks for Unified Road System.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To authorize County Auditor advertising 10:15 a.m. November 9, 1999, to receive bids for medium heavy trucks for Unified Road System.

Vote: Motion carried 3 - 0

AGENDA ITEM # 16October 12, 1999

Consider authorizing advertising and setting date to accept bids on heavy equipment for Unified Road System.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To authorize County Auditor advertising 10:30 a.m. November 9, 1999, to receive bids for heavy equipment for Unified Road System.

Vote: Motion carried 3 - 0

AGENDA ITEM # 17October 12, 1999

Consider authorizing advertising and setting date to accept bids on right-of-way mowers for Unified Road System.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To authorize County Auditor advertising 10:45 a.m. Tuesday, November 9, 1999, to receive bids for right-of-way mowers for Unified Road System.

Vote: Motion carried 3 - 0

AGENDA ITEM # 18

October 12, 1999

VOL.107, pg.455

Consider approving grant application and resolution for grant enforcing violations of underage drinking.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To approve grant application and resolution for grant enforcing violations for under age drinking.

Vote: Motion carried 3 - 0

< Clerk copy here >

RESOLUTION (Local Units of Government)

Whereas, The Williamson County Commissioners' Court finds it is in the best interest of the citizens of Williamson County, that there be a program to address the problem of underage drinking; and

Whereas, Williamson County Commissioners' Court has considered the proposed application for State and Federal Assistance for said project to be submitted to the Office of the Governor and

Whereas, Williamson County Commissioners' Court has agreed to provide matching funds if required;

Whereas, Williamson County Commissioners' Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, Williamson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full.

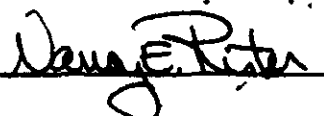
Therefore be it resolved that the Williamson County Commissioners' Court approves submission of the grant application for the Underage Drinking Project.

Signed by the County Judge



Passed and Approved this 12th day of October, 1999.


Attest: Signed by the County Clerk



CERTIFIED ASSURANCES

The applicant hereby assures and certifies that the project will comply with the regulation policies, guidelines and requirements including OMB Circulars No. A-122, A-110, A-102, A-87 and A-21 as they relate to the application, acceptance and use of funds for this project. Also the applicant assures and certifies to the grant that:

- 1 It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application including all understandings and assurances contained therein and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 2 Federal funds made available under this formula grant will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3 Matching funds required to pay the non-federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement by the recipients of grant funds.
- 4 It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- 5 It will comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
- 6 It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 7 Fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as CJD or the Comptroller General shall prescribe, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the grant.
- 8 It shall maintain such data and information and submit such reports in such form at such times, and containing such information as CJD may require.
- 9 The programs contained in its application meet all requirements that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of the grant and all other applicable federal and state laws, regulations, and guidelines.
- 10 It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law program requirements and other administrative requirements.
- 11 Pursuant to Sections 223(a)(18) and 296 of the JJDP Act, the Grantee assures that procedures have been established to ensure that programs funded under the JJDP Act shall not disclose program records containing the identity of individual juveniles. Exceptions to this requirement: (a) authorization by law; (b) consent of either the juvenile or his legally authorized representative; or (c) justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.
- 12 It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 13 It will comply with the flood insurance purchase requirements of § 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- 14 It will assist the grantor agency in its compliance with § 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and advising the grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the grantor agency to avoid or mitigate adverse effects upon such properties.
- 15 It will comply with the Uniform Grant Management Standards (UGMS) developed under the directive of the Uniform Grant Management Act, Chapter 183, Government Code.
- 16 It, if a county, has taken or will take all action necessary to provide the Texas Department of Criminal Justice and the Department of Public Safety any criminal history records maintained by the county in the manner specified for the purposes of those departments.
- 17 It will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (prohibiting discrimination on the basis of race, color or national origin); Section 504 of the Rehabilitation Act of 1964, 42 U.S.C. 794 (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq. and the Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D and G.
- 18 It will, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing, on the ground of race, color, religion, national origin, sex, age, or handicap against the project, forward a copy of the finding to the Criminal Justice Division (CJD).
- 19 It will comply with Subtitle A, Title II of the Americans With Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35, whereas state and local governments may not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability.
- 20 Cities and counties will comply with the following sections of the Juvenile Justice and Delinquency Prevention Act, U.S.C. 5671 as amended:
 - 21 (a) (12) (A) regarding removal of status offenders from secure facilities.
 - 22 (a) (13), regarding sight-and-sound separation of juveniles from adults when detained in the same secure facility.
 - 23 (a) (14) regarding removal of juveniles from adult jails and lockups.
- 24 It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- 25 It will comply, and assure the compliance of all its contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial Guide and all other applicable federal laws, circulars, or regulations.
- 26 It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and federal laws or regulations applicable to federal assistance programs.
- 27 It will comply and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime and Safe Streets Act of 1968 as amended, 42 U.S.C. 3789(d), the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act (as appropriate), Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended, Subtitle A, Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Department of Justice Non-Discrimination Regulations, 28 CFR Part 42 Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 28 It will provide an Equal Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
- 29 It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501, et seq.), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

 Signature of the Authorized Official

COMPREHENSIVE CERTIFICATION

This certification is a material representation of fact upon which reliance was placed with the agency determined to award the grant. If it is later determined that the grantee knowingly rendered an erroneous certification, the agency, in addition to any other remedies available to the federal government, may take available action

If this application is for federal funds in excess of \$100,000, I certify to the best of my knowledge and belief:

- 1 no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement,
- 2 if any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall check here _____ and contact CJD or your local council of governments for the "Disclosure Form to Report Lobbying," and
- 3 the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly

If this application is for federal funds, I certify that to the best of my knowledge and belief.

- I The grantee certifies that it will provide a drug-free workplace by
 - A Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
 - B Establishing a drug-free awareness program to inform employees about
 - 1 the dangers of drug abuse in the workplace,
 - 2 the grantee's policy of maintaining a drug-free workplace,
 - 3 any available drug counseling, rehabilitation, and employee assistance programs, and
 - 4 the penalties that may be imposed upon employees for drug abuse violations
 - C Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A)
 - D Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will
 - 1 abide by the terms of the statement, and
 - 2 notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction
 - E Notifying the agency within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction
 - F Taking one of the following actions with respect to any employee who is so convicted.
 - 1 taking appropriate personnel action against such an employee, up to and including termination, or
 - 2 requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
 - G Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F)
- II The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

If this application is for federal funds in excess of \$25,000, I certify (initial the appropriate choice):

- ☐ This agency employs fewer than 50 people; therefore, the applicant agency is not required to file an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.
- ☐ This agency employs 50 or more people and has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of

If this application is for federal funds, I certify (initial the appropriate choices):

- ☐ The applicant agency currently has combined federal funding of \$300,000 or more and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- ☐ The applicant agency currently has combined state funding of \$300,000 or more and, therefore is required to submit an annual single audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).
- ☐ The applicant agency currently has no federal funding or combined federal funding of less than \$300,000 and therefore is exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. I understand, however, that CJD may require a limited scope audit as defined in OMB Circular A-133.

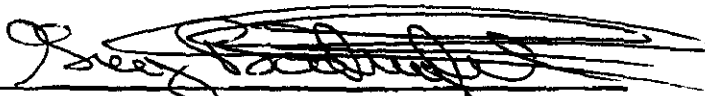
If this application is for State Criminal Justice Planning funds, Juvenile Justice and Delinquency Prevention Act funds, or Safe and Drug-Free Schools and Communities Act funds, I certify that:

If funded, the grant project will maintain a level of service that is, at a minimum, what was provided in the first year of funding.

If this application is for federal funds in excess of \$25,000, I certify that (initial the appropriate choice):

☐ By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If I am unable to certify

☐ I am unable to certify the above statement and have attached an explanation to this application


Signature of Authorized Official

Date

Applicant Organization

GRANT APPLICATION COVER SHEET

1 Legal name of organization applying		10 Title of Project	
2 Division or unit within the applicant organization to administer the project		11 Application for Enforcing Underage Drinking Laws (federal) CFDA-16.727	
3 Official applicant organization mailing address		12 County where headquarters are based	
4 Type of Applicant (check one box only) <input type="checkbox"/> City <input type="checkbox"/> County		13 Population of the county where the headquarters are based	
5 Person who completed this application or can answer specific questions about it Name _____ Title _____ Address _____ Telephone number _____ Fax number _____ e-mail address _____		14 All cities and counties in the service area of the project and the population of each	
6 Agency's State Payee Identification Number		15 Grant Start Date	
7 Agency's last audit date		17 Is this an application for first-year funding? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", complete the following Year of Funding for this application (check one) <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3 <input type="checkbox"/> Year 4 <input type="checkbox"/> Year 5 <input type="checkbox"/> Year ____ Current Grant # _____	
8 Is the applicant organization delinquent on any state or federal debt? <input type="checkbox"/> Yes (If "Yes", attach an explanation) <input type="checkbox"/> No			
9 Requested Funds	Amount Requested		
FY 2001 request			
FY 2002 request			
FY 2003 request		18 On what date was a copy of the application submitted for TRACS Review?	
TOTAL		<div style="border: 1px solid black; padding: 2px;">FOR COG USE ONLY</div> Is this application shared with another COG?	
To the best of my knowledge, all information in this application is true and correct. The application had been duly authorized by the governing body of the applicant and agrees to comply with all CJD rules including the attached assurances, if awarded			
Typed name of Authorized Official		CPTN #	Region #
Signature of Authorized Official		Priority #:	RBE: <input type="checkbox"/> In <input type="checkbox"/> Out <input type="checkbox"/> NA
Date Signed		COG Application Identifier:	DFR Waiver? <input type="checkbox"/> Yes <input type="checkbox"/> No

AGENDA ITEM # 19October 12, 1999

Consider approving proposal for MHMR to provide psychiatrist services to jail inmates.

No action was taken on this agenda item.

AGENDA ITEM # 20October 12, 1999*

Consider making any nominations to the Board of Directors of the Williamson County Appraisal District.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To nominate and split our votes equally among Bob Tagge, Jerry Dusterhoff, David Acosta, Ercel Brashear and Deborah Hunt to the Board of Directors of the Williamson County Appraisal District.

Vote: Motion carried 3 - 0

< Clerk copy here >

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WILLIAMSON COUNTY APPRAISAL DISTRICT

BOARD OF DIRECTORS

CECIL C. CALVIN, Chairman
DAVID ACOSTA, Vice Chairman
FERN KEDZIERSKI, Secretary
DEBORAH HUNT
CHARLEY ROUSE

CHIEF APPRAISER

BILL CARROLL
518 W. 9th Street, P. O. Box 1120
Georgetown, Texas 78627-1120
Georgetown/Austin (512) 936-3787
Taylor/Granger/Hutto (512) 352-8542

September 11, 1999

John Doerfler
County Judge
Williamson County Courthouse
710 Main Street #201
Georgetown, Texas 78626

Dear Judge Doerfler:

In compliance with Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson County Appraisal District. A list showing the number of votes to which each voting unit is entitled is attached.

Also enclosed is a brief outline of the election procedures in order to assist you in your scheduling of the required actions.

Nominations must be made by resolution and returned to me before October 15, 1997.

If you have any questions or if I can be of assistance, please feel free to call.

With Kindest Regards,



Bill Carroll
Chief Appraiser

BC/krq

Enclosures

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9/22/99
✓ BMM

Taxing Jurisdiction	Number of Votes
City of Cedar Park	75
City of Florence	5
City of Georgetown	75
City of Granger	5
City of Hutto	5
City of Leander	15
City of Round Rock	180
City of Taylor	45
City of Thrall	5
City of Weir	5
Coupland ISD	5
Florence ISD	30
Georgetown ISD	525
Granger ISD	10
Hutto ISD	45
Jarrell ISD	35
Leander ISD	790
Liberty Hill ISD	50
Round Rock ISD	2325
Taylor ISD	110
Thrall ISD	20
Williamson Co. & FM/RD	640

RESOLUTION NO. _____

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson County Appraisal District Board of Directors, and

WHEREAS, the WILLIAMSON COUNTY COMMISSIONERS COURT
(Entity)

wishes to nominate the following individuals:

Williamson County's 640 votes to be split equally between the nominated individuals

NOW THEREFORE BE IT RESOLVED BY WILLIAMSON COUNTY
(Governing Body)

that the COMMISSIONERS COURT
(Entity) hereby nominates the individuals listed above for the Williamson County Appraisal District Board of Directors.

RESOLVED this 12 day of OCTOBER, 19 99.

Signed


Presiding Officer

Attest:


~~Secretary~~ County Clerk

AGENDA ITEM # 21**October 12, 1999**Hold public hearing on amended subdivision regulations.

Commissioner Boatright opened the public hearing on amended subdivision regulations at 11:15 a.m. on Tuesday, October 12, 1999.

Commissioner Limmer has two (2) more meetings scheduled before he will be ready to take action. He has been discussing clustering housing and green spaces with no more than one house per acre on total acreage.

First Assistant County Attorney Dale Rye advised the county cannot directly regulate lot sizes in our subdivision regulations.

Commissioner Boatright recessed the public hearing on amending subdivision regulations at 11:20 a.m. on Tuesday, October 12, 1999.

AGENDA ITEM # 22**October 12, 1999*******Consider approving any amended subdivision regulations.

No action was taken on this agenda item.

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 9:43 A.M. ON TUESDAY, OCTOBER 12, 1999.

AGENDA ITEM # 23**October 12, 1999**

Discuss land acquisition: right-of-way on Highway 79 and County Road 122 (EXECUTIVE SESSION REQUESTED AS PER VTCA Govt Code sec 551.072 pertaining to real property).

No action was taken in executive session.

AGENDA ITEM # 24**October 12, 1999**

Discuss real property: Juvenile Academy (EXECUTIVE SESSION REQUESTED AS PER VTCA Govt Code sec 551.072 pertaining to real property.)

No action was taken in executive session.

AGENDA ITEM # 25October 12, 1999

*

Discuss pending litigation: Diane Griffin-Barnhart & Gene Bloomstrom v. Tx DPS, Williamson County and Lee County (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec 551.071, consultation with attorney).

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 10:55 A.M. ON TUESDAY, OCTOBER 12, 1999.

AGENDA ITEM # 26October 12, 1999

Consider authorizing Commissioner Limmer to finalize negotiations regarding acquisition of three (3) tracts of land along Highway 79 and up to two (2) tracts along County Road 122.

Moved: Commissioner Limmer

Seconded: Commissioner Hays

Motion: To authorize Commissioner Limmer to continue right-of-way negotiations on tracts along Highway 79 and County Road 122.

Vote: Motion carried 3 - 0

AGENDA ITEM # 27October 12, 1999

Discuss and take any appropriate action on Juvenile Academy property.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To award contract to Center Southwest One Limited Liability and authorize County Attorney to continue negotiations on wording with authorization for Judge Doerfler to sign the contract.

Vote: Motion carried 3 - 0

AGENDA ITEM # 28October 12, 1999

*

Discuss and take any appropriate action on pending litigation: Diane Griffin-Barnhard & Gene Bloomstrom v. Tx DPS, Williamson County and Lee County.

No action was necessary on this agenda item.

AGENDA ITEM # 29October 12, 1999

Hear comments from commissioners.

Commissioner Limmer has been attending and speaking at meetings in an attempt to inform the citizens of Precinct #4 of necessary projected spending for roads and Justice System. They are especially interested in county roads and understand the need for a bond election.

Commissioner Boatright asked the court to decide on action or non-action of the suggestion of Commissioner Heiligenstein during the meeting of October 5, 1999, of appointing a citizens committee to make suggestions to the court for bond issues.

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The commissioner has received feasibility study of the 179 acres on the Innerloop and asked if he should add an item to the agenda for Baker Aicklen to discuss the study. Commissioner Boatright advised there were no outstanding issues in the study and requirements of City of Georgetown regarding utility extensions and right-of-way set asides have been worked out.

COMMISSIONERS COURT ADJOURNED AT 11:22 A.M. ON TUESDAY, OCTOBER 12, 1999

AGENDA:MINUTES

*

of the

WILLIAMSON COUNTY ROAD DISTRICT MEETINGOctober 12, 1999

THE STATE OF TEXAS) (

COUNTY OF WILLIAMSON) (BE IT REMEMBERED that at 11:23 a.m. on this the 12th day of October A.D., 1999, 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
Absent	MICHAEL L. HEFLIGENSTEIN, Commissioner, Precinct 1
	GREGORY W. BOATRIGHT, Commissioner, Precinct 2
	DAVID S. HAYS, Commissioner, Precinct 3
	FRANKIE LIMMER, Commissioner, Precinct 4
	NANCY E. RISTER, County Clerk

I. October 12, 1999

*

Read and approve the minutes of the last meeting.

Moved: Commissioner Boatright
 Seconded: Commissioner Hays
 Motion: To approve the minutes of the last meeting.
 Vote: Motion carried 3 - 0

II. October 12, 1999

*

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

Moved: Commissioner Boatright
 Seconded: Commissioner Hays
 Motion: To approve payments of:
 \$175.95 to Brown McCarroll Sheets & Crossfield, L.L.P.;
 \$218.72 to McCreary, Veselka, Bragg & Allen, P.C. and
 \$200.00 to Nickey Lawrence.

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Vote: Motion carried 3 - 0

< Clerk copy here > SERD

BROWN McCARROLL SHEETS & CROSSFIELD, L.L.P VOL 0107 PAGE 467
Attorneys at Law
309 EAST MAIN STREET
ROUND ROCK TX 78664-5246
(512) 255-8877

September 30, 1999

SERRD
c/o JUDGE JOHN DOERFLER
WILLIAMSON COUNTY COURTHOUSE
710 MAIN STREET, SUITE 201
GEORGETOWN TX 78626

Re: Special Counsel
Attorney. CDC

PROFESSIONAL SERVICES RENDERED

	<u>Hours</u>	<u>Amount</u>
9/8/99 CDC Phone conference with Paul Steets	0 30	37.50
9/10/99 CDC Review and revise paperwork regarding refinancing of Southeast District, phone conference with Gary Kimble, phone conference with Frank McCreary; phone conference with Paul Steets	1.00	125 00
TOTAL FOR THE ABOVE SERVICES	1.30	\$162.50

EXPENSES

9/24/99- Fax	0.70
- Check #1967 to FedEx for delivery.	12.75
TOTAL EXPENSES	\$13.45

TOTAL AMOUNT OF THIS BILL
PREVIOUS BALANCE

John C. Doerfler

ppp
10/12/99
\$175.95
ppp
10/14/99
\$284.94

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350 Discovery Blvd., #201
Cedar Park, TX 78613

(512) 260-4280
FAX: (512) 260-4284

**Southeast Williamson County
Road District # 1**



TO: Williamson County Commissioners' Court
FROM: Nickey Lawrence
DATE: October 7, 1999
RE: Payment to Delinquent Tax Attorney

Please issue check to. McCreary, Veselka, Bragg & Allen, P.C.
PO Drawer 26990
Austin, TX 78755

Amount: \$218.72

Reference: Delinquent assessments collected September 1, 1999 – September 30, 1999

Thank you.

John C. Douglas

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NICKEY LAWRENCE
C/O WILLIAMSON COUNTY PCT. 2
350 DISCOVERY BLVD., STE. 201
CEDAR PARK, TX 78613

OCTOBER 7, 1999

SOUTHEAST WILLIAMSON COUNTY ROAD DISTRICT #1
C/O WILLIAMSON COUNTY COMMISSIONERS COURT
WILLIAMSON COUNTY COURTHOUSE
GEORGETOWN, TX 78626

INVOICE

ADMINISTRATIVE SERVICES — SEPTEMBER 1999

\$200.00

John C. Daefler

III.

October 12, 1999

*

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

Moved: Commissioner Limmer

Seconded: Commissioner Hays

Motion: To approve payments of:

\$62.50 to Brown McCarroll Sheets & Crossfield, L.L.P. and

\$200.00 to Nickey Lawrence.

Vote: Motion carried 3 - 0

< Clerk copy here > SWRD

BROWN McCARROLL SHEETS & CROSSFIELD, L.L.P

Attorneys at Law

309 EAST MAIN STREET
ROUND ROCK TX 78664-5246
(512) 255-8877

September 30, 1999

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 RENDERED

	<u>Hours</u>	<u>Amount</u>
9/15/99 CDC Phone conference with Adam Hauser regarding Release of Lien	0.20	25.00
9/20/99 CDC Phone conference with David Bodenman regarding reallocation of debt.	0.30	37.50
TOTAL FOR THE ABOVE SERVICES	0.50	\$62.50
BALANCE (due upon receipt)		\$62.50

John C. Doerfler

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NICKEY LAWRENCE
C/O WILLIAMSON COUNTY PCT. 2
350 DISCOVERY BLVD., STE. 201
CEDAR PARK, TX 78613

OCTOBER 7, 1999

SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT #1
C/O WILLIAMSON COUNTY COMMISSIONERS COURT
WILLIAMSON COUNTY COURTHOUSE
GEORGETOWN, TX 78626

INVOICE

ADMINISTRATIVE SERVICES — SEPTEMBER 1999

\$200.00

John C. Dwyer

IV.

October 12, 1999

*

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

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve payments of:

\$682.22 to McCreary, Veselka, Bragg & Allen, P.C.;

\$125.00 to Brown McCarroll Sheets & Crossfield, L.L.P.;

\$200.00 to Nickey Lawrence and

approval of waiving penalties and attorneys fees of \$46.99 to Hajec for property located at 1515 Sundance Drive, Round Rock, Texas due to notice being mailed to incorrect address and never being received by owner.

Vote: Motion carried 3 - 0

< Clerk copy here > NERD

10/07/99 THU 11:40 FAX 2604284

WILLIAMSON CO PCT 2

004

350 Discovery Blvd., #201
Cedar Park, TX 78613

(512) 260-4280
FAX: (512) 260-4284

Northeast Round Rock Road District # 1



TO: Williamson County Commissioners' Court
FROM: Nickey Lawrence
DATE: October 7, 1999
RE: Payment to Delinquent Tax Attorney

Please issue check to: McCreary, Veselka, Bragg & Allen, P.C.
PO Drawer 26990
Austin, TX 78755

Amount: \$682.22

Reference: Delinquent assessments collected September 1, 1999 – September 30, 1999

Thank you.

95

John C. Dryden

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

September 30, 1999

NERRD
C/O JUDGE JOHN DOERFLER
WILLIAMSON COUNTY COURTHOUSE
GEORGETOWN TX 78626

Re: Special Counsel
Attorney: CDC

PROFESSIONAL SERVICES RENDERED

		<u>Hours</u>	<u>Amount</u>
9/9/99	CDC Phone conferences with Les Tietz regarding several items, including vacation of Sunrise Road and calculation of reassessment for Schroeder Tract; phone conferences with Title Company regarding road district assessments.	0 80	100 00
9/15/99	CDC Phone conference with Les Tietz	0.20	25.00
TOTAL FOR THE ABOVE SERVICES		1.00	\$125.00
PREVIOUS BALANCE			662.50
BALANCE (due upon receipt)			\$812.50

John C. Doerfler

Current	30 Days	60 Days	90 Days	120 Days
125.00	687.50	0.00	0.00	0.00

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NICKEY LAWRENCE
C/O WILLIAMSON COUNTY PCT. 2
350 DISCOVERY BLVD., STE. 201
CEDAR PARK, TX 78613

OCTOBER 7, 1999

NORTHEAST ROUND ROCK ROAD DISTRICT #1
C/O WILLIAMSON COUNTY COMMISSIONERS COURT
WILLIAMSON COUNTY COURTHOUSE
GEORGETOWN, TX 78626

INVOICE

ADMINISTRATIVE SERVICES — SEPTEMBER 1999

\$200.00

John C. Daugherty

V.

October 12, 1999

*

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

No action was taken on this agenda item.

VI.

October 12, 1999

*

Consider waiving penalty and interest on Hajec property in Northeast Round Rock Road District#1.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve waiving \$46.99 penalties and attorney's fees on Hajec property (1515 Sundance Drive, Round Rock, Texas). The notice was mailed to incorrect address and never received by owner.

Vote: Motion carried 3 - 0

< Clerk copy here > NERD

350 Discovery Blvd., #201
Cedar Park, TX 78613

(512) 260-4280
FAX: (512) 260-4284

Northeast Round Rock Road District # 1



September 10, 1999

TO: Williamson County Commissioner Court

FROM: Nickey Lawrence

RE: Request waiver of penalty/attorney's fees

Requesting the Court to waive penalties & attorney's fees on Hajec property located at 1515 Sundance Drive, Round Rock, Texas

Amount: \$46.99

Reason: Notice mailed to wrong address and not received by owner

(6801 Langston Drive, Round Rock, TX 78664
should have been Austin, TX 78723)

John C. Dayflaw
app. get
10/12/99

98