

AGENDA ITEM # 8

Consider approving a line item transfer for Communications:

From: 0100-0581-004212 Postage \$100.00
To: 0100-0560-004212 Postage 100.00

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve a line item transfer for Communications:

From: 0100-0581-004212 Postage \$100.00
To: 0100-0560-004212 Postage 100.00

Vote: Motion carried 5 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

0100-0581-004212 911 Communications Lynne Simpson
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 18th day of January, 2000, ~~1999~~ a motion made by Commissioner Heiligenstein and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

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
0581-004212	Postage	\$ 100.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
010100 0560004212	Postage	\$ 100.00

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

John C. Doerfler 1-18-00
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM # 9

Consider approving a line item transfer for DPS-Georgetown:

From: 0100-0562-004999 Miscellaneous \$1,988.00
To: 0100-0562-005740 Computer Equipment 1,988.00
Moved: Commissioner Heiligenstein
Seconded: Judge Doerfler
Motion: To approve a line item transfer for DPS-Georgetown:
From: 0100-0562-004999 Miscellaneous \$1,988.00
To: 0100-0562-005740 Computer Equipment 1,988.00
Vote: Motion carried 5 - 0

< Clerk copy here >

#9

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>01</u>	<u>0100.0562</u>	<u>Randy Mills Sr.</u>
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 18th day of January, 2000, a motion made by Commissioner Heiligenstein and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

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
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<u>01 0100.0562 004999</u>		<u>1,988.00</u>
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FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
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<u>01 0100.0562.005740</u>		<u>1,988.00</u>
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WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM # 10

Consider declaring an emergency and approving a budget amendment for the Courthouse Security Fund:

0360-002020 Retirement \$9,890.00

Commissioner Heiligenstein pulled this item from the Consent Agenda for discussion.

Moved: Commissioner Heiligenstein
Seconded: Judge Doerfler
Motion: To approve declaring an emergency and approve a budget amendment for the Courthouse Security Fund:
0360-002020 Retirement \$9,890.00
Vote: Motion carried 5 - 0
< Clerk copy here >

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

360 - Courthouse Security

FUND

John C. Doerfler
DEPARTMENT

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE AUTHORIZED EXPENDITURES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT APPROPRIATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THIS NECESSARY EXPENDITURE; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 18th DAY OF January, 2000, A MOTION MADE BY Commissioner Heiligenstein AND SECONDED BY Judge Doerfler THE MOTION CARRIED BY A VOTE OF 5 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF BUDGETING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE 2000 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED TO APPROPRIATE ADDITIONAL EXPENDITURES AND THE FOLLOWING AMOUNTS BE APPROPRIATED FOR THE FOLLOWING LINE ITEMS:

ACCOUNT #	DESCRIPTION	AMOUNT
0100-0360-002020	Retirement	9,890.00

WHEREUPON, A MOTION DULY 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 1-18-00
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:
Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK

AGENDA ITEM # 11

*

Consider noting in minutes receipt of over axle/over gross weight tolerance permits from TxDOT:

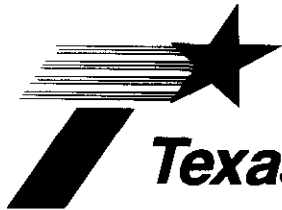
Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To note in minutes receipt of over axle/over gross weight tolerance permits from TxDOT.

Vote: Motion carried 5 - 0

< Clerk copy here >



Texas Department of Transportation

January 07, 2000

Attn: County Clerks,

In accordance with Texas Transportation Code, Chapter 623.013, enclosed is the notification to counties concerning the issuance of Over Axle/Over Gross Weight Tolerance Permits. The statute directs the Texas Department of Transportation to notify each county listed in the permit application for a permit issued under authority of the Texas Transportation Code, Chapter 623, Subchapter B.

If this report is going to the incorrect address please notify the Motor Carrier Division of any mailing address changes

If you have any questions concerning this information, please contact me at 512-465-3500 or 512-465-3590.

*noted 1-18-00
John C. Doerfler*

Sincerely,

Lawrance R. Smith, Director
Motor Carrier Division

Enclosure

50

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
December 17 - December 31
1999

BOTTLINGER GRAIN CO	RT 1, BOX 74		HAMILTON	TX	76531
99122153004T	1XPCDR9X1MD305154	2BE860	TX		
99122153004T	1XPCDR9X1MD305154	2BE860	TX		
99122153004T	1XPCDR9X1MD305154	2BE860	TX		
99122153005T	1XP5DB9X0SN357124	2BE873	TX		
99122153005T	1XP5DB9X0SN357124	2BE873	TX		
99122153006T	1XPCDR9X3ND322152	2BE862	TX		
99122153006T	1XPCDR9X3ND322152	2BE862	TX		
99122153006T	1XPCDR9X3ND322152	2BE862	TX		
99122153007T	1XPFD9X6LD285891	2BE864	TX		
99122153007T	1XPFD9X6LD285891	2BE864	TX		
99122153007T	1XPFD9X6LD285891	2BE864	TX		
99122153008T	1XPCD59X1PD322153	2BE859	TX		
99122153008T	1XPCD59X1PD322153	2BE859	TX		
99122153009T	1XP5DB9X2RN356647	2BE872	TX		
99122153009T	1XP5DB9X2RN356647	2BE872	TX		
99122153009T	1XP5DB9X2RN356647	2BE872	TX		
COLLIER TRUCKING INC	4645 N CENTRAL EXPRESSWAY		DALLAS	TX	75205
99122253018T	1XKAD29X8LS528838	R81684	TX		
HARTWICK TRUCKING	P O BOX 1071		SEALY	TX	77474
99122053045T	1FUYDXYB8SP687446	2AB435	TX		
99122053045T	1FUYDXYB8SP687446	2AB435	TX		
99122053045T	1FUYDXYB8SP687446	2AB435	TX		
99122053046T	1FUYDXYB9PH445766	2EK227	TX		
99122053046T	1FUYDXYB9PH445766	2EK227	TX		
99122053046T	1FUYDXYB9PH445766	2EK227	TX		
HERZIKS	3011 S KNEZEK RD		FLATONIA	TX	78941
99122153027T	2HSFBG2R3MC048378	2BB294	TX		
99122153027T	2HSFBG2R3MC048378	2BB294	TX		
99122153028T	1HSRDVYR8EHB15007	2BB293	TX		
99122153028T	1HSRDVYR8EHB15007	2BB293	TX		
99122153029T	2HSFBGTR2KC029865	2BB289	TX		
99122153029T	2HSFBGTR2KC029865	2BB289	TX		
99122153030T	2HSFBJSR1GCA16050	2BB291	TX		
99122153030T	2HSFBJSR1GCA16050	2BB291	TX		
99122153031T	1HSRDJWR4EHB16599	2BB374	TX		
99122153031T	1HSRDJWR4EHB16599	2BB374	TX		
99122153032T	1HTRH0002FHB12962	2BB295	TX		
99122153032T	1HTRH0002FHB12962	2BB295	TX		
99122153033T	2HSCHAER5YC067272	2DP156	TX		
99122153033T	2HSCHAER5YC067272	2DP156	TX		
99122153034T	2HSCHAER7YC067273	2DP155	TX		
99122153034T	2HSCHAER7YC067273	2DP155	TX		
MILAM GRAIN CO	P O BOX 124		CAMERON	TX	76520
99122453102T	2HSCNAMR7YC055179	2DJ154	TX		
ODEEN HIBBS TRUCKING CO	P O BOX 14332		AUSTIN	TX	78761
99122453100T	2HSFMAXROWC047868	2DG127	TX		
99122453101T	2FUPFSEB3WA945551	2DG135	TX		
QUALITY LIQUID FERTILIZER & SV	RT 2 BOX 2016-A		COLUMBUS	TX	78934
99122453017T	1XP5DB9X0JD263202	2AM864	TX		
SMITH CONSTRUCTION	P O BOX 236		COPPERAS COVE	TX	76522
99122453140T	1XP5DB9X0HN214912	2CL584	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
December 04 - December 17
1999

BIG CREEK CONSTRUCTION ,LTD	P O BOX 40		CALVERT	TX	77837
99121453088T	1FUY3ECBXP426741	2CJ382	TX		
99121453088T	1FUY3ECBXP426741	2CJ382	TX		
99121453089T	1M2P267YXRM020460	2CJ340	TX		
99121453089T	1M2P267YXRM020460	2CJ340	TX		
99121453089T	1M2P267YXRM020460	2CJ340	TX		
BRENCO MARKETING CORPORATION	P O BOX 3819		BRYAN	TX	77805
99120853002T	2HSFMA1R1SC019397	2AJ671	TX		
CE-TEX GUNITE INC	P O BOX 26711		AUSTIN	TX	78755
99120853007T	1M2B209C8XM024111	2DL511	TX		
99120853008T	1M2B209C6XM024110	2TTH21	TX		
99120853009T	1M2B212CXYM004542	3BKG15	TX		
COLLIER TRUCKING IN A DIV OF	4645 NORTH CENTRAL EXPRESSWAY		DALLAS	TX	75205
99121053010T	1FUYDCYB6PH480936	1RYK93	TX		
99121053010T	1FUYDCYB6PH480936	1RYK93	TX		
COLLIER TRUCKING INC	4645 N CENTRAL EXPRESSWAY		DALLAS	TX	75205
99121553066T	1FUYDZYB2RH675664	R95498	TX		
99121553066T	1FUYDZYB2RH675664	R95498	TX		
99121553066T	1FUYDZYB2RH675664	R95498	TX		
GRANGER TRUCKING	P O BOX 39,ROUND MOUNTAIN ,TX		ROUND MOUNTAIN TX		78663
99121553056T	1XKWDB9X4BK187989	2AH400	TX		
99121553056T	1XKWDB9X4BK187989	2AH400	TX		
99121553056T	1XKWDB9X4BK187989	2AH400	TX		
H & B CONTRACTORS,LTD	27443 W HWY 84		MC GREGOR	TX	76657
99121453052T	1FDZU90L8PVA04428	2BL109	TX		
99121453052T	1FDZU90L8PVA04428	2BL109	TX		
99121453053T	1FDZU90LXPVA04429	2BL126	TX		
99121453053T	1FDZU90LXPVA04429	2BL126	TX		
99121453053T	1FDZU90LXPVA04429	2BL126	TX		
99121453054T	1FVNFMDBSVP780863	2BL103	TX		
99121453054T	1FVNFMDBSVP780863	2BL103	TX		
99121453054T	1FVNFMDBSVP780863	2BL103	TX		
99121453055T	1M2P267Y7WM041181	2CTG54	TX		
99121453055T	1M2P267Y7WM041181	2CTG54	TX		
99121453055T	1M2P267Y7WM041181	2CTG54	TX		
99121453056T	1M2P267C0XM042484	2JTT27	TX		
99121453056T	1M2P267C0XM042484	2JTT27	TX		
99121453057T	1FVX6WEB0YPB90063	2CC993	TX		
99121453057T	1FVX6WEB0YPB90063	2CC993	TX		
99121453058T	1FVX6WEB2YPB90064	2CC995	TX		
99121453058T	1FVX6WEB2YPB90064	2CC995	TX		
99121453058T	1FVX6WEB2YPB90064	2CC995	TX		
99121453059T	1FTYU90T4SVA11367	2BL105	TX		
99121453059T	1FTYU90T4SVA11367	2BL105	TX		
99121453060T	1FUY6MDBXTP810874	2BL115	TX		
99121453060T	1FUY6MDBXTP810874	2BL115	TX		
99121453061T	1FUY6MDB8TP810873	2BL114	TX		
99121453061T	1FUY6MDB8TP810873	2BL114	TX		
99121453062T	1FUY6MDB5VP780864	2BL116	TX		
99121453062T	1FUY6MDB5VP780864	2BL116	TX		
99121453062T	1FUY6MDB5VP780864	2BL116	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
December 04 - December 17
1999

LEWIS TRUCKING	PO BOX 1887		MANCHACA	TX	78652
99121553097T	1XKAD29X3KJ526252	2BR274	TX		
99121553097T	1XKAD29X3KJ526252	2BR274	TX		
MCMILLIAN TRUCKING CO INC	P O BOX 266		LUBBOCK	TX	79408
99120853003T	1M2AA12YXPW020124	2CA255	TX		
ODEEN HIBBS TRUCKING CO	P O BOX 14332		AUSTIN	TX	78761
99121553079T	1XPFDU9X1XD500563	2DG354	TX		
99121553079T	1XPFDU9X1XD500563	2DG354	TX		
99121553079T	1XPFDU9X1XD500563	2DG354	TX		
99121553080T	1XPFDU9X3XD500564	2DG356	TX		
99121553080T	1XPFDU9X3XD500564	2DG356	TX		
99121553081T	4V1JDBPF3SN842529	2DC845	TX		
99121553081T	4V1JDBPF3SN842529	2DC845	TX		
99121553082T	1XPFDU9X9XD500567	2DG355	TX		
99121553082T	1XPFDU9X9XD500567	2DG355	TX		
99121553082T	1XPFDU9X9XD500567	2DG355	TX		
OOSTERHOF FARMS LLC	PO BOX 295		HAMILTON	TX	76531
99121553101T	1FUPFSEBGSP740412	RG8334	TX		
99121553101T	1FUPFSEBGSP740412	RG8334	TX		
SHAR TRUCKING ONC	P O BOX 279		SEAGOVILLE	TX	75159
99121553063T	1XKAD29X2KS516960	R1DY99	TX		
99121553063T	1XKAD29X2KS516960	R1DY99	TX		
SILVERWOLF TRANSPORT	8901 BUBBLING TRL		AUSTIN	TX	78729
99120653001T	4V1WDBRF6SN682150	2DN535	TX		
TRANSIT MIX CONCRETE	P O BOX 5187		BEAUMONT	TX	77726
99121053033T	1FUYDCXB2PP431109	2AC253	TX		
99121053033T	1FUYDCXB2PP431109	2AC253	TX		
99121053034T	1FUYDCXB8RP431117	2AC255	TX		
99121053034T	1FUYDCXB8RP431117	2AC255	TX		
99121053035T	1FUYDCXB8RP431118	2AC238	TX		
99121053035T	1FUYDCXB8RP431118	2AC238	TX		
99121053035T	1FUYDCXB8RP431118	2AC238	TX		
99121053036T	1FUYDCXB2YPB83187	R1FZ94	TX		
99121053036T	1FUYDCXB2YPB83187	R1FZ94	TX		
99121053037T	1FUYDCXB6YPB83189	R1FZ95	TX		
99121053037T	1FUYDCXB6YPB83189	R1FZ95	TX		
99121053042T	1FUYDCXB0YPB83186	R1FZ93	TX		
99121053042T	1FUYDCXB0YPB83186	R1FZ93	TX		
99121053046T	1FUYDCXB4YPB83188	R1GB22	TX		
99121053046T	1FUYDCXB4YPB83188	R1GB22	TX		
WILLIAM SAM MANNING	P O BOX 65		NORMANGEE	TX	77871
99120853010T	1XKADR9X4SJ649105	2BY832	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 20 - December 03
1999

A C TRUCKING 99112453095T	2 KATHIE LANE 1FUYDMDB6RH582414	2CC963	LAMPASAS TX	TX	76550
AGGREGATE HAULERS, INC 99112253072T 99112453097T	8901 RAMIREZ LANE 1HSREJXR0FHB24468 1FUYDCYB4RH872753	2DG475 R1DC58	AUSTIN TX TX	TX	78742
AUSTIN LANDSCAPE SUPPLIES 99120253018T	16407 FM 1325 1XP9DB9X9GN204184	2CZ657	AUSTIN TX	TX	78728
BENS SHORT STOP INC 99112253013T	3321 HILLCREST 1XPCD29X3JD254887	2BM239	WACO TX	TX	76708
BILL WIEGHAT, CONTRACTOR 99120153005T	P O BOX 32 JTPCH1043719	2BY760	FLYNN TX	TX	77855
CRENWELGE OIL CO 99120353003T 99120353004T	P O BOX 452 2HSFBDVR0FCA16696 2HSFBJWR3GCA14665	R49601 R49304	FREDRICKSBURG TX TX	TX	78624
CWC 99112253031T	15210 FM 1660 1XP5BB9X0JD262874	2DD119	TAYLOR TX	TX	76574
DON BRYANT 99120153037T	9900 OAKRIDGE CR WACO 1FUYDZYB9RH416718	2CB267	WACO TX	TX	76712
GEORGETOWN TRANSPORTATION INC 99112253054T 99112253055T 99112253056T 99112253060T 99112253061T	P O BOX 1106 1FUYDSEB2PP415778 1XKADR9X6RS622203 1FUYDZYB0RH455228 1FUYDCYB3MH501561 1FUYDSYBXLH381914	P187502 2BB377 R85337 2BF826 2BF715	GEORGETOWN TX TX TX TX TX	TX	78627
GEORGETOWN TRANSPORTATION, INC 99112253039T 99112253040T 99112253041T 99112253042T 99112253043T 99112253044T 99112253045T 99112253046T 99112253047T 99112253048T 99112253049T 99112253050T 99112253051T 99112253052T 99112253053T	PO BOX 1106 2HSFBGVR0FCA14268 1FUYDCYB7MH515432 2HSFBGUR5HC088125 1FUYDSYB0NH522573 1FUYD5YB1KH358973 1FUPACXB5PP420478 1FUYARYB3LH388575 1FUYDSEB3RH462928 1XP9DB9X7EN170467 1FV7D0Y95SP814634 1FUY0CX3M3MP39844 1XKWDB8X4BC192881 1FUPCXYB7TP691391 1XKADR9XXNS566101 1FUYDCYB6KP346748	2BP579 2DD417 2CZ377 2CZ621 2AN668 2CC890 2AB958 2CZ687 2DP903 2DT957 R85457 2CZ363 2DD504 2AC079 2CZ436	GEORGETOWN TX TX TX TX TX TX TX TX TX TX TX TX TX TX TX	TX	78627
H & H WASTE OIL, INC 99113053004T	20909 FM 685 2HSFRAHR7WC055420	2DL755	PFLUGERVILLE TX	TX	78660
J E HARRIS 99112953012T	P O BOX 132 1FUYDCXB3PH499963	2BY796	NORMANGEE TX	TX	77871
K & L TRUCKING 99112453047T	2613 VALLEY FORGE 1FUY3CB9RP459612	2AC369	TEMPLE TX	TX	76504

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 20 - December 03
1999

L H CHANEY MATERIALS INC	P O BOX 1665		ROANOKE	TX	76262
99120153015T	1XKWDR9X0TS716848	R29152	TX		
99120153016T	1XKWD69X7TS719082	R29153	TX		
99120153017T	1XP5D69X0WN463103	R29159	TX		
99120153018T	1XP5D69X2WN463104	R29160	TX		
99120153019T	1XP5D69X9XD491246	R92287	TX		
LAWLER -LEMENS GAS INC	P O BOX 1005		ABILENE	TX	79604
99112253034T	4V1WDBRG6PN655935	R41570	TX		
99112253035T	4V1WDBRG4PN655898	R41571	TX		
99112253036T	4V1WDBRG4PN655853	R41574	TX		
99112253037T	4V1WDBRF5SN682110	R1MG82	TX		
M & M TRUCKING	P O BOX 95		NOVICE	TX	79538
99112453042T	2FUEYSYB8RH763880	R1DL04	TX		
99112453043T	1FUYDCYB6SH834374	R1DL06	TX		
99112453044T	1FUYDCYBXSH834370	R1DL07	TX		
99112453045T	1FUYFXB6RH740093	R1DL05	TX		
MISSION PETROLEUM CARRIERS, IN	P O BOX 87788		HOUSTON	TX	77287
99112453034T	2XKBD99X1SM655716	2DU014	TX		
99112453035T	1XKBD99X2SR685235	2DU015	TX		
OLYMPIC TRANSPORT, INC	PO BOX 22007		HOUSTON	TX	77227
99120153022T	1NKWLB9X9FS324413	2AM789	TX		
Q V SERVICES OF TEXAS	4007 US 77 SOUTH		VICTORIA	TX	77905
99112253020T	1M1AA12Y1VW071870	2DT868	TX		
RAY CRAIN TRUCKING	11410 RICHLAND RD		COUPLAND	TX	78615
99113053018T	1XP5DB9X8LD290795	2CZ571	TX		
ROGER TOTTEN dba T&T TRUCKING	8865 FOX RD		BELTON	TX	76513
99113053027T	1FUYDSEB6PH453766	R1GK66	TX		
SHALLOW FORD CONSTRUCTION CO	P O BOX 3685		TEMPLE	TX	76505
99120353005T	1M2P267Y8VM030396	VJ4583	TX		
99120353006T	1M2P267YXVM030397	TC6362	TX		
STEVE SCHROEDER	P O BOX 554		CHINA SPRING	TX	76633
99120353018T	1FUYDCXB9RH865072	2CC686	TX		
TXI TRANSPORTATION CO	245 WARD RD		MIDLOTHIAN	TX	76065
99112253001T	1XP5DB9X5SD357786	R39792	TX		
99112253002T	1XP5DB9X8SD357782	R39799	TX		
99112253081T	1XPCDE9X9RD345062	2CT662	TX		
WACO TRANSPORT CO	804 RAMBLER # 2		WACO	TX	76710
99112453046T	D2137GGB20765	2CZ201	TX		
YOAKUM GRAIN INC	P O BOX 48		YOAKUM	TX	77995
99112953020T	2HSFHASR5SC026651	2DT513	TX		

AGENDA ITEM # 12

Consider approving sale of the following fixed assets from Information Technology:

Various computer related items with detailed list recorded below.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve sale of fixed assets from Information Technology with detailed listing attached.

Vote: Motion carried 5 - 0

< Clerk copy here >

#12

**Information Technology Services
January 7, 2000**

<u>Item</u>	<u>Fixed Asset ID</u>	<u>Serial Number</u>
ATC Computer	A106088	93001
ATC Computer	A106296	92043
ATC Computer	A106306	92046
QA Systems	A108368	010503
QA Systems		010487
ATC Computer	A108199	92041
ATC Computer	A108325	92042
AST Power Pentium	A108267	USJ3006150
ATC Computer	A108223	92044
Wyse keyboard		
KeyTronics keyboard		J944704196
KeyTronics keyboard	A108369	J944217226
Wyse keyboard	A102658	40F19B06259
Wyse 3216-40 Processor	A102665	15729800126
QA Systems		010504
Wallingford	A105144	096909
Microsoft Mouse		03674411
ICL Processor		001296
Gateway Vivitron Monitor		8697625
Supercom monitor		KN08103
Okidata OL400e printer		312A0127419
Packard Bell 7939 keyboard		743108760
Packard Bell Packmate 27 CPU		84099410459688
UST 486		6001237528
UST 486	A109878	6001237570
CA Computer		5606AM
Magnavox monitor	A109132	11063066
QA Systems	A108067	010139

approved 1-18-00
John C. Doerfler

AGENDA ITEM # 13

Consider approving transfer of the following fixed assets from Task Force to Sheriff's Department:

- (1) 1995 Ford Thunderbird
- (1) 1996 Pontiac Grand Prix

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve transfer of the following fixed assets from Task Force to Sheriff's Department:

- (1) 1995 Ford Thunderbird
- (1) 1996 Pontiac Grand Prix

Vote: Motion carried 5 - 0

< Clerk copy here >

#13

**ED RICHARDS
SHERIFF**



**RICHARD ELLIOTT
CHIEF DEPUTY**

WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

508 S ROCK STREET, GEORGETOWN, TEXAS 78626 • PHONE (512) 943-1300 • FAX 943-1444

January 6, 2000

Honorable Judge John Doerfler
710 Main Street
Georgetown, TX 78626

Dear Judge Doerfler:

Please find attached copies of two letters from the Capitol Area Narcotics Task Force returning two vehicles.

The Sheriff's Department would like to request that these vehicles be transferred to our department for use as undercover vehicles. Please let me know of your decision regarding these vehicles. Thank you for your consideration of this matter.

Sincerely:

Ed Richards

Ed Richards
Sheriff

*approved 1-18-00
John C. Doerfler*

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CAPITOL AREA NARCOTICS TASK FORCE



(512) 759-1000 FAX (512) 759-3263
105 Tradesman Drive, Unit #D • Hutto, Texas 78634



COPY

April 29, 1999

Honorable Judge John Doerfler
Williamson County

Re: Vehicles leased by the Capitol Area Narcotics Task Force

Sir:

The Task Force plans to return two of the vehicles leased from Williamson County -- a 1995 Chevrolet Camaro and a 1995 Ford Thunderbird. The vehicles were paid off in October and September 1998, respectively. We will return the vehicles to the maintenance facility unless otherwise instructed.

If you have questions or would like any additional information, please contact me at the Task Force.

Respectfully,

Rod Davis

COPY

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CAPITOL AREA NARCOTICS TASK FORCE

105 Tradesman Drive, Unit #D

Hutto, Texas 78634

Phone: 512-759-1000

Fax: 512-759-2149

December 15, 1999

Honorable Judge John Doerfler
Williamson County

Re: Vehicles leased from Williamson County by the Capitol Area Narcotics Task Force

Sir:

The Task Force plans to return one of the vehicles leased from Williamson County - a 1996 Pontiac Grand Prix. This vehicle was paid off as of February 1999. The vehicle will be returned to the county maintenance facility no later than December 31, 1999 unless instructed otherwise.

If you have any questions or need any additional information, please let me know.

Respectfully,



Paul Knight
Commander

COPY

Auditor's
Office

AGENDA ITEM # 14

Consider granting preliminary plat approval for Windsor Oaks, a private subdivision.

Judge Doerfler pulled this item from the Consent Agenda for discussion.

County Engineer Joe England advised the proposed subdivision is located near Mankins Crossing.

Commissioner Hays advised this is a lot lay-out and has no involvement with construction or request for variance/s.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To grant preliminary plat approval for Windsor Oaks, a private subdivision.

Vote: Motion carried 5 - 0

AGENDA ITEM # 15

Consider rescinding Agenda Item #10 from meeting of January 11, 2000 (Line item transfer for Constable, Precinct 1).

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve rescinding Agenda Item #10 from meeting of January 11, 2000 (Line item transfer for Constable, Precinct 1).

Vote: Motion carried 5 - 0

Regular Agenda

AGENDA ITEM # 16

Consider granting final plat approval for Cat Hollow, Section C, Multi-Family.

County Engineer Joe England informed the court this proposed subdivision is located within the extra territorial jurisdiction of the City of Round Rock

which has approved and signed the plat. It is located near the intersection of O'Connor Drive and R.M.620. Environmental Services Paulo Pinto has also signed the plat.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To grant final plat approval for Cat Hollow, Section C, Multi Family.

Vote: Motion carried 5 - 0

AGENDA ITEM # 17

Consider approving resolution supporting Avery Ranch Development.

Mr. Robert Wuench advised the necessity for resolutions from Williamson County and the Cities of Cedar Park and Round Rock for February 1, 2000, appearance before the City of Austin Planning and Zoning Commission, and hopefully, before the City of Austin City Council on February 10, 2000.

Mr. Wuench felt a resolution signed by all three (3) entities would indicate regional cooperation. Approximately one hundred seventy (170) acres out of one thousand eight hundred (1,800) acres will be donated for park land with a two hundred (200) acre golf course.

The developer is committed to construction of (4) mile Avery Ranch Boulevard.

Commissioner Heiligenstein discussed Avery Ranch Boulevard absorbing some of the traffic now utilizing Brushy Creek Road - Hairy Man Road (County Road 174).

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve resolution supporting Avery Ranch Development.

Vote: Motion carried 5 - 0

< Clerk copy here >

**THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
THE COUNTY OF WILLIAMSON**

That on this, the 18th day of January, A.D. 2000, the Commissioners Court of Williamson County, Texas, met in duly called Regular Meeting at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge,

Mike Heiligenstein, Commissioner Precinct One,

Greg Boatright, Commissioner Precinct Two,

David Hays, Commissioner Precinct Three, and

Frankie Limmer, Commissioner Precinct Four;

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

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, SUPPORTING THE AVERY RANCH DEVELOPMENT AND ENCOURAGING OTHER GOVERNMENTAL AGENCIES TO SUPPORT THE AVERY RANCH DEVELOPMENT.

WHEREAS, Pebble Creek Joint Venture, Milburn Homes, Bob Wunsch, Trustee, and Rathgeber Investment Company, Ltd ("Landowners") have proposed the development of the property generally known as the Avery Ranch as a large, planned residential community with amenities, a public golf course, and related supporting commercial development and uses, such as retail,

WHEREAS, the proposed development of Avery Ranch includes the construction of a major arterial road, Avery Ranch Boulevard through the creation of a county development district, the cost of which will be borne solely by the Landowners and residents within the Property,

WHEREAS, the proposed development of Avery Ranch also includes construction of a public, daily fee golf course available to all citizens of the region,

WHEREAS, the Avery Ranch development contemplates the construction of a network of hike and bike trails, including trails which may ultimately link the City of Cedar Park and the City of Round Rock;

WHEREAS, the Avery Ranch development will offer a wide range of housing opportunities for citizens of the area consisting of over 4,000 homes,

WHEREAS, the Avery Ranch development will, including the golf course, provide in excess of 200 acres of open space,

WHEREAS, Williamson County will receive the benefit of a major east-west arterial road for traffic circulation and will increase the County's tax base,

WHEREAS, Williamson County residents will be able to play on a daily fee public golf course constructed without utilizing taxpayer dollars and without requiring the removal of property from the County's tax roles;

NOW, THEREFORE, BE IT RESOLVED, that the Court supports the proposed development of Avery Ranch as a large, planned residential community with amenities, a public golf course, schools, and related supporting commercial development and uses, such as retail,

RESOLVED, that this Court has determined the Avery Ranch development will provide benefits to the citizens of Williamson County as described above; and

RESOLVED, the this Court encourages other governments and agencies with jurisdiction over the Avery Ranch project to cooperate with the developers of Avery Ranch and to move quickly to approve the necessary plans and agreements to ensure a long-term, quality development for the benefit of all citizens of Central Texas


JOHN DOERFLER

County Judge, Williamson County

AGENDA ITEM # 18

Discuss and take appropriate action concerning acceptance of street in Saratoga Springs Subdivision in lieu of extended warranty.

Commissioner Boatright advised the hot mix does not meet Williamson County density requirements and a three (3) year maintenance bond will be posted.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To approve Williamson County acceptance of street maintenance in Saratoga Springs Subdivision **upon the condition** a three (3) year maintenance bond is filed with the Williamson County Engineer Joe England by the developer of Saratoga Springs Subdivision.

Vote: Motion carried 4 - 0 with Commissioner Boatright abstaining from the vote with Affidavit of Conflict recorded here.

< Clerk copy here >

Conflict Affidavit

County of Williamson

} **Know All Men By These Present**

State of Texas

That before me, the undersigned Notary Public of Texas, personally appeared Gregory Boatright, who swore or affirmed by personal knowledge that the following statement is true and correct

"(1) I am a local public official, as defined in Chapter 171, Texas Local Government Code, being the Commissioner, Precinct #2 _____ of Williamson County, Texas."

"(2) I have a substantial interest in the following business entity or real property which might be affected by a vote or decision involving it Liberty Excavation

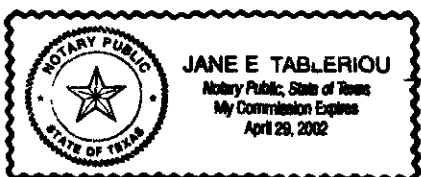
"(3) The nature and extent of my interest is as follows Partner
Conducted Work in
Saratoga Springs Subdivision

"(4) I will therefore abstain from further participation in the matter unless specifically permitted to do so by Chapter 171 of the Texas Local Government Code"


Signature

Greg Boatright
Printed Name and Title
Co. Comm. Pct. 2

Subscribed and sworn to before me on Jan. 24, 2000



Jane E. Tableriou
Notary Public

AGENDA ITEM # 19

Discuss and take appropriate action concerning gated access at Carrington Ranch Subdivision.

Commissioner Boatright advised the developer is requesting approval of a gated community in this subdivision for which Williamson County maintains the streets.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To **disapprove** gated access to Carrington Ranch Subdivision.

Vote: Motion carried 5 - 0

AGENDA ITEM # 20

Discuss and take appropriate action concerning the reimbursement agreement between Austin Jack, L.L.C., Williamson County and the Texas Department of Transportation.

Commissioner Heiligenstein informed the court Austin Jack, L.L.C. would like to modify a portion of the median in the Parmer Lane configuration to two (2) left hand lanes. TxDOT cannot enter into a direct contract relationship with a private entity.

Since Williamson County signed the original Minute Order it will be necessary for Williamson County to sign the agreement.

Moved: Commissioner Boatright

Seconded: Commissioner Limmer

Motion: To approve reimbursement agreement between Austin Jack, L.L.C., Williamson County and the Texas Department of Transportation.

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

< Clerk copy here >

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is made and executed as of the 10th day of January, 2000, by and between **AUSTIN JACK, L.L.C.**, a Delaware limited liability company ("Austin Jack"), and **WILLIAMSON COUNTY**, a political subdivision of the State of Texas, acting by and through its Commissioner's Court (the "County").

WHEREAS, the County previously entered into that certain Advance Funding Agreement, (the "AF Agreement"), with the **STATE OF TEXAS**, acting by and through the Texas Department of Transportation (the "State"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the AF Agreement governs the funding and construction of certain highway improvements to FM 734 and RM 620, as more particularly described therein; and

WHEREAS, the County entered such AF Agreement in the place of Austin Jack pursuant to the State's requirements; and

WHEREAS, Austin Jack is willing, as set forth below, to reimburse the County for any amounts funded under the AF Agreement for the work to be done thereunder.

NOW, THEREFORE, for the good and valuable consideration provided herein, the receipt, adequacy, and sufficiency of which hereby are acknowledged, Austin Jack and the County do agree as follows:

1. Austin Jack agrees (i) to deliver to the County a check made payable to the State for the amounts to be funded under the Payment Provisions of the AF Agreement, and (ii) to reimburse the County for any additional amounts funded by the County under Article 10 thereof. Austin Jack agrees to deliver any other payments to the County within 10 business days after the receipt of notice from the County; provided, that such notice shall include evidence of the payment by the County of the applicable amounts and all correspondence from the State detailing the County's liability for such amounts under the AF Agreement.
2. The County agrees to immediately deliver amounts required under 1(i) above to the State upon receipt from Austin Jack. The County further agrees (i) not to assign, amend, modify or terminate the AF Agreement without the prior written consent of Austin Jack, and (ii) to promptly deliver to Austin Jack any and all notices, instruments or other documents received or obtained in connection with the AF Agreement.

3. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one agreement.
4. All notices, requests, communications and other deliveries required hereunder or in connection herewith shall be addressed to the respective parties at the addresses set forth below.
5. This Agreement shall be governed by and construed under the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

Addresses.

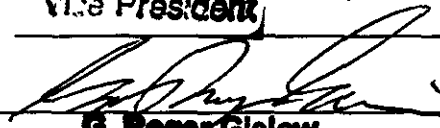
c/o AmberJack, Ltd.
One State Farm Plaza E-10
Bloomington, Illinois 61710-0001
Attn. Mr. John Higgins

AUSTIN JACK:

AUSTIN JACK, L.L.C.,
a Delaware limited liability company

By: AMBERJACK, LTD., an Arizona corporation,
its managing member

By: 
Name: John R. Higgins
Title: Vice President

By: 
Name: G. Roger Gielow
Title: Assistant Secretary

Williamson County
1900 Georgetown Inner Loop
Suite B
Georgetown, Texas 78626
Attn: Director of Roads & Bridges

COUNTY:

WILLIAMSON COUNTY, a political subdivision of
the State of Texas, acting by and through its
Commissioner's Court

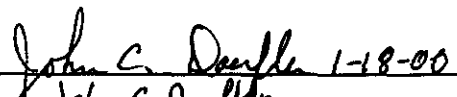
By: 
Name: John C. Doerflinger
Title: County Judge

Exhibit A

Advance Funding Agreement

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

ADVANCE FUNDING AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Williamson County, a political subdivision, acting by and through its Commissioner's Court, hereinafter called the Outside Entity.

WITNESSETH

WHEREAS, Transportation Code §201 et seq. and Transportation Code §221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Commission Minute Order Number 85094 authorizes the State to undertake and complete highway improvements generally described as roadway improvements to FM 734 and RM 620; and,

WHEREAS, the Outside Entity has requested that they be allowed to participate in said improvements by providing the funds required to construct a right turn deceleration lane for southbound FM 734, a left turn lane for northbound FM 734 and a right turn deceleration lane for the eastbound frontage road on RM 620, hereinafter called the Project.

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Private Entity agree as follows:

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

ARTICLE 1. TIME PERIOD COVERED

This agreement becomes effective when signed by the last party whose signature makes the agreement fully executed. The State and the Outside Entity consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated as hereinafter provided.

AGREEMENT

ARTICLE 2. PROJECT FUNDING

If the Project is approved, the State will authorize construction of only those Project items of work which the Outside Entity has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities, attached to and made a part of this agreement.

ARTICLE 3. TERMINATION

This agreement may be terminated before the Project is completed by:

- ♦ mutual written agreement and consent of both parties
- ♦ or, by either party upon the failure of the other party to fulfill the obligations set forth herein
- ♦ or, by the State if it determines that completion of the Project is not in the best interest of the State

If the contract is terminated in accordance with the above provisions, the Outside Entity will be responsible for the payment of all direct and indirect Project costs incurred by the State on behalf of the Outside Entity, up to the time of termination.

ARTICLE 4. RIGHT OF ACCESS

If the Outside Entity is the owner of any part of the Project site, the Outside Entity shall permit the State or its authorized representative access to the site to perform any activities required to complete the work. The Outside Entity will provide for all necessary right-of-way and utility adjustments needed for performance of the work regardless of ownership.

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COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

ARTICLE 5. RESPONSIBILITIES OF THE PARTIES

The Outside Entity acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

ARTICLE 6. SOLE AGREEMENT

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Outside Entity and the State, the latest agreement shall take precedence over the other agreements.

ARTICLE 7. SUCCESSORS AND ASSIGNS

The State and the Outside Entity 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 8. AMENDMENTS

By mutual written consent of the parties, the scope of work and payment provisions of this contract may be amended prior to the expiration of this contract.

ARTICLE 9. INTEREST

The State will not pay interest on funds provided by the Outside Entity. Funds provided by the Outside Entity will be deposited into, and retained in, the State Treasury.

ARTICLE 10. INCREASED COSTS

In the event it is determined that the funding provided by the Outside Entity will be insufficient to cover the State's cost for the requested work, the Outside Entity will pay to the State the additional funding necessary to cover the cost overrun. The State shall send the Outside Entity written notification, stating the amount of funding needed and the reasons for such. The Outside Entity shall submit the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties of this agreement. If the Outside Entity cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 3 - Termination.

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

ARTICLE 11. 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 STATE AND THE OUTSIDE ENTITY have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

By _____ Date _____
 William C. Garbade, P.E.
 Austin District Engineer

THE OUTSIDE ENTITY

Williamson County
 By John C. Doerfler Date 1-18-00
 Typed or Printed Name and Title John C. Doerfler - County Judge
 Attest: Dorothy E. Ruten
 Title: Williamson County Clerk

For the purpose of this agreement, the address of record for each party shall be as shown on the following page

COUNTY : Williamson
CSJ : 3417-02-012 & 0683-01-064
HIGHWAY : FM 734 & RM 620

For the Outside Entity

Williamson County
1900 Inner Loop
Georgetown, Texas 78626

For the Texas Department of Transportation:

William C. Garbade, P.E.
Texas Department of Transportation
Austin District
P. O. Drawer 15426
Austin, Texas 78761-5426

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

ATTACHMENT A

Work Responsibilities and Payment Provisions

1. Project Description

Construction of a right turn deceleration lane for southbound FM 734, a left turn lane for northbound FM 734 and a right turn deceleration lane for the eastbound frontage road on RM 620.

2. Right of Way

If Right of Way is required, the Outside Entity shall prepare right of way maps, property descriptions and other data needed, utilizing all applicable Federal and State laws governing the acquisition policies for acquiring real property. The right of way maps and property descriptions shall be submitted to the State for approval. Tracings of the maps shall be retained by the State for its permanent records.

3. Utility Adjustments/Relocations

If the proposed construction requires the adjustment, removal or relocation of utility facilities, the Outside Entity will establish the necessary utility work and notify the appropriate utility company to design and schedule their adjustments. The Outside Entity shall be responsible for all costs associated with the adjustment not assumed by the utility Company. Removal or relocation of such utility facilities shall be in accordance with applicable State law, regulations, policies and procedures.

4. Environmental

- A. The Outside Entity shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Coordination of the documentation will be through Mr. Mike Walker, TxDOT, 512/832-7168.
- B. To the extent required to complete the Project, the Outside Entity will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project.

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

5. Engineering Services

- A. The Outside Entity shall prepare or cause to be prepared the engineering plans, specifications, and estimates (P.S. & E.) necessary for the development of the Project. The P.S. & E. shall be prepared in accordance with all applicable State and Federal guidelines.
- B. The Engineering plans shall be developed in accordance with the Highway Design Division Operations and Procedures Manual, the 1993 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the Texas Accessibility Standards.
- C. The Outside Entity shall submit the completed P.S. & E. to the State for review and approval, three (3) months prior to the anticipated bid opening date. Should the State determine that revisions are required to the documents, the Outside Entity shall make the necessary revisions, prior to the State's bid opening date.

6. Construction Responsibilities

- A. After approval of the P.S. & E., the State shall advertise for construction bids, issue bid proposals, receive and tabulate bids and award/reject a contract for construction of the Project.
- B. The State shall supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved P.S. & E.

7. Maintenance Responsibilities

Upon completion of the Project, the State shall assume responsibility for the maintenance of the completed facility.

COUNTY : Williamson
 CSI : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

PAYMENT PROVISIONS

The Outside Entity's cost for the work will be based on an actual cost agreement, estimated to be \$137,908.75. This amount includes the estimated construction costs plus 100% of the construction engineering, TxDOT design review/coordination, bid letting and indirect costs at the rate in effect for the year in which the work will be performed.

Two (2) executed original agreements and a check in the amount of \$137,908.75 will be transmitted by the Outside Entity to the State prior to TxDOT participation.

Any additional costs required to complete the project will be requested from the Outside Entity after the project is completed and a State audit has been performed. Determined costs due to the Outside Entity will be returned promptly.

COST BREAKDOWN:

Bid Items & Construction Engineering Costs		\$111,417.00
Construction Engineering Costs (11% of Bid Items)		\$ 12,255.87
Estimated TxDOT Review Costs		\$ 2,000.00
Estimated Bid Letting Costs		<u>\$ 1,000.00</u>
	Sub-Total	\$126,672.87
Indirect Costs (8.97%)		<u>\$ 11,235.88</u>
	Total	\$137,908.75

AGENDA ITEM # 21

*

Consider making appointment to the Water Visionary Committee.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To appoint Phil Coffin to the Water Visionary Committee.

Vote: Motion carried 5 - 0

AGENDA ITEM # 22

Hear report on courthouse restoration grant.

Eleven Thirteen Architects Pete McRay and Karalei Nunn distributed information outlining the existing condition of the building with proposed scope of work to be accomplished. January 31, 2000, is deadline for Submission to THC (Texas Historical Commission).

The application process begins in February, 2000, and the court members will be asked to furnish letters supporting the application.

The exterior work includes the dome, replacing missing mortar and refinishing the windows.

Further discussion of the interior requiring changes to comply with code as well as space planning, time line, records retention and retrieval systems and security.

Judge Doerfler advised the proposed work would require at least three (3) years. Discussed was relocation of County Clerk to Justice Center, Community Supervision and Corrections to new facility, County Tax Assessor/Collector to remote location, construction of restrooms and restoration old 26th Judicial District Courtroom to the original design.

AGENDA ITEM # 23

*

Consider authorizing advertising and setting date to advertise for agricultural lease for land in Taylor.

Moved: Judge Doerfler

Seconded: Commissioner Limmer

Motion: To approve County Auditor advertising 10 o'clock a.m. on Tuesday, February 15, 2000, to receive bids for agricultural lease of park land in Taylor.

Vote: Motion carried 4 - 1 with Commissioner Heiligenstein voting against the motion.

AGENDA ITEM # 24

Consider approving intergovernmental agreement with Milam County for Unified Road Department to sell scrap bridge beams.

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To approve intergovernmental agreement with Milam County for Unified Road Department to sell scrap bridge beams.

Vote: Motion carried 5 - 0

< Clerk copy here >

INTERGOVERNMENTAL AGREEMENT

The County of Milam, in the State of Texas, wishes to enter into an Intergovernmental Agreement with Williamson County Road and Bridge to purchase several scrap bridge beams.

The County of Milam agrees to reimburse Williamson County for eleven 40' scrap bridge beams at \$4 00 per linear foot The total reimbursement to Williamson County shall be \$1,760.00.

Dated this 31ST day of DECEMBER, 1999.



Berk Bauerschlag, Commissioner
Milam County, Pct. 4

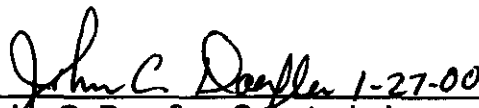


Frankie Limmer, Commissioner
Williamson County, Pct. 4



Greg Bergeron, Road Administrator
Williamson County

Approved by the Williamson County Commissioner's Court on 18TH day of January, 2000.



John C. Doerfler, County Judge
Williamson County

AGENDA ITEM # 25

Consider approving jail operations contract between Corrections Corporation of America and Williamson County for the T. Don Hutto facility in Taylor.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve contract between Corrections Corporation of America and Williamson County for the T. Don Hutto facility in Taylor.

Vote: Motion carried 5 - 0

< Clerk copy here >

MANAGEMENT SERVICES CONTRACT

BETWEEN

WILLIAMSON COUNTY, TEXAS

AND

CORRECTIONS CORPORATION OF AMERICA

THIS CONTRACT made and entered into by and between **WILLIAMSON COUNTY, TEXAS ("THE COUNTY")** a political subdivision of the State of Texas and **CORRECTIONS CORPORATION OF AMERICA ("CONTRACTOR")** a Tennessee Corporation with its principal offices located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement

WITNESSETH:

WHEREAS, pursuant to Texas Local Government Code Annotated § 351-101, et seq., the County is authorized to enter into this contract with a private vendor;

WHEREAS, the County has agreed to enter into certain contractual agreements with governmental entities (hereinafter referred to as "Agreements") with terms and conditions agreeable to the County and Contractor to provide space and services for persons in the custody of those entities;

WHEREAS, Contractor has available a secure correctional facility and the capability of providing space and services desired by the County and to meet the requirements of the Agreements;

WHEREAS, the County desires bed space and services for a certain number of persons incarcerated by the County;

WHEREAS, the County desires Contractor to provide the space and services required by the County and the Agreements;

WHEREAS, the County and Contractor are in compliance with the requirements of Texas Local Government Code Annotated § 351-101, et seq.,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and Contractor hereby agree as follows:

DEFINITIONS

ACA - means the American Correctional Association.

ACA Standards - means the ACA Standards for Adult Correctional Institutions, Third Edition, March 1991.

Additional Services - means those additional operation and management services required to be furnished by Contractor pursuant to changes in or interpretations of ACA Standards or federal, state, local laws, regulations, ordinances, policies or court orders generally applicable to the management of the Facility from those in effect as of the effective date of this Contract and which cause an increase in the cost of operating and managing the Facility

Contract Monitor - means the Sheriff and/or the Sheriff's designee who will be the official liaison between the County and Contractor on all matters pertaining to the operation and management services of the Facility.

Facility - means the existing multi-custody level correctional facility located in Taylor, Texas.

For Cause - means failure by either party to meet provisions of the Contract when such failure seriously affects the operation of the Facility or failure of Contractor to meet minimum standards of incarceration as specified herein.

Force Majeure - means the failure of performance of any of the terms and conditions of this Contract resulting from acts of God, acts of public enemies, orders of any kind of the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority.

Inmate - means any person housed at the Facility by Williamson County, other than those incarcerated pursuant to an Agreement, and also meaning Williamson County Inmates.

Inmate Day - means each calendar day during which an Inmate is assigned to the Facility for any portion of such day and shall be the basis for billing.

Non-County Inmate - means any Inmate incarcerated at the Facility pursuant to an Agreement.

Service Commencement Date - means the date on which Contractor will begin management services at the Facility pursuant to this Contract, which will be 12:01 AM, January 22, 2000.

Standards - means ACA Standards, applicable federal, state and local laws, applicable court orders and Standards of the Texas Commission on Jails and Texas Local Government Code Annotated § 351-101.

SECTION ONE TERM OF THE CONTRACT

Section 1.1 Term. The term of this Contract will be for a period of three (3) years commencing at 12:01 AM on January 22, 2000 and terminating 12:00 PM January 21, 2003 unless earlier terminated pursuant to Section 8.6 Termination Due to Unavailability of Funds or Section 8.7 Termination. This Contract may be renewed for successive two (2) year terms upon mutual agreement of the parties.

SECTION TWO SCOPE OF WORK

Section 2.1 Purpose. The purpose of this Contract is to establish the terms and conditions under which Contractor will provide services, commencing on the Service Commencement Date, to the County for Inmates incarcerated at the Facility and to meet the requirements of the Agreements

Section 2.2 Williamson County Inmates. Contractor will provide services for up to two hundred (200) Inmates. Upon mutual agreement of the parties, services may be provided for additional Inmates with the per diem as set forth herein. The Inmates will be housed separately from Non-County Inmates

Section 2.2.1 Services. Contractor will provide the following services, in accordance with the Standards, for Williamson County Inmates incarcerated at the Facility:

- (a) Access to Courts,
- (b) Laundry;
- (c) Commissary;
- (d) Mail;
- (e) Religion;
- (f) Supplies, as determined by Contractor to include general hygiene items, office supplies and building support items such as cleaning supplies, mops, buckets, linens, towels, clothing, etc ,
- (g) Grievance Procedure,
- (h) Volunteer Program;

- (i) Visitation Program;
- (j) Food Service;
- (k) Recreation Program;
- (l) Medical, dental (based on routine, preventive care), pharmaceuticals and psychological services that can be provided within the Facility. The County will be responsible for the cost of all other medical care to include, but not limited to hospitalization, specialist services and security during hospitalization. Contractor will provide security during hospitalization, at the rate of a correctional officer's salary pro rated to an average hourly rate, unless the County specifically notifies CCA and assumes responsibility for the provision of security,
- (m) Transportation services at a rate of \$.50 per mile; and
- (n) Other services as may be required by ACA Standards or the Texas Commission on Jail Standards

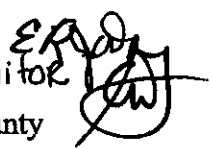
Contractor will invoice the County for medical and transportation costs allowed herein pursuant to the procedures set out in Section 5. Compensation.

Section 2.2.2 Good Time and Sentence Calculations. Contractor will provide specific information to the County for the following:

- (a) Information as to performance and behavior for the award or forfeiture of good time for Williamson County Inmates with the final decision as to award or forfeiture resting with the County; and
- (b) Essential data and information relating to computation for Williamson County Inmates with the final decision with respect to sentence computation resting with the County.

Section 2.3 Non-County Inmates The County, subject to the County Commissioners Court approval, may enter into Agreements with entities for housing and services for inmates incarcerated by said entities. Contractor will provide services that meet the requirements of the Agreements, the terms and conditions of which are hereby incorporated by reference into this Contract and shall govern the further obligations of Contractor as these Non-County Inmates.

Each and every such Agreement shall be reviewed and approved by the Contractor and the Williamson County Contract Monitor, County Attorney and Commissioners' Court. No Agreement shall be entered into or approved without the full, complete and total indemnification by Contractor, for its actions, of Williamson County and its elected officials, department heads and other employees. This indemnification shall include all cost of legal representation and should Williamson County be obligated to perform or pay, any claim because of its execution of any such Agreement, Contractor shall pay such cost.

and Williamson County Contract Monitor 

Prior to receipt of Non-County Inmates, Contractor will review the record of Non-County Inmates, to include the medical record. Only those Non-County Inmates who are classified medium security or lower, who do not have a record of institutional violence or escape or attempted escape from secure custody and who have been screened for tuberculosis will be accepted

SECTION THREE OPERATION

Section 3.1 Safety and Emergency Procedures. Contractor will develop an emergency plan to provide for emergencies such as labor disputes, riots, fire and civil disaster and to include coordination of law enforcement and their assistance in such occurrences. Said Plan will be submitted to the County prior to the Service Commencement Date and thereafter may be modified by the mutual agreement of the Warden and Contract Monitor, such agreement to not be unreasonably withheld

Contractor will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with the Standards

Section 3.2 Accreditation. Contractor will maintain ACA accreditation unless such cannot be maintained due to Contractor complying with specific County requirements or Texas statutory requirements. In that event, Contractor will not be in default of this provision.

Section 3.3 Security and Control Contractor will provide security and control in accordance with the Standards.

Section 3.4 Use of Force. Contractor employees will be allowed to use force in accordance with the Standards.

SECTION FOUR EMPLOYEES

Section 4.1 Independent Contractor. Contractor is associated with the County only for the purposes and to the extent set forth in this Contract. With respect to the performance of the management services set out herein, Contractor is and will be an independent contractor and, subject to the terms of this Contract, will have the sole right to manage, control, operate and direct the performance of the details of its duties under this Contract. The Contractor's agents and employees will not accrue leave, retirement, insurance, bonding, use of County vehicles or any other benefit afforded to the employees of the County as a result of this Contract. Contractor, its agents and employees will not be considered agents or employees of the County.

Section 4.2 Personnel. Contractor will provide personnel, in accordance with the Standards, to deliver twenty-four (24) hour care and supervision to inmates, as well as administrative and support service personnel for the overall operation of the Facility.

Prior to employment with Contractor, applicants will be subjected to a thorough background check, including criminal, medical, psychological and employment history.

Section 4.3 Training-Certification. Contractor will provide an orientation program for all employees and training hours in compliance with the Standards.

Section 4.4 Use of Local Disadvantaged Businesses. Contractor will use its best efforts to utilize local disadvantaged businesses as such are defined in Texas Loc Gov't. Code An. § 351.1035. The County will make available a list and any updates of such businesses.

SECTION FIVE COMPENSATION AND ADJUSTMENTS

Section 5.1 Compensation. The County will pay Contractor compensation for operation of the Facility as follows:

(a)	Inmates 1 - 100	Inmates 101 - 200
	Year 1: \$37.86	\$48.67
	Year 2: \$39.19	\$50.37
	Year 3 \$40.56	\$52.13

- (b) For Agreements entered into by the County, pursuant to Section 2.3 Non-County Inmates, the County will remit to Contractor all funds received by the County pursuant to the Agreements except a monthly administrative fee of \$2,185.45, said amount to be increased by three percent (3%) each year on the anniversary of the Service Commencement Date. An additional fee of \$1.00 per Inmate Day will be paid for those inmates housed pursuant to the 1990 IGA Agreement between the County and the U.S. Marshals Service and will be added to the monthly administration fee. This additional fee will not be applicable until the effective date of an increase in the current per diem rate of the 1990 IGA. This \$1.00 per Inmate Day fee is not subject to the three percent (3%) annual increase.

Section 5.2 Payment Procedures. Within the first seven (7) days of each month, Contractor will submit a monthly invoice to the County as to the per diem amounts due and any medical and transportation costs due pursuant to Section 2.2.1 Services, subsections (l) and (m). Within twenty-one days of receipt of the County Inmate invoice, the County will pay the invoice. However, for Non-County Inmates, the County will pay the Non-County invoices within seven (7) days of receipt of funds. If the amounts to be paid to Contractor

are disputed, then the County will pay such amounts as are not in dispute and will advise Contractor of the basis for the dispute on or before the date the invoice is payable. If the parties cannot resolve the dispute within thirty (30) days of such advice, either party may initiate resolution pursuant to Section 11.6 Disputes.

The County will be entitled to reasonable documentation from the Contractor in order to justify reimbursement of cost and compensation due the Contractor under this Agreement

Section 5.3 Assessment of Interest. Any amount owed to Contractor more than one (1) day beyond the date such amount is due hereunder will accrue interest each day that such amount is not paid at the lesser of the following rates:

- (a) An annual rate equal to twelve percent (12%) per annum; or
- (b) The rate permitted by applicable general law, provided, however, that this provision will not excuse failure by the County to make payment in strict accordance with this Contract.

Section 5.4 Adjustments to Compensation If there are Additional Services requested by the County, Contractor will be granted a price increase, after providing documentation of such to the County, sufficient to offset the cost of such Additional Services retroactive to the date such costs were first incurred provided the County agrees with the documentation presented by the Contractor. In the event of a dispute as to a price increase, the parties will seek resolution pursuant to Section 11.6 Disputes.

SECTION SIX INSURANCE

Section 6.1 Insurance. Contractor will provide general liability insurance coverage as may be required by law with minimum limits of Ten Million Dollars (\$10,000,000), including contractual liability endorsement with specific reference to this Agreement (i) for all claims, including claims based on violation of civil rights arising from Contractor's performance of services hereunder; and (ii) to protect the County against actions by a third party for Contractor's performance of services

Section 6.2 Workers' Compensation and Unemployment Insurance Compensation. Contractor will maintain workers' compensation insurance coverage, with minimum limits of Five Hundred Thousand Dollars (\$500,000) for employer's liability and statutory limits for all other exposures.

Section 6.3 Automobile Insurance. Contractor will maintain insurance for vehicles in an amount not less than the One Million Dollars (\$1,000,000) for each occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

Section 6.4 Property Insurance. Contractor will maintain insurance coverage on the Facility.

Section 6.5 Certificate of Insurance and Cancellation. During the performance of the management services hereunder, Contractor will maintain the plan of insurance and submit a Certificate of Insurance to the County for the mutual protection and benefit of it and the County naming the County as additional 'insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from Contractor's operation and management services hereunder, whether same be by Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The County will be notified at least thirty (30) days 'in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to the County at least fifteen (15) days prior to coverage renewal.

SECTION SEVEN INDEMNIFICATION

Section 7.1 Indemnification Contractor will indemnify, defend and hold harmless the County from and against any and all suits, actions, claims (including, without limitation, claims and actions for alleged violations of civil and constitutional rights), demands, expenses, (including legal fees and disbursements), liabilities or judgments, collectively, ("Indemnified Amounts"), arising out of or in connection with acts or omissions on the part of Contractor or its respective officers, agents, subsidiaries, subcontractors or employees 'in connection with the management and operational services provided herein and will pay all costs, disbursements, reasonable attorneys' fees, expenses and liabilities incurred in connection with such Indemnified Amounts. Nothing herein is intended to deprive the County, Contractor or any of their officers, agents, subsidiaries, subcontractors or employees of the benefits of any law limiting exposure to liability or setting a ceiling on damages, or both, or of any law establishing a defense to any claim asserted against any of them.

Contractor will not waive, release or otherwise forfeit any possible defense the County may have regarding claims from, or made in connection with, the operation of the jail by Contractor without the consent of the County. Contractor will preserve all such available defenses and cooperate with the County to make such defenses available to them to the maximum extent allowed by law.

Section 7.2 Post Conviction Actions Confinement by Contractor will not deprive any Inmate of any legal right which he would have if confined in the State. Contractor will not be responsible for defense of any post conviction action, including appeals and writs of

habeas corpus, by any Inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.3 Defense/Immunity. By entering into the Contract, the Contractor does not waive any immunity defense nor does Contractor waive any immunity that may be extended to it by operation of law including limitation of damages.

Section 7.4 Notice of Claims. Within fifteen (15) working days after receipt of a summons in any action by the County, or of any agent, employee or officer thereof, or within fifteen (15) days of receipt by the County or of any agent, employee or officer thereof, of notice of claims, the County or any agent, employee or officer, will notify Contractor in writing of the commencement thereof. The notice requirement is intended to ensure that Contractor's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements can result in Contractor's refusal to indemnify the County, or any agent, employee or officer if such failure to notify results in a prejudice to Contractor, the County, or any agent, employee or officer. Contractor will provide the County similar notice of claims.

Section 7.5 Prior Occurrences Contractor will not be responsible for any losses or costs resulting from litigation pending at the time this Contract is effective or for lawsuits arising thereafter relating to events or conditions that occurred or existed prior to the effective date of the Contract. Contractor agrees to, cooperate with the County in defense of these suits.

SECTION EIGHT DEFAULT AND TERMINATION

Section 8.1 County Default Each of the following will constitute an Event of Default on the part of the County

- (a) **Non-Payment.** Failure by the County to make payments to Contractor under this Contract within thirty (30) days after such payment is due, except for such payments as may be the subject of a valid dispute between the parties and said dispute is being actively negotiated or attempted to be resolved
- (b) **Material Breach.** Except for the obligation to make payments to Contractor, the persistent or repeated failure or refusal by the County to substantially fulfill any of its obligations under this Contract, unless justified by Force Majeure or by Contractor's default

Section 8.2 Contractor Default. An Event of Default on the part of Contractor will be a Material Breach, defined as the failure of Contractor to comply with any of the terms and conditions of this Contract

Section 8.3 Notice of Breach. No breach of this Contract on the part of either party will constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a default or defaults exist(s) which, unless corrected or timely cured, will constitute a material breach of this Contract on the part of the party against which a breach is asserted.

Section 8.4 Time to Cure. If any material breach of this Contract by either party is not cured more than thirty (30) days after written notice thereof by the party asserting the breach, such condition will be an Event of Default, provided, however, if, within thirty (30) days after such notice, a substantial good faith effort to cure said breach has been - undertaken by the party against which the breach has been asserted, said breach will not be an Event of Default if it is cured within a reasonable time thereafter.

If the breach cannot be cured within thirty (30) days after notice and such breach can be cured through an on-going effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following notice of the breach, submit a plan for curing the breach within a reasonable period of time, not to exceed six (6) months, unless extended by the non-breaching party. If the plan is approved by the non-breaching party, such approval is not to be unreasonably withheld, the non-breaching party will not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan.

Notwithstanding the above, should any material breach of the contract result in a threat to the health, safety and welfare of the general public, either party may declare the other in default of the agreement and exercise their rights hereunder without the requirements of the Notice and Time to Cure provisions contained herein.

Section 8.5 Remedy. Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy, it may have a law or in equity, including but not limited to:

- (a) reducing its claim to judgment,
- (b) specific performance;
- (c) taking action to cure the Event of Default, and
- (d) termination of this Contract.

Section 8.6 Termination Due to Unavailability of Funds. The payment of money by the County as to Williamson County Inmates is contingent upon the availability of funds appropriated to pay the sums pursuant to this Contract. In the event funds for this Contract become unavailable due to non-appropriation, the County will have the right to terminate this Contract without penalty

Section 8.7 Termination. Either party may terminate this Contract by giving written notice ninety (90) days prior to the effective date of termination. It is the intent of the parties that negotiations with respect to an option to renew this Agreement will begin no later than six (6) months prior to the termination date of the third year, and that said negotiations will terminate no later than three (3) months prior to the end of the Contract term, unless such dates are extended by mutual agreement of the parties.

Section 8.8 Force Majeure. The failure of performance of any of the terms and conditions of this Contract resulting from Force Majeure will not be a breach or an Event of Default pursuant hereto.

Section 8.9 Waiver. No waiver of any breach of any of the terms or conditions of this Contract will be held to be a waiver of any other or subsequent breach, nor will any waiver be valid or binding unless the same will be in writing and signed by the party alleged to have granted the waiver.

SECTION NINE CONTRACT MONITOR

Section 9.1 Contract Monitor The Contract Monitor will be responsible for monitoring compliance by Contractor with the terms of the Contract and will have access at all times and all areas of the Facility. The Contract Monitor will have office space at the Facility reasonably necessary to perform the functions required pursuant to this Contract. Contractor will reimburse the County for Contract Monitor services in the amount of \$39,338.17 per year payable in twelve (12) equal payments of \$3,278.18 with said amount to be deducted from Contractor's monthly billing. The amount payable will be increased by three percent (3%) each year on the anniversary of the Service Commencement Date with monthly deductions adjusted accordingly.

SECTION TEN RECORDS/REPORTS

Section 10.1 Inmate Records. Contractor will establish and operate a record and report system that is consistent with applicable Standards. Upon termination of a Williamson County Inmate's confinement, Contractor will forward that Inmate's records to the Contract Monitor. Contractor will retain public information which can identify the former Inmate, copies of any research data which has been depersonalized and copies of reports generated by Contractor.

Section 10.2 Criminal History Records.

- (a) To assist Contractor, the County will provide, to the extent allowed by law and at no cost to Contractor, copies of the NCIC and/or FBI criminal history records for each Williamson County Inmate housed at the Facility
- (b) If requested by Contractor and legally permissible, the County will provide these records for each job applicant whom Contractor considers to hire.

**SECTION ELEVEN
MISCELLANEOUS PROVISIONS**

Section 11.1 Binding Nature. This Contract will not be binding upon the parties until it is approved and executed by both parties

Section 11.2 Invalidity and Severability. In the event that any provision of this Contract will be held to be invalid, such provision will be null and void, the validity of the remaining provisions of the Contract will not in any way be affected thereby.

Section 11.3 Counterparts. This Contract may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will constitute one Contract, notwithstanding, that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart will be deemed to be a signature too and may be appended to any other counterpart.

Section 11.4 Interpretation. The headings contained in this Contract are for reference purposes only and will not affect the meaning or interpretation of this Contract.

Section 11.5 Terminology and Definitions. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, will include all other genders; the singular will include the plural and the plural will include the singular.

Section 11.6 Disputes. Any issue of dispute between the parties concerning any and all matters related to this Contract will be resolved as follows:

- (a) Step 1: Negotiation in good faith by the parties with said negotiation period not to exceed thirty (30) days from the date notice is given by the party desiring negotiation unless a longer period is mutually agreed to by the parties. If negotiation does not result in a resolution, the parties may proceed to Step 2 set out herein.

- (b) **Step 2: Non-binding Mediation:** The parties will seek mediation by a certified circuit court civil mediator who will be agreed, to by the parties or, if the parties cannot agree to a mediator within thirty (30) days of the decision to seek mediation, said mediator will be chosen by the party seeking mediation. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.
- (c) **Step 3:** The parties may seek resolution of the dispute through any actions available in a court of competent jurisdiction

Section 11.7 Venue. The Contract will be interpreted by the laws of the State of Texas and Williamson County will be the venue in the event any action is filed to enforce or interpret provisions of this Contract.

Section 11.8 Notices.

Addresses: All notices will be sent certified mail, return receipt to:

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

Contractor: Facility Administrator
T. Don Hutto Correctional Center
1001 Welch Street
Taylor, Texas 76574

and

Vice President/Legal Affairs
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Section 11.9 Non-Discrimination. Contractor is an Equal Opportunity Employer. If this Contract is subject to Executive Order 11246, as amended, a copy of the Federal Contract Supplement is made a part hereof To the extent required by applicable laws and regulations, this Contract also includes and is subject to Executive Order 11738 requiring certification of compliance with environmental regulations and to the affirmative action clauses concerning Disabled Veterans of the Vietnam Era (41 CFR 60-250) and employment of the Handicapped (41 CFR 60-741), and the appropriate clauses are either attached hereto or incorporated herein by reference

Section 11.10 Third Party Rights. The provisions of this Contract are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person.

Section 11.11 Assignment/Facility Ownership. This Contract may be assigned by either party only with the prior written consent of the other party. If CCA is the assigning party, then it will assign this Contract only to an entity with similar and/or like qualification, experience and resources; and the terms and conditions of this Contract may be subject to re-negotiation by either party. In the event there is a change in ownership of the Facility, Contractor will notify the County.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Contract as of the date first above written.

COUNTY COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

BY: John C. Daehler 1-18-00

Jane E. Tobler
ATTEST:

SHERIFF OF WILLIAMSON COUNTY, TEXAS

BY: Ed Richards

Pamela J. Masters
ATTEST

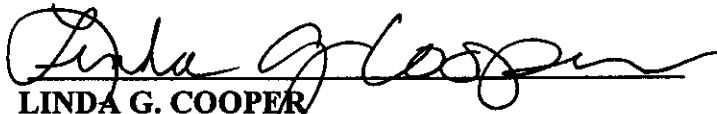
REVIEWED BY: [Signature]

BY: [Signature]
COUNTY ATTORNEY

CORRECTIONS CORPORATION OF AMERICA

BY: 
J. MICHAEL QUINLAN, PRESIDENT

REVIEWED BY:


LINDA G. COOPER
VICE PRESIDENT, LEGAL AFFAIRS


TODD MULLENGER
VICE PRESIDENT, FINANCE
Contract WilliamsonCounty

AGENDA ITEM # 26

Consider approving resolution for WBCO supporting Emergency Grants Shelter Program.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve resolution for WBCO supporting Emergency Grants Shelter Program.

Vote: Motion carried 5 - 0

< Clerk copy here >

Attachment B

**CERTIFICATION OF LOCAL GOVERNMENT
APPROVAL OF ESGP APPLICATION FOR
PRIVATE NONPROFIT ORGANIZATION***

I, John C. Doerfler, County Judge
(Type Name and Title)

duly authorized to act on behalf of Williamson County
(City or County)

hereby approve the Emergency Shelter Grants Program project application submitted

to the Texas Department of Housing and Community Affairs by

Williamson-Burnet County Opportunities, Inc.
(Name Of Private Nonprofit Organization)

and certify that the application activities are to be located in the city or county named above

John C. Doerfler
(Signature)

1-18-00
(Date)

- * The State of Texas will distribute ESGP funds to private nonprofit organizations only of the unit of general local government (any city or county) in which the proposed activities are to be located certifies that it approves the subject.

AGENDA ITEM # 27

Consider approving second half payment to Clearwater Research for health committee study.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve payment of \$4,892.00 from tobacco funds to Clearwater Research for health committee study.

Vote: Motion carried 5 - 0

< Clerk copy here >



Clearwater
Research, Inc.

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>

PROJECT INVOICE # 7-573-02

DATE OF INVOICE: October 29, 1999

COMPANY: Williamson counties and Cities
Health district

BILLING ADDRESS:

100 W. 3rd Street
Georgetown, TX 78626

PROJECT TITLE: Williamson County Wave 2

WORK COMPLETED THROUGH: Final Payment. Study start-up date 8/26/99
P.O. #

CONTACT: Karen Wilson
WCCHD Director

PHONE: 512-930-4387

FAX: 512-930-4017

E-MAIL:

JOB: 5-573

PROJECT DESCRIPTION: 1000 Williamson County BRFS
Interviews Project Complete

\$32,784.00

Project Costs for:

Add for:

Less for:

RECEIVED

NOV 1 1999

TOTAL PROJECT COSTS

WILLIAMSON COUNTY
HEALTH DISTRICT

\$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.

*Approved 11-18-00
John C. Daehler
out of Tobacco money
Thyke*

Please make check payable to:

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

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

AGENDA ITEM # 28

Consider designating which appointed commissioners of the Williamson County Emergency Service District #3 will serve a two (2) year term and which will serve a three (3) year term.

Moved: Judge Doerfler

Seconded: Commissioner Limmer

Motion: To appoint Jonathon Fritz, Joanie Clark and John Coates for three (3) year terms and Paul Boedeker and Vic Stern for two (2) year terms to the Williamson County Emergency Service District #3.

Vote: Motion carried 5 - 0

AGENDA ITEM # 29

Discuss and take appropriate action on report from space needs assessment committee.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To table this item for one week.

Vote: Motion carried 5 - 0

AGENDA ITEM # 30

Receipt of bids related to \$22,500,000 Williamson County, Texas Combination Tax and revenue Certificate of Obligation, Series 2000.

First Southwest Company Dan Wegmiller informed the court Moody's Report assigned Aa2 bond rating to Williamson County which is a ``slight up'' from the former AA bond rating.

Bids were received from:

Dean Witter Reynolds	5.9255%
J.C. Bradford & Company	5.9492%
Wachovia Securities, Inc.	5.968%
ABN Amro, Inc.	5.9932%
Morgan Keegan & Company	6.0332%
First Southwest Company	6.042613%
Merrill Lynch & Company	6.044181%

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