

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|----------|--------------------|---|------|------------------------------|------------------------------|
| 20. | 1 ea. | Concrete splitter box, complete in place, per each: | | | |
| | | <u>ELEVEN THOUSAND TWO HUNDRED & 00/100</u> | | <u>\$ 11200⁰⁰</u> | <u>\$ 11200⁰⁰</u> |
| 21. | 1 ea. | Concrete detention inlet, complete in place, per each: | | | |
| | | <u>TWENTY FIVE HUNDRED & 00/100</u> | | <u>\$ 2500⁰⁰</u> | <u>\$ 2500⁰⁰</u> |
| 22. | 1 ea. | Concrete filter basin, complete in place, per each: | | | |
| | | <u>Twenty Two Thousand Five Hundred & 00/100</u> | | <u>\$ 22500⁰⁰</u> | <u>\$ 22500⁰⁰</u> |
| 23. | 1 ea. | Concrete detention outlet, complete in place, per each: | | | |
| | | <u>FOURTEEN HUNDRED & 00/100</u> | | <u>\$ 1400⁰⁰</u> | <u>\$ 1400⁰⁰</u> |
| 24. | 1 ea. | Earthen sedimentation basin, complete in place, per each: | | | |
| | | <u>Three Thousand & 00/100</u> | | <u>\$ 3000⁰⁰</u> | <u>\$ 3000⁰⁰</u> |

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|-------------|-----------------------|---|------|-----------------------|--------------------------|
| 25. | 1 ea. | Earthen detention basin, complete in place, per each: | | | |
| | | Four Thousand $\frac{4}{100}$ | \$ | 4000 ⁰⁰ | \$ 4000 ⁰⁰ |
| 26. | 1 l.s. | Retaining wall, complete in place, per lump sum: | | | |
| | | Three Hundred Twenty Thousand $\frac{320}{100}$ | \$ | 320,000 ⁰⁰ | \$ 320,000 ⁰⁰ |
| 27. | 1 l.s. | Landscaping, complete in place, per lump sum: | | | |
| | | Fifty Three Thousand $\frac{53}{100}$ | \$ | 53000 ⁰⁰ | \$ 53000 ⁰⁰ |
| 28. | 1 ea. | Monument/Sign, complete in place, per each: | | | |
| | | Nine Thousand $\frac{9}{100}$ | \$ | 9000 ⁰⁰ | \$ 9000 ⁰⁰ |
| 29. | 2 ea. | Flagpole, complete in place, per each: | | | |
| | | Twenty Five Hundred $\frac{25}{100}$ | \$ | 2500 ⁰⁰ | \$ 5000 ⁰⁰ |

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|----------|--------------------|--|------|------------------------------|------------------------------|
| 30. | 15 ea. | Picnic table/shelter, complete in place, per each: | | | |
| | | <u>Forty Three Hundred 4⁰⁰/100</u> | | <u>\$ 4300⁰⁰</u> | <u>\$ 64500⁰⁰</u> |
| 31. | 9 ea. | Park bench, complete in place, per each: | | | |
| | | <u>Seven Hundred Fifty 7⁰⁰/100</u> | | <u>\$ 750⁰⁰</u> | <u>\$ 6750⁰⁰</u> |
| 32. | 10 ea. | Waste receptacle, complete in place, per each: | | | |
| | | <u>Four Hundred Fifty 4⁰⁰/100</u> | | <u>\$ 450⁰⁰</u> | <u>\$ 4500⁰⁰</u> |
| 33. | 1 l.s. | Jogging/walking trail, complete in place, per lump sum: | | | |
| | | <u>Twelve Thousand 4⁰⁰/100</u> | | <u>\$ 12000⁰⁰</u> | <u>\$ 12000⁰⁰</u> |
| 34. | 1 l.s. | Playscape area, complete in place, per lump sum: | | | |
| | | <u>NINETY FIVE HUNDRED 4⁰⁰/100</u> | | <u>\$ 9500⁰⁰</u> | <u>\$ 9500⁰⁰</u> |

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|-------------|-----------------------|--|------------------------|------|------------------------|
| 35. | 1 l.s. | Playscape equipment (by GameTime) allowance, complete in place, per lump sum: | | | |
| | | Thirty Thousand and no/100 Dollars | \$ 30,000.00 | | \$ 30,000.00 |
| 36. | 1 l.s. | Tennis court including concrete slab, slab striping, net, net standards, and perimeter fencing, complete in place, per lump sum: | | | |
| | | FIFTY EIGHT THOUSAND 9 ⁰⁰ /100 | \$ 58000 ⁰⁰ | | \$ 58000 ⁰⁰ |
| 37. | 1 l.s. | Basketball court including concrete slab, slab striping, goal, goal standards, and perimeter fencing, complete in place, per lump sum: | | | |
| | | SIXTY FIVE THOUSAND 9 ⁰⁰ /100 | \$ 65000 ⁰⁰ | | \$ 65000 ⁰⁰ |
| 38. | 1 l.s. | North baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, and bull pen, complete in place, per lump sum: | | | |
| | | Eighty Two Thousand 4 ⁰⁰ /100 | \$ 82000 ⁰⁰ | | \$ 82000 ⁰⁰ |

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST TOTAL |
|-------------|-----------------------|--------------------------------------|------|---------------|
|-------------|-----------------------|--------------------------------------|------|---------------|

| | | | | |
|-----|--------|--|--|--|
| 39. | 1 l.s. | South baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, bull pen, and batting cage, complete in place, per lump sum: | | |
|-----|--------|--|--|--|

Eighty Two Thousand $\frac{4}{100}$ s 82000⁰⁰ s 82000⁰⁰

| | | | | |
|-----|--------|---|--|--|
| 40. | 1 l.s. | Wastewater treatment system at the community center, complete in place, per lump sum: | | |
|-----|--------|---|--|--|

Twenty Eight Thousand $\frac{4}{100}$ s 28000⁰⁰ s 28000⁰⁰

| | | | | |
|-----|--------|--|--|--|
| 41. | 1 l.s. | Wastewater treatment system at the concession building, complete in place, per lump sum: | | |
|-----|--------|--|--|--|

Twenty Four Thousand $\frac{4}{100}$ s 24000⁰⁰ s 24000⁰⁰

| | | | | |
|-----|--------|--|--|--|
| 42. | 1 l.s. | Wastewater irrigation system at the community center, complete in place, per lump sum: | | |
|-----|--------|--|--|--|

Eight Thousand $\frac{4}{100}$ s 8000⁰⁰ s 8000⁰⁰

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|-------------|-----------------------|--|------------------------|------------------------|-------|
| 43. | 1 l.s. | Wastewater irrigation system at the concession building, complete in place, per lump sum: | | | |
| | | Six Thousand $\frac{1}{4}$ $\frac{00}{100}$ | \$ 6000 ⁰⁰ | \$ 6000 ⁰⁰ | |
| 44. | 1 l.s. | Drill and develop new water well, complete in place, per lump sum: | | | |
| | | Twenty One Thousand $\frac{1}{4}$ $\frac{00}{100}$ | \$ 21000 ⁰⁰ | \$ 21000 ⁰⁰ | |
| 45. | 1 l.s. | Water well irrigation system for the entire site, complete in place, per lump sum: | | | |
| | | Twenty Two Thousand $\frac{1}{4}$ $\frac{00}{100}$ | \$ 22000 ⁰⁰ | \$ 22000 ⁰⁰ | |
| 46. | 1 l.s. | Potable water system for the entire site including site drinking fountains, complete in place, per lump sum: | | | |
| | | Eighteen Thousand $\frac{1}{4}$ $\frac{00}{100}$ | \$ 18000 ⁰⁰ | \$ 18000 ⁰⁰ | |

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|-------------|----------------------------|---|------|-------------------------------|-------------------------------|
| 47. | 1 l.s. | Remainder of site fencing not included in the above bid items but including the pipe road gate and the split rail fence, complete in place, per lump sum: | | | |
| | | <u>TWELVE THOUSAND 9⁰⁰/100</u> | | <u>\$ 12000⁰⁰</u> | <u>\$ 12000⁰⁰</u> |
| 48. | 1 l.s. | Site electrical improvements including, but not limited to, parking lighting, and field and court lighting, complete in place, per lump sum: | | | |
| | | <u>TWO HUNDRED THOUSAND 0⁰⁰/100</u> | | <u>\$ 200000⁰⁰</u> | <u>\$ 200000⁰⁰</u> |
| 49. | 1,050 1626 l.f. | Silt fence, complete in place, per linear foot: | | | |
| | | <u>ONE 9⁷⁰/100</u> | | <u>\$ 1⁷⁰</u> | <u>\$ 2764²⁰</u> |
| 50. | 65 l.f. | Rock berm, complete in place, per linear foot: | | | |
| | | <u>FIFTEEN 9⁰⁰/100</u> | | <u>\$ 15⁰⁰</u> | <u>\$ 975⁰⁰</u> |

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|----------|--------------------|--|-------------------------|-------------------------|-------|
| 50. | 1 ea. | Stabilized construction entrance, complete in place, per linear foot: | | | |
| | | ONE THOUSAND $\$^{00}/100$ | \$ 1000 ⁰⁰ | \$ 1000 ⁰⁰ | |
| 51. | 1,195 l.f. | Trench shoring safety measures, complete in place, per linear foot: | | | |
| | | ONE $\$^{20}/100$ | \$ 1 ²⁰ | \$ 1434 ⁰⁰ | |
| 52. | 3,600 s.f. | Excavation shoring safety measures, complete in place, per square foot: | | | |
| | | NO $\$^{60}/100$ | \$ 0 ⁶⁰ | \$ 2160 ⁰⁰ | |
| 53. | 1 l.s. | Community center building including HVAC system and all appliances, excluding fireplace/BBQ, complete in place, per lump sum: | | | |
| | | Eight Seven Hundred Fifty Five Thousand $\$^{00}/100$ | \$ 855000 ⁰⁰ | \$ 855000 ⁰⁰ | |
| 54. | 1 l.s. | Concession building including all appliances, complete in place, per lump sum: | | | |
| | | One Hundred Ninety Five Thousand $\$^{00}/100$ | \$ 195000 ⁰⁰ | \$ 195000 ⁰⁰ | |

ATTACHMENT 'G'

VOL 0107 PAGE 344

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION (UNIT PRICE IN WORDS) | UNIT | COST | TOTAL |
|----------|--------------------|---|------|------|-------|
| 55. | 1 l.s. | Fireplace/BBQ @ community center building, complete in place, per lump sum: | | | |

Twenty Thousand $\frac{00}{100}$ s 20000⁰⁰ s 20000⁰⁰

| | | | | | |
|-----|--------|--|--|--|--|
| 56. | 1 l.s. | Memorial plaques, complete in place, per lump sum: | | | |
|-----|--------|--|--|--|--|

Nine Thousand $\frac{00}{100}$ s 9000⁰⁰ s 9000⁰⁰

TOTAL BID

s 2,883,259¹⁰

The following Alternates will be considered during the analysis of the bids.

Alternate No. 1 - Add/Deduct (circle one) for propane gas heating system in lieu of electric heating system for Community Center including, but not limited to, gas furnaces, gas water heater, gas ranges, gas plumbing, 500 gallon underground storage tank, and anything else to make a complete system.

s No Bid

Alternate No. 2 - Add/Deduct (circle one) for propane gas cooking system in lieu of electric cooking system for Concession Building including, but not limited to, gas water heater, gas ranges, gas plumbing, 250 gallon underground storage tank, and anything else to make a complete system.

s No Bid

Alternate No. 3 - Add/Deduct (circle one) for wooden utility poles of equivalent length in lieu of steel light poles at the baseball fields, basket ball court and tennis court.

s 5000⁰⁰

ATTACHMENT 'G'

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

Alternate No. 4 -

Add Deduct (circle one) for 5" concrete pavement reinforced with #3 Bars @ 18" O.C.E.W. in lieu of asphaltic concrete pavement.

\$ 166000⁰⁰

Alternate No. 5 -

Add Deduct (circle one) for grass sod in lieu of grass seeding.

\$ 50000⁰⁰

The undersigned CONTRACTOR agrees and pledges to complete the work in full for the OWNER within 210 calendar days from the "Notice to Proceed". (The "Grand Opening Ceremony" will be held on May 27, 2000. All construction must be complete by this date.) The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for dollars (\$ 5% GAB), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed or delivered:

III. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

(Please Print or Type)

1. Name of Bidder: Jay-Reese Contractors, Inc.
2. Permanent main office address: 14532 Hamilton Pool Road
Austin, Texas 78738
3. Telephone number: (512) 263.0072
3. When organized: November 1989
4. If a corporation, where incorporated: Texas
5. How many years have you been engaged in the contracting business under your present firm or trade name: 10 years
6. Contracts on hand: (Schedule these, showing amount of each contract and the approximate anticipated date of completion.):
Colorado Co. Rest Areas \$3,980,667 Feb. 2000
Gilbert Network Services \$364,779 Oct. 99
Bradshaw Rd. Bridge Replcmt \$305,434 Nov. 99
Farmer Lane - TXDOT Bldg \$2,221,000 June 2000
7. General character of work performed by your company: Commercial & Civil
8. Have you ever failed to complete any work awarded to you? If so, where and why?
No

9. Have you ever defaulted on a contract? If so, where and why?

No

10. List the more important projects recently completed by your company (six most recent), stating the approximate cost for each, and the month and year completed.

| | | |
|--------------------------------|-----------|------|
| Travis Co. Bridge Replacement | 1,363,918 | 9.98 |
| ADA Renovations - 6th & Brazos | 671,477 | 4.99 |
| TWC - Ft. Worth | 556,430 | 2.99 |
| Matagorda Co. | 759,869 | 7.99 |
| Bell County SH 317 | 1,317,870 | 9.99 |
| Gilbert Network Services | 453,524 | 8.99 |

11. List your major equipment available for this contract:

| | |
|--------------|--------------------|
| motor grader | roller-pneumatic |
| track loader | roller-sheeps foot |
| backhoe | manlift |
| water truck | crane |
| dump truck | |

12. Experience in construction work similar in importance to this project.:

Colorado County Rest Areas

13. Background and experience of the principal members of your organization, including the officers:

Ron Albee-President civil & commercial 28 yrs.

(supt.) Terry Stevenson civil & commercial 30 yrs.

(supt.) John Aouelle civil & commercial 7 yrs.

14. Credit Available: \$200,000⁰⁰

15. Give bank reference:

Compass Bank Acct. # 70314975
Lori McGathy (512) 421-5946

16. Will you, upon request, fill out a detailed financial statement, and furnish any other pertinent information that may be required by the OWNER.

Yes

17. The undersigned hereby authorizes and requests any person, firms or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 1:35 p.m. this, 4th day of October, 1999.

Jay-Reese Contractors, Inc.

Contractor

By:

Title:

Ron Albee
President

STATE OF TexasCOUNTY OF Travis

Ron Albee being duly sworn deposes and says that
 he is President of Jay-Reese Contractors, Inc. and that the
 answers to the foregoing questions and all statements therein contained are true and correct.

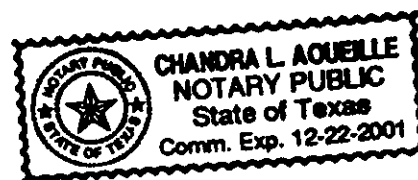
Subscribed and sworn to before me this 4th day of October, 1999.

Notary Public

Chandra L. Aouelle

In and For Travis County, Texas

My Commission expires 12-22-2001 to 15.



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Jay-Reese Contractors, Inc.
14532 Hamilton Pool Rd. Austin, TX 78738 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Capitol Indemnity Corporation
P.O. Box 5900 4610 University Avenue Madison, WI 53705-0900 (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Wisconsin
 as Surety, hereinafter called the Surety, are held and firmly bound unto
Williamson County Commissioners' Court 710 Main Street Georgetown, TX 78626 (Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of five percent of the amount of the
attached bid----- Dollars (\$---5-----),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
 these presents.

WHEREAS, the Principal has submitted a bid for
Construction of a park facility including Community Center building, concession
building, softball/baseball fields and tennis courts. (Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
 with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
 or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
 payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
 such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
 hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract
 with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
 in full force and effect.

Signed and sealed this 5th day of October 1999

Chandra Acuña
 (Witness)

Jay-Reese Contractors, Inc.

(Principal)

(Seal)

Tom Albee
 (Title) PRESIDENT

Capitol Indemnity Corporation

(Surety)

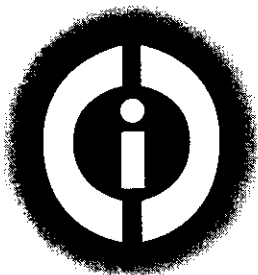
(Seal)

Jodi Z. Deifert
 (Witness)

Janet L. Burkeland
 (Title)

Janet L. Burkeland, Attorney-in-Fact





Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVE., P.O. BOX 5900 MADISON, WISCONSIN 53705-0900

FIDELITY / SURETY

PHONE: (608) 231-4450 FAX: (608) 231-2029

POWER OF ATTORNEY

No: 137742

Know all men by these Presents, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint GEORGE A. FAIT, JERRY A. UNDERWOOD, JOHN K. HOLLANDER, MICHAEL D. SPECHT,
JAMES W. GOWER, MARK WIEBERSCH, MARK S. HOFFMANN, H. ALAN DUPUIS, PETER WALL,
SALLY R. DAUBERT, CARLA ZICK, JANET L. BURKELAND

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

NOT TO EXCEED \$3,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 5th day of May 1960:

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 1st day of June, 1993.

CAPITOL INDEMNITY CORPORATION

Attest:

Virgiline M. Schulte
Virgiline M. Schulte, Secretary



George A. Fait
George A. Fait, President

STATE OF WISCONSIN }

COUNTY OF DANE }

On the 1st day of June, A.D., 1993, before me personally came George A Fait, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is the President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }

COUNTY OF DANE }



Peter E. Hans
Peter E. Hans
Notary Public, Dane Co., WI
My Commission is Permanent

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison. Dated the 5th day of October, 1999



Paul J. Breitmayer
Paul J. Breitmayer, Treasurer

AGENDA ITEM # 16OCTOBER 5, 1999

Consider authorizing payment of survey costs for needs assessment committee created by the court.

Cities and Williamson County Health District Karen Wilson advised Williamson County had been selected as one of 10 counties in the state by the Texas Department of Health to participate in Behavioral Risk Factor Surveillance Survey. Three hundred (300) county residents were randomly interviewed by telephone at the expense of Texas Department of Health.

A Community Assessments Steering Committee was appointed in Commissioners Court in May, 1999, (recorded in Volume 104, page 431 of Commissioners Court minutes).

"At the same time we were looking at the community assessment process and discussed with the staticians the procedure for compiling information for each community. The answer - an additional 1,000 people surveyed for total of 1,300." One-half the fee for additional 1,000 surveys conducted by Clearwater Research, Inc. totals \$32,784.00.

Most of the information will be available for the October 27, 1999, assessment forum which she is hoping all Commissioners and County Judge will attend.

Commissioner Heiligenstein advised the \$32,784.00 is to be divided equally with Williamson County responsible for \$16,392.00 and the hospitals will pay \$16,392.00.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve payment up to \$16,392.00 from tobacco settlement funds to Clearwater Research, Inc. for one-half county health needs assessment survey.

Vote: Motion carried 5 - 0

< Clerk copy here >



Marketing, Product, and Public Opinion Research Since 1972

2136 North Cole Road, Boise, Idaho 83704
 (800) 727-5016 / (208) 376-3376 / FAX: (208) 376-2008
<http://www.clearwater-research.com>

RECEIVED

SEP 24 1999

WILLIAMSON
HEALTH DISTRICT**PROJECT INVOICE # 7-573-01****DATE OF INVOICE:** August 24, 1999

COMPANY: Williamson counties and Cities
 Health district

BILLING ADDRESS:

100 W. 3rd Street
 Georgetown, TX 78626

PROJECT TITLE: Williamson County Wave 2 **JOB:** 5-573

WORK COMPLETED THROUGH: One-half of total cost due. Study start-up date
 8/26/99

P.O. #

CONTACT: Karen Wilson
 WCCHD Director

PHONE: 512-930-4387**FAX:** 512-930-4017**E-MAIL:****PROJECT DESCRIPTION:** 1000 Williamson County BRFSS

Interviews

\$32,784.00

Project Costs for:**Add for:****Less for:****TOTAL PROJECT COSTS****\$32,784.00****TOTAL AMOUNT DUE THIS INVOICE** **\$16,392.00****Terms:**

Payable upon receipt. A late charge of 1.75% per month (21% annual
 percentage rate) will be added to past-due accounts.

Please make check payable to:

Clearwater Research, Inc.
 2136 N. Cole Road
 Boise, ID 83704

approved: 8-5-99
 John C. Daefler
 out of Tobacco Settlement
 money
 Thanks
 J

Project Director: Janice L. Rush, MBA ext. 196
 Associate Study Director

AGENDA ITEM # 17OCTOBER 5, 1999

Hear presentation and take any appropriate action on county-wide park land and receive proposal for Sebesta and Associates.

Commissioner Limmer suggested the need for a unified county park plan in order to apply for grants from Texas Department of Parks and Wildlife as one unit. He felt the chances for grants would be greater.

Both Doyle and Carla Sebesta discussed their backgrounds and possible procedures by Williamson County of interlocal agreements, grant applications, environmental issues, extensive public input process by precincts, recreation activities and parkland interaction by cities and the county.

Carla Sebesta discussed a possible 5 to 20 year needs assessment projection.

Commissioner Limmer suggested Sebesta and Associates meeting with he, Commissioner Heiligenstein and LCRA for a more definitive process for the Mayfield tract.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Limmer

Motion: To proceed with final negotiations on this contract with Sebesta and Associates pending meeting with LCRA and presentation of contract to County Judge requiring his signature only within the next week.

Vote: Motion carried 5 - 0

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SEBESTA AND ASSOCIATES

Grants, Landscape Design, and Planning

**WILLIAMSON COUNTY
PROFESSIONAL SERVICES FOR PARKS AND RECREATION**

*A Proposal Submitted by
Sebesta and Associates
October 1999*

P.O. Box 124 Georgetown, Texas 78627-0124 Phone (512) 819-9675 Fax (512) 868-2642

STATEMENT OF QUALIFICATIONS

Sebesta and Associates brings to this project a strong background in urban planning, and parks and open space planning and development. S&A also has extensive experience with the Texas Parks and Wildlife (TPWD) park grant program spanning a period of more than twenty years. We are familiar with Williamson County and with many of the communities in the county from previous park and grant projects.

I. QUALIFICATIONS OF PROJECT PERSONNEL

DOYLE SEBESTA

Expertise: Park and Open Space Design
Landscape Architecture
Grant Application and Administration
Environmental Planning
Development Services

Credentials: BED, Environmental Design, Texas A&M University, 1973.
MLA, Landscape Architecture, North Carolina State University, 1982.
9 years experience as a principal in S&A; 5 years experience in engineering/design firms; 8 years experience in city, regional, and state agencies
Registration with CLARB applied for

CARLA SEBESTA

Expertise: Land Use, Parks, and Neighborhood Planning
Grant Application and Administration
Development Services
Environmental Planning

Credentials: BA, Political Science/Public Administration, University of North Texas, 1974.
MA, Urban & Regional Planning, University of Iowa, 1976.
9 years experience as a principal in S&A; 6 years experience in municipal planning and grant application/administration

TEXAS PARKS AND WILDLIFE DEPARTMENT PROGRAMS

Employment with TPWD - Mr. Sebesta was employed by the Grants-in-Aid Branch (now Recreation Grants Branch) of TPWD, the division responsible for reviewing, scoring, and monitoring park applications statewide. He is, to our knowledge, one of two people in the state who has worked for the Recreation Grants Branch and who is now providing professional services for this program. He maintains a strong working relationship with TPWD staff. He attends workshops and keeps current on recent changes to this program.

Technical Assistance - Mr. Sebesta has provided technical assistance on the park grant program to cities, counties, and other private firms over the past 20 years, while

employed at regional councils of government and TPWD.

FAMILIARITY WITH WILLIAMSON COUNTY

We have lived in Williamson County since 1984 and have worked with many of the communities here. This includes:

City of Bartlett – Bartlett Baseball Complex - TPWD Grant Application and Project Administration, 1998; Texas Forest Service Tree Planting Program Grant Application and Administration – 1993

City of Florence – Initial research for preparation of TPWD Grant Application – 1995; Proposal to the Meadows Foundation for fire station – 1997

City of Georgetown – Texas Forest Service Tree Planting Program Grant Application – 1991

City of Granger – Initial research for preparation of TPWD Grant Application – 1995

City of Holland - TPWD Grant Application – 1994

City of Leander - Leander City Park – 1987; Comprehensive Parks Plan and TPWD Grant Application – under contract

City of Taylor - Murphy Park Aquatic Complex - TPWD Grant Application – 1996; Bull Branch Recreational Park (Murphy Park, Phase II) – TPWD Grant Application - 1987

Liberty Hill VFD – Research/proposals to fund fire station – 1996

II. PARK PROJECT EXPERIENCE

PARKS AND OPEN SPACE PLANNING

City of Somerville – 1999 – Comprehensive parks plan approved
Reference – Lloyd Behm, City Administrator – (409) 596-1122

City of Buffalo - 1998 - Comprehensive parks plan approved
Reference - Mayor Byron Ryder - (903) 322-4741

City of Pflugerville - 1998 – Revision of Comprehensive Park Plan approved
Reference - Glenn Holzer, Director of Parks and Recreation - (512) 251-5082

City of Wallis - 1998 - Comprehensive parks plan approved
Reference - Mayor Tony Salazar - (409) 478-6712

City of Belton – 1984 - "Analysis and Evaluation of Alternative Sites for a Community Park"

Houston-Galveston Area Council of Governments – 1977 - Houston Unique Natural Sites

Survey

United Nations "Habitat" Conference – 1978 - Houston, Member, Panel on Park/Open Space Issues

TPWD Workshop on use of the Texas Outdoor Recreation Plan's "Needs Analysis,"
Featured speaker, Austin

TPWD PARK GRANT PROJECTS – All of these projects were funded on the first submission with the exception of the Taylor Murphy Park Project. It was submitted a second time and ranked 3rd in the state in that funding cycle.

City of Bartlett - Bartlett Baseball Complex, \$286,000 - 1998

City of Buffalo – Buffalo Municipal Park, \$817,800 – 1998 (under construction)

City of Taylor - Murphy Park Aquatic Complex, \$1,000,000 - 1996

Travis County – Sandy Creek Park and Mansfield Dam Park Boat Ramps, \$250,000 each - 1996

City of Holland, \$393,000 - 1994

City of Pflugerville - Gilleland Creek Park, Phase II, \$900,000 - 1988

City of Leander - Leander City Park, \$950,000 - 1987

City of Taylor - Bull Branch Recreational Park (Murphy Park, Phase II), \$622,000 - 1987

V. PROPOSED SERVICES

Sebesta and Associates proposes to provide the following professional services:

(1) The preparation of a comprehensive parks plan and its submission for review and approval by the Recreation Grants Branch of the Texas Parks and Wildlife Department (TPWD) as outlined below:

- Research on relevant factors, including, but not limited to environmental, demographic, economic, land use, and transportation
- Update of previously prepared inventory of existing park areas, as needed
- Coordination of the public input process, to include public meetings, consultation with interested groups, and/or surveys
- Preparation of the narrative for the planning document
- Provision of maps, illustrations, photographs, and printing.
- Submission of the comprehensive parks plan to Texas Parks and Wildlife Department and response to TPWD comments
- Consultation with Williamson County officials and staff, TPWD staff, and others as necessary

(2) Other services relating to park and recreation matters, as directed by the Commissioners Court, including:

- Technical assistance, coordination and management responsibilities relating to park planning, development, and operations.
- Coordination/liaison with other park-related activities, such as municipal park planning, existing County park projects, and other entities involved in park planning/development.

Any additional services by other design professionals, especially mapping and graphic services, can be negotiated by separate agreement. The preparation of a TPWD grant application can also be negotiated by separate agreement.

VI. PROPOSED FEE AND TIMING

Sebesta and Associates proposes to provide the services outlined above at an hourly rate of \$70 (seventy dollars) per hour plus expenses incurred in performing the services. These expenses include reproduction and copying costs, long distance telephone charges, out of town travel, cost of special consultants, postage, and the expense of courier services, shipping and delivery costs.

The total fee for services is estimated to be \$80,000 (eighty thousand dollars). The fee may be renegotiated if there are substantive changes made to the scope of the project or to adjust for the level of service requested by the Commissioners Court under paragraph (2) above.

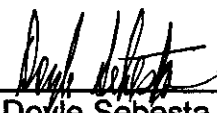
Sebesta and Associates will bill the County monthly for the time expended and expenses incurred during the preceding month. The County agrees to pay the amount billed within 30 days. If invoiced amounts are outstanding over 45 days, S&A reserves the right to stop work on the project.

Estimated completion time for preparation of a County Comprehensive Parks Plan is twenty-four months. Other coordination and management services will be ongoing as requested by the Commissioners Court.

VII. GENERAL CONDITIONS

1. Neither party may assign its rights or duties under this agreement without the other's consent.
2. All documents and electronic files prepared by Sebesta and Associates remain the property of S&A and may not be used for any purposes not specifically agreed upon. All reproduction of documents supplied to the Williamson County remains the property of the County.
3. The County shall furnish S&A with full information necessary for the work to be performed, including a base map and access to existing documents that relate to the project.
4. The County shall direct other consultants performing services related to this project to cooperate in the coordination of their work efforts with S&A. Sebesta and Associates agrees to cooperate with other consultants working on related projects.
5. If accepted, this proposal constitutes the entire agreement of the parties. No other agreement, statement, or promise that is not contained in this proposal shall be binding except by a subsequent written modification signed by both parties.
6. The liability of Sebesta and Associates for any services performed under this agreement shall be limited to the amount of the fee charged.
7. This agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. Should any one or more provisions of this agreement be held to be void or for any reason of no force and effect, such provision(s) shall be construed as severable from the remainder of this contract and shall not affect the validity of all other provisions of this contract, which shall remain in full force and effect.

If this proposal is acceptable, please sign below and return one copy to us. We look forward to working with you.

Submitted by:  Date: 10/5/99
Doyle Sebesta, Principal
Sebesta and Associates

Accepted by: _____ Date: _____
John C. Doerfler, County Judge
Williamson County

Attest: _____ Date: _____

AGENDA ITEM # 18OCTOBER 5, 1999Discuss and take appropriate action on creation of magistrate positions.

County Attorney Gene Taylor discussed magistrate positions continuing with same policy - part-time, hourly paid, non-lawyers.

Creation of each magistrate position is within the discretion of the Williamson County Commissioners Court. Once the Commissioners Court sets the Magistrates' qualifications and salary, the district and statutory county court judges fill the position/s by majority vote. Magistrates should supervise their own staff and maintain their own independent docket. The Magistrates may be removed by majority vote at any time.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To create magistrate positions at current salaries and recommend to the statutory county court-at-law and district judges that the currently serving magistrates remain in those positions.

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

< Clerk copy here >

Eugene D. Taylor

Williamson County Attorney

Wayne Porter, First Assistant
 Carol Collins David Glickler
 Donna King Gafford Dan M. Gattis
 Grant C. Sparks Brandy Byrd
 David Laibovitz Christopher W. Lewis
 Jana Hunsicker
 Dale A. Rye, Of Counsel

Metro Telephone: (512) 943-1111
 Taylor: 352-3661 FAX: 943-1120

October 5, 1999

Jail Magistrates

The Williamson County Magistrate Act became effective last spring, but we have continued to function under an interlocal agreement using Bartlett Municipal Judges as the jail magistrates. With the beginning of the new fiscal year, the Commissioners Court may wish to use the authority granted by the Legislature to create one or more Williamson County Magistrate positions and end the contract with Bartlett.

Creation of each magistrate position is within the discretion of the Williamson County Commissioners Court. The Court determines how many magistrates should be appointed. For each position, the Court decides whether it is to be full-time or part-time, and what the qualifications should be. For example, the Court may provide that a Magistrate needs to be an attorney or otherwise meet the requirements for judge of a statutory county court. As with any other county officer, the Court sets the Magistrates' compensation. Once the Court creates a position, the district and statutory county court judges fill the position by majority vote. The Magistrate may be removed by majority vote at any time. During their appointment, Williamson County Magistrates are to serve as neutral and impartial judicial officers with many of the same duties and responsibilities as other members of the judiciary. They should supervise their own staff and maintain their own independent docket.

The Williamson County Magistrates will perform a variety of functions. Primarily, they provide judicial admonishments and set bail for persons incarcerated in the county jail. They are required to do this within 24 hours after the prisoner enters the facility. An important adjunct to this power is the ability to issue 30-day Emergency Orders for the protection of alleged victims of domestic violence. In addition, the new Williamson County Magistrates have all other powers of a magistrate under Texas law, such as the power to issue arrest and search warrants, and to order the emergency detention of mentally ill persons. They may be asked to hear certain mental, chemical dependency, and juvenile proceedings for the courts sitting in the county.

Magistrates**2**

A new power under the Act is that the Magistrates, with the consent of the J.P. for the precinct where a nonjailable misdemeanor offense occurs, may now take pleas of guilty or no contest and impose fines and sanctions. The existing municipal judges must release these persons with a promise to appear in front of the J.P. (a promise that is often broken). In addition, a Magistrate who meets the requirements for statutory county court judges may be appointed by one of the County Court at Law judges to hear routine matters pending in that court. A qualified Magistrate could also serve as a Master to hear certain aspects of civil and family cases pending before either the district or county courts. The elected judges could use the Magistrates in a variety of other creative ways, limited mostly by imagination.

I hope this answers your questions. If not, please contact me immediately.

Sincerely,



Dale A. Rye,
Of Counsel to
The County Attorney

Eugene D. Taylor Williamson County Attorney

Wayne Porter, First Assistant
 Carol Collins David Glickler
 Donna King Gafford Dan M. Gattis
 Grant C. Sparks Brandy Byrd
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October 5, 1999

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152

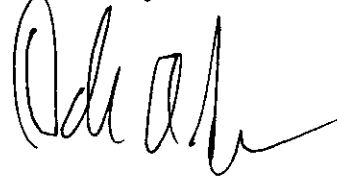
Magistrates

2

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I hope this answers your questions. If not, please contact me immediately.

Sincerely,



Dale A. Rye,
Of Counsel to
The County Attorney

AGENDA ITEM # 19**OCTOBER 5, 1999**

Consider declaring an emergency and approving a budget amendment from the reserve funds of Self Funding Insurance Fund-885:

to: 885-885-4050

\$91,000.00

Moved: Judge Doerfler

Seconded: Commissioner Heiligenstein

Motion: To declare an emergency and approve a budget amendment from the reserve funds of Self Funding Insurance Fund-885:

to: 885-885-4050

\$91,000.00

Vote: Motion carried 5 - 0

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:37 A.M. ON TUESDAY, OCTOBER 5, 1999.

AGENDA ITEM # 20**OCTOBER 5, 1999*******

Discuss personnel - County Court at Law #3 (EXECUTIVE SESSION REQUESTED as per VTCA Govt. Code sec. 551.074 pertaining to personnel).

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 12:03 A.M. ON TUESDAY, OCTOBER 5, 1999.

AGENDA ITEM # 21OCTOBER 5, 1999

There was no agenda item #21.

AGENDA ITEM # 22OCTOBER 5, 1999

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Consider making appointment of County Court at Law #3 Judge.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To table this item until October 12, 1999.

Vote: Motion failed 2-3 with Judge Doerfler and Commissioners Limmer and Boatright voting against the motion.

Moved: Commissioner Boatright

Seconded: Commissioner Limmer

Motion: To appoint attorney Don Higginbotham as County Court-at-Law #3 Judge.

Vote: Motion carried 5 - 0

AGENDA ITEM # 23OCTOBER 5, 1999

Hear comments from commissioners.

County Attorney Gene Taylor introduced his two newest employees - attorney Jana Hunsucker previously with Bexar County and Taylor native Amy McLean awaiting her bar results.

Commissioner Boatright discussed a County Road 204 resident requesting the county fence a grave located on her property which headstone reads 1876.

First Assistant County Attorney Dale Rye advised the county is limited unless this grave falls under historic cemeteries category which would probably require more than one marked grave.

Commissioner Heiligenstein advised he will attend a meeting in Washington, D.C. on the storm water bill next week for which Texas Association of Counties will pay the expenses. Therefore he will be unable to attend the Commissioners Court meeting of October 12, 1999. Also, he and Commissioner Boatright are attending a 1 p.m. meeting today in the conference room with the Pregnancy Help Center personnel which may last longer than 1:30 p.m. when the work session on Williamson County Road Plan is scheduled to begin.

COMMISSIONERS COURT RECESSED AT 12:10 A.M. ON TUESDAY, OCTOBER 5, 1999.

COMMISSIONERS COURT RECONVENED AT 1:56 PM. ON TUESDAY, OCTOBER 5, 1999.

AGENDA ITEM #24

154

Hold work session and take any appropriate action on Williamson County Road Plan, including, but not limited to decision on distribution of plan.

Land Strategies Mike Weaver and Pix Howell, First Assistant County Attorney Dale Rye, County Engineer Joe England, County Road Superintendent Greg Bergeron, County Auditor David Flores, Joe Savage, Commissioners Assistant Julie Lyon Wolf and Dan Wegmueller of First Southwest Company were among those in attendance for the presentation.