

Consider approving a line item transfer for Communications:

from: 0100-0581-005730 Radio Equipment 500.00
 to: 0100-0581-003003 Radio Equipment 500.00

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve a line item transfer for Communications:

from: 0100-0581-005730 Radio Equipment 500.00
 to: 0100-0581-003003 Radio Equipment 500.00

Vote: 5 - 0

<Clerk copy here>

ORDER APPROVING A LINE ITEM TRANSFER FOR

100 581 Genira 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 4 day of April, 1998, 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

01.0100.0581.005730\$500⁰⁰

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:
 LINE ITEM # DESCRIPTION

AMOUNT

01.0100.0581.003003\$500⁰⁰

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 4-4-00
 John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
 Nancy Rister, County Clerk

AGENDA ITEM #8

095

Consider approving a line item transfer for District Clerk:

from: 0100-0450-004350 Printed Forms 1,000.00
to: 0100-0450-003100 Office Supplies 1,000.00

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve a line item transfer for District Clerk:

from: 0100-0450-004350 Printed Forms 1,000.00
to: 0100-0450-003100 Office Supplies 1,000.00

Vote: 5 - 0

<Clerk copy here>

8

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>GENERAL</u>	<u>DISTRICT CLERK</u>	<u>SIGNATURE</u>
FUND	DEPARTMENT	

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 4 day of April, 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
0100-0450-004350	PRINTED FORMS/BOOKS/BINDERS	\$1,000.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0100-0450-003100	OFFICE SUPPLIES	\$1,000.00

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.

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

John C. Doerfler 4-4-00
John C. Doerfler, County Judge

Consider approving a line item transfer for County Attorney:

from: 0100-0475-005750 Furniture/Equipment 643.76
 0100-0475-003100 Office Supplies 195.22
 to: 0100-0475-003006 Office Supplies 838.98

Moved: **Commissioner Heiligenstein**Seconded: **Judge Doerfler**

Motion: To approve a line item transfer for District Clerk:

from: 0100-0475-005750 Furniture/Equipment 643.76
 0100-0475-003100 Office Supplies 195.22
 to: 0100-0475-003006 Office Supplies 838.98

Vote: 5 - 0

<Clerk copy here>

ORDER APPROVING A LINE ITEM TRANSFER FOR

0100 0475 [Signature]
 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 4 day of April, 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
01.0100.0475.005750		643.76
01.0100.0475.003100		195.22

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
01.0100.0475.003006		838.98

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.

ATTEST:

Nancy Rister, County Clerk

John C. Doerfler 4-4-00
 John C. Doerfler, County Judge

AGENDA ITEM #10

T 097

Consider approving a line item transfer for URS:

from:	0200-0210-004620	Furniture Rental	5,000.00
to:	0200-0210-004209	Cellular Phone	5,000.00

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion To approve a line item transfer for URS:

from:	0200-0210-004620	Furniture Rental	5,000.00
to:	0200-0210-004209	Cellular Phone	5,000.00

Vote: 5 - 0

<Clerk copy here>

AGENDA ITEM #11

099

Consider approving a line item transfer for Payroll/Benefits:

from:	0885-0886-004998	Contingencies	8,500.00
to:	0885-0886-003800	Hepatitis B Program	7,500.00
	0885-0886-004059	Admin. Cost, Flex	1,000.00

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a line item transfer for Payroll/Benefits:

from:	0885-0886-004998	Contingencies	8,500.00
to:	0885-0886-003800	Hepatitis B Program	7,500.00
	0885-0886-004059	Admin. Cost, Flex	1,000.00

Vote: 5 - 0

<Clerk copy here>

ORDER APPROVING A LINE ITEM TRANSFER FOR

885 886 - Payroll & Benefits Lisa R. Zinkle
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 4 day of April, 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
0885-0886-00498	Contingencies	\$ 7,500 ⁰⁰

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0885-0886-003800	Hepatitis B Program - Employees	\$ 7,500 ⁰⁰

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

John C. Doerfler 4-4-00
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

ORDER APPROVING A LINE ITEM TRANSFER FOR

885

FUND

886 - Payroll & Benefits

DEPARTMENT

Lisa R. Zinke

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 4 day of April, 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
0885-0886-004998	Contingencies	1,000 ⁰⁰

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0885-0886-004059	Admin Cost, Flex Plan	1,000 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.

ATTEST:

Nancy Rister, County Clerk

John C. Doerfler 4-4-00
John C. Doerfler, County Judge

AGENDA ITEM #12

Consider approving additional \$150.00 cash drawer for Justice of the Peace Pct 2.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve additional \$150.00 cash drawer for Justice of the Peace Pct 2.

Vote: 5 - 0

<Clerk copy here>

Mar-29-00 02:26P Williamson Co. JP Two

512 260 4215

P.01

**Justice Court
Precinct 2
Williamson County**

Memo

To: Jane Tableriou
From: Judge Edna Staudt *ES*
Date: 03/29/00
Re: Item for Commissioners Agenda

Please accept this memorandum as my request for an additional \$150 cash drawer for my office. Currently we have two clerks who must share the same drawer. Having a second cash drawer for each clerk to be responsible for, will enable my office to run more smoothly and efficiently. Thank you.

Edna Staudt
ES

approved 4-4-00
John C. Doerfler

AGENDA ITEM #13Consider approving non paid deputy for Constable, Pct. 2.

Motion: Commissioner Heiligenstein requested this item tabled till next week

AGENDA ITEM #14Consider approving transfer of the following fixed assets from URS to Liberty Hill Volunteer Fire Dept.:

- (1) Hand held radio 24088
- (1) Hand held radio 06014
- (1) Hand held radio A105467
- (1) Hand held radio A101821
- (1) Mobile radion(MAXON) 411T15024
- (1) COM with mobile power supply A104630
- (1) COM (mobile with power supply) A106318

Moved: **Commissioner Heiligenstein**Seconded: **Judge Doerfler**

Motion: To approve transfer of the following fixed assets from URS to Liberty Hill Volunteer Fire Dept.:

- (1) Hand held radio 24088
- (1) Hand held radio 06014
- (1) Hand held radio A105467
- (1) Hand held radio A101821
- (1) Mobile radion(MAXON) 411T15024
- (1) COM with mobile power supply A104630
- (1) COM (mobile with power supply) A106318

Vote: 5 - 0

<Clerk copy here>

CHANGE OF FIXED ASSET STATUS

DATE 03/27/00THE FOLLOWING FIXED ASSET IS TO BE: (Circle One) C

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

	<u>Quantity</u>	<u>Description</u>	<u>Model</u>	<u>Serial #</u>
(Sharon's office)	1	Hand held radio	1C H16	24088
(plan room)	1	Hand held radio	1C H16	06014
(plan room)	1	Hand held radio	Motorola Radius P 100	Wmson. Co.# A105467
(plan room)	1	Hand held radio	1COM 1C-H6	Wmson. Co.# A101821
	1	Mobile radio(MAXON)	4150M	411T15024
(in work bay)	1	(mobile COM with power supply)	1C-V100	Wmson. Co.# A104630
(attic)	1	COM(mobile with power supply)	1C-V100	Wmson. Co.# A106318
FROM (Transferor): <u>Williamson County Unified Road System</u>				
TO (Transferee): <u>Liberty Hill Volunteer Fire Department</u>				

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Greg Benjamin
Transferor - Elected Official/Department Head

Transferee - Elected Official/Department Head

Approved 44-00
John C. Daehler

Consider approving transfer of the following fixed assets from Tax Office to Information Systems:

(1)	Okidata Printer	A108618	(1) Okidata Printer
(1)	Okidata Printer	A108617	(1) Deskjet 694C
(1)	Okidata Printer	A108637	(1) Okidata Printer
(1)	Okidata Printer	A108644	(1) Okidata Printer
(1)	Okidata Printer		

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve transfer of the following fixed assets from Tax Office to Information Systems:

(1)	Okidata Printer	A108618	(1) Okidata Printer
(1)	Okidata Printer	A108617	(1) Deskjet 694C
(1)	Okidata Printer	A108637	(1) Okidata Printer
(1)	Okidata Printer	A108644	(1) Okidata Printer
(1)	Okidata Printer		

Vote: 5 - 0

<Clerk copy here>

Change of Fixed Asset StatusDate: March 23, 2000

The following Fixed Asset is to be: (Circle One)


Transferred**Sold****Disposed****Fixed Asset**

Quantity/ Inventory Tag	Description	Model	Serial #
1(A108618)	Okidata Printer	Mieroline 320	51001548877
1(A108617)	Okidata printer	Mieroline 321	512DO623570
1 (A108637)	okidata printer	Mieroline 321	306CO483985
1 (A108644)	Okidata Printer	Mieroline 321	203CO385165
1	Okidata Printer	OL600E	S11A1028345
1	HP Deskjet 694C	C4608A	SG7651BOZG
1	HP Deskjet 694C	C4608A	SG7651BOZP
1	Okidata Printer	Microline 320 GE5253P	SN5OID1367614
1	Okidata printer	OL 600E	SU 702A1130935

From (Transferor): Tax OfficeTo (Transferee): Information Technology Services

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.


 Transferor – Elected Official/Department Head


 Transferee – Elected Official/Department Head

approved 4-4-00
 John C. Dwyer

AGENDA ITEM #16

Consider noting receipt of \$28,957.32 as Title IV-E reimbursement to General Fund for Co. Attorney representation of child protective services.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve noting receipt of \$28,957.32 as Title IV-E reimbursement to General Fund for Co. Attorney representation of child protective services

Vote: 5 - 0

<Clerk copy here>

June,

C. 1/16

Please put on Agenda
Note receipt of \$28,957.32
as Title IV-E re-imbursement
to General Fund for CA.
Representation of child protective
services.

approved 4-4-00
John C. Dreyer

Leah

This amount reflects 1/2 years service. We
should receive an equal amount for the second
1/2 of the year.



Purchase Voucher Document

Agency: 530



Voucher Number: 08119531

Payee Name / Address:

Williamson County Attorney's Office
c/o Williamson County Auditor
110 S. Main, Suite 303
Georgetown, TX 78626

Payee ID / Check / Mail: 1746000978 / 4 / 075

Voucher Status: Posted

Invoice ID: 154395518-REP

Freight Amount: \$0.00

Gross Amount (Includes Frt.): \$12,376.76

Purchase Order ID	Service Date	PCC	IC	Line	Account	Org.	Approp.	BY	Amount
03/01/1999	06/31/1999	0		1.1	530800	510	2710	1999	\$12,376.76

Comments:

REPLACEMENT VOUCHER FOR LOST WARRANT #154395518, CDOC 98091352, PCV C059A384-001

COUNTY FOSTER CARE/LEGAL COSTS

FOR SERVICES RENDERED TO FOSTER CARE CHILDREN UNDER THE PROVISIONS OF TITLE IV-E (SECTION 471-476) OF THE SOCIAL SECURITY ACT (42 USC 871-876) AND AS ALSO AUTHORIZED BY CHAPTER 40 OF THE HUMAN RESOURCE CODE.

ADMINISTRATION (50% FEDERAL SHARE)

TOTAL COSTS: 48939.34

CASELOAD 50.58%

TOTAL ALLOWABLE COSTS: 24753.52

FFP: 50% 12376.76

TOTAL CERTIFIED AMOUNT: 12376.76

0100000037054

Approved By _____ Date Approved _____
Contact Name _____ Contact Phone (Area + Number) _____

3/3/2000
Date Entered Into I&AS
SCHRAMC
Entered / Updated By

Report ID: MM_VODOC.rpt
Layout: Query - MM_Voucher_Document_All
Path/File: F:\ss\iss600\cnw\eng\ MM_VODOC.rpt

Run Date: 3/8/00, 8:40:23AM
Prepared By: SCHRAMC
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Ck 33



State Comptroller of Public Accounts

157659785

MARCH 07, 2000

TREASURY WARRANT NO.

157659785

030600 0001 530 98119531 17460009784 075

PAY TWELVE THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND 76/100

DOLLARS	CENTS
\$12,376	76

TO THE
ORDER
OF

Williamson County Attorney's Office
405 MLK BOX 7
GEORGETOWN, TX 78627-0007

VOID AFTER 06/31/2002

157659785

157659785

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO. 154395518-REP INV. DATE 06/01/1999 INVOICE DESCRIPTION CONTR. REIMBURSEMENT DOC. NO. 98119551 INVOICE AMOUNT \$12,376.76

PAYEE NO. 17460009784 075 WARRANT TOTAL \$12,376.76

PAYEE NAME WILLIAMSON COUNTY ATTORNEYS OFFICE

FUND NUMBER	FUND DESCRIPTION	TELEPHONE NUMBER
0001	GENERAL REVENUE FUND	
03/06/2000	PAYMENT FROM TEXAS AGENCY DEPT. OF PROTECTIVE & REG. SVCS.	512-438-3643

(DETACH THIS PORTION AND KEEP FOR YOUR RECORDS)

No. 157659785 — NOT NEGOTIABLE —

Detach here before depositing



Purchase Voucher Document
Agency: 530



Voucher Number: 08119533

Payee Name / Address:

Williamson County Attorneys Office
c/o Williamson County Auditor
410 S. Main, Suite 303
Georgetown, Tx. 78626

Payee ID / Check / Mail: 1746000878 / 4 / 075
Voucher Status: Posted
Invoice ID: 154870421-REP
Freight Amount: \$0.00
Gross Amount (Includes Frt.): \$16,580.56

Purchase Order ID	Service Date	PCC	IC	Line	Account	Org.	Approp.	BY	Amount
06/01/1999	06/31/1999	0		1.1	530800	510	2710	1999	\$16,580.56

Comments:

REPLACEMENT VOUCHER FOR LOST WARRANT #154870421, CDOC 98095523, PCV C059A384-002

COUNTY FOSTER CARE/LEGAL COSTS

FOR SERVICES RENDERED TO FOSTER CARE CHILDREN UNDER THE PROVISIONS OF TITLE IV-E (SECTION 471-476) OF THE SOCIAL SECURITY ACT (42 USC 671-676) AND AS ALSO AUTHORIZED BY CHAPTER 40 OF THE HUMAN RESOURCE CODE.

6/1/99 THROUGH 8/31/99

TOTAL COSTS: 56367.68, CASE LOAD 58.83%, TOTAL ALLOWABLE COSTS: 33161.11, FFP 50%

TOTAL CERTIFIED AMOUNT: 16580.55

Approved By

Date Approved

3/3/2000
Date Entered into SAS

Contact Name

Contact Phone (Area + Number)

SCHRAMC
Entered / Updated By

Report ID: MM_VODOC.rpt
Layout: Query - MM_Voucher_Document_All
PrintFile: F:\asst\6000\crl\length MM_VODOC.rpt

Run Date: 3/8/00, 9:40:23AM
Prepared By: SCHRAMC
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OK 3



State Comptroller of Public Accounts

TREASURY WARRANT NO.

157659786

MARCH 07, 2000

157659786

030600 0001 530 98119533 17460009784 075

PAY SIXTEEN THOUSAND FIVE HUNDRED EIGHTY DOLLARS AND 54/100

DOLLARS	CENTS
\$16,580	56

TO THE
ORDER
OF

Williamson County Attorneys Office
405 MLK BOX 7
GEORGETOWN, TX 78627-0807

Candice Kilton Rylander

VOID AFTER 06/31/2002

157659786

157659786

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO. 154870621-REP INV. DATE 08/31/1999 INVOICE DESCRIPTION 07990012 CONTR. REIMBURSEMENT DOC. NO. 90119533 INVOICE AMOUNT \$16,580.56

PAYEE NO. 17660009784 075 WARRANT TOTAL \$16,580.56

PAYEE NAME WILLIAMSON COUNTY ATTORNEYS OFFICE

FUND NUMBER	FUND DESCRIPTION	TELEPHONE NUMBER
0001	GENERAL REVENUE FUND	
03/06/2000	PAYMENT FROM TEXAS AGENCY DEPT. OF PROTECTIVE & REG. SVCS.	512-438-5643

(DETACH THIS PORTION AND KEEP FOR YOUR RECORDS)

No. 157659786 — NOT NEGOTIABLE — Detach here before depositing —

AGENDA ITEM #17

Consider approving waiver of 3 day deposit to county treasurer for Constable, Pct. 4 and Commissioner, Pct. 4.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve waiver of 3 day deposit to county treasurer for Constable, Pct. 4 and Commissioner, Pct. 4.

Vote: 5 - 0

AGENDA ITEM #18

Consider granting preliminary plat approval for Tonkowa Park at Block House Creek. (Pct 2)

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve granting preliminary plat approval for Tonkowa Park at Block House Creek. (Pct 2)

Vote: 5 - 0

AGENDA ITEM #19

Consider granting preliminary plat approval for Gamefield Acres, sec. 2 (Pct 2)

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve granting preliminary plat approval for Gamefield Acres, sec. 2 (Pct 2)

Vote: 5 - 0

Regular Agenda

AGENDA ITEM #20

Presentation of candidate for County Extension Agent-Agriculture position.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve Wesley Kent Clark to fill the vacancy in the County Extension Office for Williamson County. Start date will be April 17, 2000.

Vote: 5 - 0

<Clerk copy here>

WESLEY KENT CLARK

HOME ADDRESS

700 Lanier Box 57
New Boston, Texas 75570
(903) 628-9887

WORK ADDRESS

P. O. Box 248
New Boston, Texas 75570
(903) 628-6705

PROFESSIONAL OBJECTIVE

To secure a long term position in a county that is committed to the success of residents within the county through Agricultural Science and related activities.

EDUCATION

Aug. 97

Masters of Science in Agricultural Education.
Graduation August 1997.
Tarleton State University
Stephenville, Texas 76402
*Horticulture Minor
*Agricultural Engineering Minor

Aug. 96

Bachelor of Science in Agricultural Services &
Development
Graduation August 1996.
Tarleton State University
Stephenville, Texas 76402

Spring 96

Student Teaching:
Mineral Wells High School
Mineral Wells, Texas 76067

Aug. 92-May 94

Associate of Science in Agriculture
Graduation May 1994.
Paris Junior College
Paris, Texas 75460

May 92

High School Diploma
Cooper High School
Cooper, Texas 75432

Certificates:

*Non-Commercial Pesticide Applicator License
*Hunter Safety and Wildlife Certification
*Texas Parks and Wildlife Department Certified Boater-
Angler Hunter Education Instructor

EXPERIENCE

July 98-Present

Texas Agricultural Extension Service

Bowie County

New Boston, Texas

Assistant County Extension Agent- Agriculture

Duties:

*4-H Coordinator for the County

Coordinate Six Community Clubs

Coordinate One Project Club

Coach Judging Teams:

Livestock

Grass Id.

Provide School Enrichment

Setup and Conduct Various County Contest

Planned, Setup, and Conducted a Progressive

Farmer Farm Safety Day Camp

District Committees:

99-2000 Leadership Lab: Co-Chair

99-2000 Northeast Cluster: Chair

99-2000 Horse : Horse Bowl Co-Chair

98-99 Horse: Member

98-99 Consumer Decision Making:
Member

98-99 Leadership Lab: Member

98-99 Northeast Cluster: Member

98-99 District 4-H Council : Member

*Assist with Agricultural Programs:

Annual Four States Ag. Expo

Annual Four States Horticulture Conference

Annual Pecan Field Day

Annual Beef Cattle Field Day

Annual Beef Cattle Marketing Clinic

Annual Row Crop Tour

*Planted and Harvested Variety Test Plots of Corn,
Soybeans, and Milo.

*Planted and Observed Wildlife Test Plots

July 97- July 98

Palmer Independent School District

Palmer, Texas

Agricultural Science and Technology Instructor

Duties:

- *FFA Sponsor
- *Teaching:
 - Ag. 101, 102, Wildlife, Landscape Design
 - 7th and 8th Grade Introduction to Agriculture
- *Assist in the Shop Classes:
 - Ag. Mechanics
 - Home Maintenance and Improvement
- *Coach Leadership Teams:
 - 3rd Place Finish in Farm Radio
- *Career Development Events:
 - Dairy Cattle, Livestock, Dairy Products,
 - Horse, Pasture and Range Judging
- *Maintain up to 70 Show Animals:
- *Top 10 Finishes at Exhibitions:
 - State Fair of Texas
 - Southwestern Exhibition Livestock Show
 - San Antonio Livestock Show
- *Livestock Judge

Aug. 96-May 97

Tarleton State University
 Stephenville, Texas
 Graduate Assistant in Agricultural Engineering
 Duties:
 *Lab Preparation
 *Teaching Labs
 *Assisting in Labs
 *Assisting Department Head with Departmental
 Duties
 *Contest Responsibilities

ACHIEVEMENTS /ACTIVITIES

College:

Organizations
 *TSU Plowboys
 *Collegiate 4-H

High School:

FFA:

*Local Officers: Vice-President, Reporter	
*DEKALB Award	*Sheep Proficiency Award
*Dairy Judging Team	*Chapter Farmer Degree
*Livestock Judging Team	*Greenhand Degree

4-H:

- *Local Officers: President, Council Delegate
- *Leadership Camps
- *Dairy Judging Team
- *Livestock Judging Team

Organizations:

- *Who's Who Among High School Students
- *Rodeo Team

Scholarships:

- *Paris Junior College Scholarship
-

Consider approving additional services to Carter Burgess for Co. Rd. 214 (Pct 2)

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve change order #1 for additional \$18,670.00 to Carter Burgess for Co. Rd. 214 (Pct 2)

Vote: 5 - 0

<Clerk copy here>

#21

AMENDMENT to CONTRACT

119

Project: Williamson County Road 214

(Name, Address) Carter & Burgess, Inc.
901 South Mopac Expressway
Building V, Suite 200
Austin, Texas 78746

DATE: March 14, 2000

Amendment No.: 1

Engineers Project No.: 05-0099-001

To: Joe M. England, P.E.
Williamson County Engineer
1900 Georgetown Inner Loop, Ste B
Georgetown, Texas 78626

Owner/Architect No.:

Contract For: Engineering Services

Contract Date: January 27, 2000

Description of changes to the subject Contract:

WHEREAS, the original contract provided for the surveying, right-of-way plans, field notes, schematics, plans, specifications and estimates and bidding documents for the preparation of construction plans for 1.1 miles of County Road 214 in Williamson County; and

WHEREAS, it has been mutually agreed to include an additional 2.2 miles of County Road 214 on this contract; and

WHEREAS, SAM, Inc., subcontractor, has provided costs to perform right-of-way, topographic and aerial surveying services on this additional 2.2 miles;

NOW THEREFORE, it is hereby mutually agreed that Part A, as outlined in SAM's letter dated March 8, 2000, be added to this contract at the price of \$18,670.

Enclosures: SAM, Inc. letter dated March 8, 2000 - General services of additional work provided by subcontractor

These changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to this Change Order: \$118,000.00

Net Resulting from this Change: \$18,670.00

Current Contract Price Including this Change Order: \$136,670.00

Contract Time Prior to this Change Order: Finish date July 2000

Net Resulting from this Change Order: None

Current Contract Time Including this Change Order: Finish date July 2000

Carter & Burgess, Inc.
Engineer
901 S Mopac Expressway, Bldg V, Ste 200
Address
Austin Texas 78746

By: *Anthony Pearson*
Date: 2-14-00

Authorized:
Williamson County
Owner
1900 Georgetown Inner Loop, Suite B
Address
Georgetown, Texas 78626

By: *John C. Dangler*
Date: 4-4-00

4029 Capital of Texas Highway, So.
Brodie Oaks Professional Plaza, Suite #125
Austin, Texas 78704
(512) 447-0575 Fax: (512) 326-3029
email: sam@sam-inc-aus.com

March 8, 2000

Mr. Bill Caffey, P.E.
Carter & Burgess, Inc.
901 S. MoPac Expressway, Suite 200
Austin, Texas 78746

Re: CR 214 Right-of-Way/Topographic/Aerial Survey Project
Liberty Hill, Texas
SAM, Inc. Proposal No. P20001-93

Dear Mr. Caffey:

Surveying And Mapping, Inc. (SAM, Inc.) is pleased to submit the accompanying proposal to Carter & Burgess, Inc. (C&B, Inc.) for the right-of-way, topographic, and aerial surveying services in connection with the referenced project.

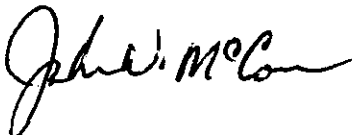
SAM, Inc. will provide the following services in connection with this project: aerial mapping, right-of-entry, deed research, primary horizontal and vertical control, property surveys and documents for right-of-way acquisition, and topographic survey.

Based on the information provided to us, the project consists of approximately twenty-eight (28) right-of-way parcels and topographic surveying to supplement the aerial survey for approximately 2.2 miles. The area of supplemental topographic survey consists of the location of existing pavement (profile), visible utilities, driveways, and culverts. A detailed Scope of Services is attached for your review.

The work will be completed on a time and materials basis per the accompanying rate schedule. A detailed worksheet is attached for your review. This budget will not be exceeded without the prior written authorization of C&B, Inc. If this proposal is acceptable, please indicate, by signing below, which part (or parts) of the scope you wish for SAM, Inc. to provide, sign the attached terms and conditions, and return this entire document to our office.

Please do not hesitate to call if we can answer any questions or be of other service.

Sincerely,



John W. McCown, RPLS
Project Manager

cc: Michael R. Hatcher, RPLS
Senior Project Manager

Please provide the following services:

PART A 

PART B _____

**SCOPE OF SERVICES
AND FEE ESTIMATE
CR 214
LIBERTY HILL, TEXAS**

Surveying And Mapping, Inc. (SAM, Inc.) proposes to provide the following surveying services to Carter & Burgess, Inc. (C&B, Inc.) in connection with the CR 214 right-of-way, topographic and aerial survey project. The following assumptions were used in developing this scope of services and fee estimate:

- There are twenty-eight (28) parcels for which SAM, Inc. is providing services to prepare right-of-way survey documents that are to be used for right-of-way acquisition purposes.
- There are no boundary/deed line problems between tracts, or their parent tracts, in connection with the tracts from which right-of-way is to be obtained. Such boundary/deed problems typically arise from things such as: lack of sufficient monumentation, ambiguous and/or poorly written deeds, conflicting deeds or deed elements, etc.
- Right-of-way survey documents will not include the location of any utilities based upon record drawings.
- Mapping obtained from the topographic survey services connected with this project will be utilized for the location of improvements and visible surface utilities on the right-of-way survey documents.
- Suitable horizontal and vertical control can be found (Horizontal within 50 miles, Vertical within 5 miles) and used to establish horizontal and vertical control for this project.
- Services outlined in PART A can be performed concurrent with the work that is already underway on the south end of CR 214.
- Supplemental on-the-ground topographic location is limited to two (2) creek areas along CR 214.

PART A

I. PHOTOGRAPHY AND PHOTO SCANNING

SAM, Inc. will provide or secure the services necessary to obtain photography and subsequent digital scans thereof. This photography will be adequate to provide one-foot contours.

II. RIGHT-OF-ENTRY

SAM, Inc. will provide the services to obtain right-of-entry onto the property of landowners that are adjacent to CR 214 or others as necessary to complete this scope of services. This scope of services does not provide for landowners that refuse to give right-of-entry or are otherwise hostile with respect to the completion of this scope of services.

III. PROJECT CONTROL**A. G.P.S. Control**

SAM, Inc. will set one pair of G.P.S. control monuments in a sufficient location so as to maximize the chance of the control surviving throughout the life of the project. SAM, Inc. will establish horizontal coordinates on the points based upon the Texas State Plane Coordinate System (NAD 83). Elevation will be established on at least one of the points utilizing G.P.S. methods and based upon N.G.S. benchmarks (N.G.V.D. 88). SAM, Inc. assumes that this work will be performed concurrently with the work that is already underway on the south end of CR 214.

B. Horizontal Control

SAM, Inc. will establish a traverse sufficient to provide horizontal control for the property and the topographic surveys associated with this scope of services. This traverse will be adjusted to the G.P.S. control outlined above.

C. Vertical Control

SAM, Inc. will establish project benchmarks utilizing differential levels at an interval not to exceed 1500 feet along the project length. These benchmarks will be based on and adjusted to the G.P.S. control outlined above.

IV. AERIAL PANEL – CONTROL AND MAINTENANCE**A. Control**

SAM, Inc. will establish center and wing panels sufficient to control the aerial photography as outlined above.

B. Maintenance

SAM, Inc. will maintain the position and appearance of the aerial panels so as to maximize the chance of obtaining successful photography.

V. CENTERLINE PROFILE

SAM, Inc. will provide a centerline profile of the existing CR 214 road surface for the entire length of the project.

VI. ESTIMATED COST

SAM, Inc. will provide the services outlined in 'PART A' on a time and materials basis. The estimated cost of this work is \$18,670.00. This budget will not be exceeded without prior written authorization by C&B, Inc. This cost estimate is good for a period not to exceed six (6) months.

Consider awarding contract for survey work on Co. Rd. 268, from Co. Rd. 272 to US 29 (Pct 3)

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve awarding contract to Diamond Surveying for survey work on Co. Rd. 268, from Co. Rd. 272 to US 29 (Pct 3) in an amount not to exceed \$209,000.00.

Vote: 5 - 0

<Clerk copy here>



Shane Shafer, R.P.L.S.
103 Oakland Drive
Georgetown, TX 78628

Office Phone 931-3100 Fax: 930-5391 Cell Phone: 633-7333 Email diamond@texas.net

March 29, 2000

Williamson County
Road and Bridge Department
1900 Georgetown Inner Loop, Suite C
Georgetown, Texas 78626

Attn: Joe England, P.E.

**Re: Proposal No. 2000-7
Road Improvements for County Road No. 268**

Dear Mr. England:

We are pleased to submit our proposal for services related to the above referenced project: The project, as we understand it, is approximately 3 miles of existing county road and approximately 2 miles of cross country proposed extension or re-alignment of County Road 268. Below is our list of proposed Scope of Services and Basis of Compensation:

Scope of Services

Phase 1

1. Meet with Client at site for the purpose of discussing the limits and details of the project assignment.
2. Perform courthouse and tax office research necessary to obtain latest land ownership documents.
3. Using tax office and courthouse records, plot working map sufficient for survey crew and office technical use.
4. Prepare and deliver via mail approximately 65 "Right of Entry" request forms for the affected properties in order to obtain permission to legally enter the project limits. We anticipate that personal contact will have to be made with some of the landowners in order to procure this permission.
5. Provide a minimum of eight (8) control points with latitude and longitude values using static Global Positioning System (GPS) equipment and techniques. These control points shall be positioned in pairs to provide azimuth and coordinate information for conventional survey work.
6. Provide survey crews to establish a control baseline using conventional survey systems, extending the length of the project, incorporating the static GPS control points within the



baseline. The alignment of this baseline shall be for the purpose of tying evidence of each parcel's boundary lines and monumentation to a common alignment source.

7. Recover FEMA vertical datum benchmarks in the area and perform differential leveling survey methods and GPS survey techniques to establish elevation values on the control baseline points. The existing coordinate and elevation datum used on C.R. 272 shall be used to initiate this project.

Phase 2

8. Using established control baseline, perform surveys to recover and tie evidence of front boundary lines and monumentation of the various parcels along the affected area.
9. Analyze survey findings, determine correct positioning of front boundary lines and depict side boundary lines approximate location per deed descriptions.
10. Prepare and furnish AutoCAD Version 14 drawing depicting the information described in Item No. 9 above.

Phase 3

11. Obtain preliminary centerline alignment from client in AutoCAD Version 14 format, which will relate to existing drawing file created by services described in Item No. 10.
12. Contact the appropriate utility one-call system and request that all utility locations along the proposed route be marked.
13. Produce survey control file from data received and furnish survey crews with stakeout information to establish the preliminary centerline alignment.
14. Using the staked centerline alignment as reference, perform topographic survey. This topographic survey shall include tying all marked or visible utilities. The limits of this topographic survey shall extend approximately 150 feet left and 150 feet right of centerline. *At culverts and other drainage features, detailed topographic information shall be obtained, to the limit requested, for engineering analysis.*
15. Provide Client with topographic data, contouring of surveyed area (one-foot elevation intervals) in a comprehensive AutoCAD Version 14 drawing.
16. Obtain additional topographic data or site specific survey data as requested by Client, the need for which may be determined by client after initial analysis of existing contours, surface features and other critical factors.

Phase 4

17. Obtain final right-of-way alignment determined by Client and relate to existing front boundary lines of affected parcels as determined during services provided under Phase 2.
18. Obtain additional survey field data as necessary to determine correct positioning of side boundary lines, to include the recovery of rear boundary corners where appropriate.

19. Prepare and furnish plats with metes and bounds descriptions on 8 ½" X 14" sheets of each parcel necessary for right-of-way acquisition.
20. Prepare and furnish a right-of-way strip map for use by the Client.

Basis of Compensation

We propose to provide the above listed services on an hourly basis in accordance with the attached rate schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new rate schedule will be presented to the Client for approval before becoming effective.

The estimated total amounts are listed below by phase designation:

Phase 1	\$28,000
Phase 2	\$23,000
Phase 3	\$72,000
Phase 4	\$86,000

Total services listed by this proposal are estimated not to exceed a total of \$209,000.

This total hourly amount is based upon personnel and equipment time required to perform the described Scope of Services. Phase 2 estimates are based on approximately 65 parcels along the existing right-of-way. Phase 4 estimates are based on acquiring approximately 35 new right-of-way parcels. Additional time requirements resulting from project scope changes or plan revisions beyond our control will be considered reasonable cause for us to seek additional compensation.

If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files. Thank you for the opportunity to be of service to Williamson County.

Sincerely,

SHANE SHAFER, R.P.L.S

PROFESSIONAL SERVICES AGREEMENT

Williamson County Road & Bridge Department, as CLIENT, engages Diamond Surveying as SURVEYOR to perform professional services for the assignment described as follows:

See attached proposal No. 2000-7 dated March 29, 2000.

I. SERVICES: SURVEYOR agrees to perform in conformance with the following description, definition, terms and conditions. **See attached proposal No. 2000-7 dated March 29, 2000.**

II. COMPENSATION: SURVEYOR'S compensation for professional services will be on an hourly basis in accordance with the attached Standard Rate Schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new Rate Schedule will be presented to the Client for approval before becoming effective.

Total for project: \$209,000.00

III. PAYMENTS: SURVEYOR will be paid in full for total amount earned under this Agreement. CLIENT agrees to pay SURVEYOR as follows and will be paid in cash or check, at the option of the CLIENT. SURVEYOR shall submit invoices on a weekly basis, each Monday morning, for work that has been completed during the prior week. CLIENT agrees to promptly pay SURVEYOR upon receipt of each invoice. All amounts shall be paid in full with no deductions of any kind.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. LIABILITY LIMITATION: SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed \$50,000.

VI. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent surveyors and consultants retained for the project and to require all independent surveyors and consultants also to include a similar mediation provision in all agreements with subsurveyors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S services either by CLIENT or by

SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.

- B. **COMPENSATION PAYABLE ON TERMINATION:** On Termination, by either CLIENT or SURVEYOR, CLIENT shall pay SURVEYOR the full amount specified in paragraph II, with respect to any Surveying Services performed to date of termination (including all Reimbursable Expenses incurred).
- VIII. **SUCCESSORS AND ASSIGNS:** CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.
- IX. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:
Attached letter proposal No. 2000-7 dated March 29, 2000 forms a part of this agreement.
- X. **INVALIDATION:** If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.
- XI. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

Williamson County Road & Bridge Dept.

By: John C. Daifler
 Date: 4-4-00

Diamond Surveying

By: Steve Lopez
 Date: 3/29/00

Consider approving change order no. 1 to 1996-2000 Paving & Striping Improvements Pct. 1 project.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve change order no 1 to 1996-2000 Paving & Striping Improvements Pct 1

Vote: 5 - 0

<Clerk copy here>

1996-2000 PAVING & STRIPING IMPROVEMENTS - PCT. 1

		ORIGINAL BID			CHANGE ORDER			
DESCRIPTION	UNIT	ESTIMATE	UNIT PRICE	FINAL	ESTIMATE	UNIT PRICE	FINAL	NET DIFFERENCE
REPAIR EXIST FLEX PAV STRUCT (8")	SY	533	\$ 45.00	\$ 23,985.00	533	\$ 45.00	\$ 23,985.00	\$ -
BARRICADES, SIGNS, & TRAF HANDLE	MO	1	\$ 90,000.00	\$ 90,000.00	1	\$ 90,000.00	\$ 90,000.00	\$ -
CONCRETE SIDEWALK (4 FT.)	SF	8590	\$ 4.65	\$ 39,943.50	12743	\$ 4.65	\$ 59,254.95	\$ 19,311.45
REPL. ROADSIDE SGN (R1-1)(30"x30")	EA	84	\$ 200.00	\$ 16,800.00	192	\$ 100.00	\$ 19,200.00	\$ 2,400.00
REPL. ROADSIDE SGN (R2-1)(24"x30")	EA	11	\$ 235.00	\$ 2,585.00	17	\$ 100.00	\$ 1,700.00	\$ (885.00)
REPL. ROADSIDE SGN (D3-1)(6"x6")	EA	90	\$ 210.00	\$ 18,900.00	87	\$ 75.00	\$ 6,525.00	\$ (12,375.00)
REPL. ROADSIDE SGN (W3-1)	EA	0	\$ -	\$ -	1	\$ 110.00	\$ 110.00	\$ 110.00
REPL. ROADSIDE SGN (R1-4)(ALL WAY)	EA	0	\$ -	\$ -	4	\$ 35.00	\$ 140.00	\$ 140.00
REPL. ROADSIDE SGN (CHILDREN AT PLAY)	EA	0	\$ -	\$ -	1	\$ 120.00	\$ 120.00	\$ 120.00
POST	EA	0	\$ -	\$ -	97	\$ 100.00	\$ 9,700.00	\$ 9,700.00
REFL PAV MRK TY I (W) (4") (SLD)	LF	8563	\$ 0.35	\$ 3,347.05	16760	\$ 0.35	\$ 5,866.00	\$ 2,518.95
REFL PAV MRK TY I (W) (4") (BRK)	LF	50	\$ 0.55	\$ 27.50	490	\$ 0.55	\$ 269.50	\$ 242.00
REFL PAV MRK TY I (W) (8") (SLD)	LF	130	\$ 0.55	\$ 71.50	260	\$ 0.55	\$ 143.00	\$ 71.50
REFL PAV MRK TY I (W) (12") (SLD)	LF	1935	\$ 3.00	\$ 5,805.00	3380	\$ 3.00	\$ 10,140.00	\$ 4,335.00
REFL PAV MRK TY I (W) (24") (SLD)	LF	356	\$ 5.00	\$ 1,780.00	580	\$ 5.00	\$ 2,900.00	\$ 1,120.00
REFL PAV MRK TY I (W) (ARROW)	EA	4	\$ 90.00	\$ 360.00	10	\$ 90.00	\$ 900.00	\$ 540.00
REFL PAV MRK TY I (Y) (4") (SLD)	LF	18066	\$ 0.35	\$ 6,323.10	34436	\$ 0.35	\$ 12,052.60	\$ 5,729.50
REFL PAV MRK TY II (W) (4") (SLD)	LF	7197	\$ 0.23	\$ 1,655.31	0	\$ 0.23	\$ -	\$ (1,655.31)
REFL PAV MRK TY II (W) (4") (BRK)	LF	440	\$ 0.30	\$ 132.00	0	\$ 0.30	\$ -	\$ (132.00)
REFL PAV MRK TY II (W) (8") (SLD)	LF	130	\$ 0.55	\$ 71.50	0	\$ 0.55	\$ -	\$ (71.50)
REFL PAV MRK TY II (W) (12") (SLD)	LF	1445	\$ 2.00	\$ 2,890.00	0	\$ 2.00	\$ -	\$ (2,890.00)
REFL PAV MRK TY II (W) (24") (SLD)	LF	224	\$ 3.00	\$ 672.00	0	\$ 3.00	\$ -	\$ (672.00)
REFL PAV MRK TY II (W) (ARROW)	EA	6	\$ 40.00	\$ 240.00	0	\$ 40.00	\$ -	\$ (240.00)
REFL PAV MRK TY II (Y) (4") (SLD)	LF	10844	\$ 0.23	\$ 2,494.12	0	\$ 0.23	\$ -	\$ (2,494.12)
CRACK SEALING	GAL	0	\$ -	\$ -	0	\$ -	\$ -	\$ -
HOT MIX (TY F) (SURF) (0.75")	TON	9000	\$ 42.51	\$ 382,590.00	12407	\$ 42.51	\$ 527,428.07	\$ 144,838.07
HOT MIX (TY D) (SURF) (1.5")	TON	5154	\$ 38.17	\$ 196,728.18	5314	\$ 38.17	\$ 202,854.35	\$ 6,126.17
HOT MIX (TY D) (LEVEL-UP)	TON	100	\$ 50.00	\$ 5,000.00	100	\$ 50.00	\$ 5,000.00	\$ -
HMAC REPAIR	SY	0	\$ -	\$ -	110	\$ 25.00	\$ 2,750.00	\$ 2,750.00
GRANITE JOGGING TRAIL	LF	1577	\$ 19.00	\$ 29,963.00	0	\$ 19.00	\$ -	\$ (29,963.00)
CONCRETE JOGGING TRAIL	LF	180	\$ 65.00	\$ 11,700.00	0	\$ 65.00	\$ -	\$ (11,700.00)
110 FT PEDESTRIAN BRIDGE	EA	1	\$ 14,000.00	\$ 14,000.00	0	\$ 14,000.00	\$ -	\$ (14,000.00)
45 FT PEDESTRIAN BRIDGE	EA	2	\$ 5,800.00	\$ 11,600.00	0	\$ 5,800.00	\$ -	\$ (11,600.00)
STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 1,500.00	\$ 1,500.00	0	\$ 1,500.00	\$ -	\$ (1,500.00)
SILT FENCE	LF	885	\$ 3.00	\$ 2,655.00	0	\$ 3.00	\$ -	\$ (2,655.00)
PERMANENT EROSION CONTROL	SY	2226	\$ 0.50	\$ 1,113.00	0	\$ 0.50	\$ -	\$ (1,113.00)
ROCK BERM	LF	50	\$ 35.00	\$ 1,750.00	0	\$ 35.00	\$ -	\$ (1,750.00)
TOTAL				\$ 876,681.76			\$ 981,038.48	\$ 104,356.72

approved 7-4-00
John C. Dayla

AGENDA ITEM #24

131
120

Consider approving agreement with TxDot for Anderson Mill Rd. Project from Pond Springs Rd. To FM 734.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve agreement with TxDot for Anderson Mill Rd Project from Pond Springs Rd. to FM 734.

Vote: 5 - 0

<Clerk copy here>

Turner Collie & Braden Inc.

Engineers • Planners • Project Managers

400 West 15th Street
Suite 500
Austin, Texas 78701
512 472-4519
Fax 512 472-7519
E-Mail: tcbaus@io.com

March 22, 2000

Mr. Wes Burford, P.E.
Design Engineer
TxDOT – Austin District
7901 North IH 35
P.O. Drawer 15426
Austin, Texas 78761-5426

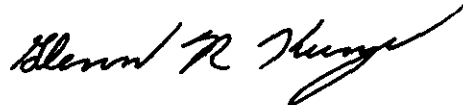
**Re: Supplemental Work Authorization No. 7 to Work Authorization No. 2
Anderson Mill Road
CSJ 0914-05-072
Contract #14545-P5009
Turner Collie & Braden Inc. Project No. 72-07401-070**

Dear Mr. Burford:

Attached is revised Supplemental Work Authorization No. 7 to Work Authorization No. 2 to provide additional services for the Anderson Mill Road Project. This will consist of redesign and relocation of Pond No. 1, additional surveying for Pond No. 3, design of a trunk main for the Osborne Street subdivision outfall, analysis and reconfiguration, if appropriate, of the median at the Stanzel Tract and miscellaneous services to tie in currently developed storm sewer lines. The cost of services for this Supplemental Work Authorization No. 7 is \$55,643. Two original signed supplemental agreements are attached. If you concur, please execute both documents and return one original for our files.

Please call me if you have any questions.

Very truly yours,



Glenn R. Kunze, P.E.
Principal

xc: Joel Schramm, Don Morris, file 2.1

Attachment

EN7401070\grk-32100\trswa7.doc

Established in 1946
Engineering Excellence for Over One-Half Century

TEXAS AUSTIN/DALLAS/FORT WORTH/HOUSTON/RIO GRANDE VALLEY/SAN ANTONIO COLORADO DENVER



Contract No. 14545P5009
Account No.

**SUPPLEMENTAL WORK AUTHORIZATION NO.7
TO WORK AUTHORIZATION NO. 2**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 6 Contract No. 14545P5009, hereinafter identified as the "Contract," entered into by and between the State of Texas, acting by and through the Texas Department of Transportation ("State"), and Turner Collie & Braden Inc. ("Engineer").

WHEREAS, the State and the Engineer executed Work Authorization No. 2 starting October 10, 1996, to prepare design plans and documents for construction of Anderson Mill Road from US 183 to FM 734; and

WHEREAS, Part 2 limits the maximum amount payable for services under this Work Authorization to \$854,162.58, as amended by Supplemental Work Authorization No. 4; and

WHEREAS, it has become necessary to amend the contract to increase the scope of services and the maximum amount payable to redesign and relocate Pond No. 1, provide additional survey for Pond No. 3, tie in and convey the Osborne Drive subdivision drainage, and to review and make median modifications to the completed plans at the Stanzel Property.

THEREFORE, the following terms and conditions of Work Authorization No. 2 are hereby amended, as follows:

1. Part 1 of Attachment E, shall be revised to read:

"The Engineer will perform the following engineering services:

(SEE EXHIBIT A, A1, A2, A3 and A4)"

2. PART 2 of ATTACHMENT E shall be revised to read:

"These engineering services will be performed on a lump sum basis. The maximum amount payable for services under this Work Authorization is \$909,805. This amount is based upon the following budget:

(SEE EXHIBITS B, B1, B2, B3 and B4)"

THIS SUPPLEMENTAL WORK AUTHORIZATION SHALL BECOME EFFECTIVE ON THE DATE OF FINAL EXECUTION OF THE PARTIES HERETO. ALL OTHER TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2 NOT HEREBY AMENDED ARE TO REMAIN IN FULL FORCE AND EFFECT.

THE ENGINEER

THE STATE OF TEXAS

By: Glenn R. Kunze

By: _____

Glenn R. Kunze, P.E.
Typed or Printed Name

William C. Garbade, P.E.
Typed or Printed Name

Principal
Title

District Engineer
Title

3/22/00
Date

Date

APPROVED BY WILLIAMSON COUNTY COMMISSIONER'S COURT, APRIL 4, 2000

John C. Doerfler 4-4-00
John C. Doerfler, County Judge

**EXHIBIT A4
SCOPE OF SERVICES
ANDERSON MILL ROAD
SUPPLEMENTAL AGREEMENT NO. 7**

This agreement will consist of revising the existing plans, quantities, estimates, R.O.W. documents and additional hydraulic studies for the proposed Anderson Mill Road. Specific tasks in the Scope of Work are as follows:

RELOCATE & REDESIGN POND # 1

This task consists of the relocation and reconfiguration of Filtration/Sedimentation Pond No. 1. The owner of the property on which the pond is located has requested that the pond be relocated to the east, closer to the east property line. The County has requested that this pond be relocated onto the adjacent property to the east as much as possible. The scope for this work follows:

1. Water Quality Pond Summary
 - Revise sheet to show quantities of Pond # 1 at new location
2. Pond # 1 Layout
 - Create plan sheet showing Pond # 1 at the new location with the new design
3. Water Quality Pond Details
 - Redesign junction box showing new dimensions to accommodate the redesigned and relocated Pond # 1
4. Storm Sewer P & P
 - Show new location of Pond # 1 and its junction box
5. Survey and R.O.W. Maps
 - Produce easement description and exhibits for relocated Pond # 1. (Possibly 2 documents)
 - Modify R.O.W. map to show new Pond # 1 easements and delete old easement.
 - Provide design survey for the new site.

ADDITIONAL SURVEY POND NO. 3

1. Pond No. 3 Survey – Due to limiting effects of previously relocated Pond No. 3 on flood plain, additional area required survey on the site.

STORM SEWER TRUNK LINE DESIGN

1. Design storm sewer trunk line system within Anderson Mill Road ROW, from Osborne Drive subdivision to East Lake Creek Tributary, to out-fall developers pipe, which currently out-falls into proposed ROW.
2. Revise storm sewer plans to include new PVC pond out-fall from development on the northeast corner of Morris Drive and Anderson Mill Road.

MEDIAN REVISIONS

1. Analyze and provide, if appropriate, for median revisions as shown by KC Engineering for the Stanzel Tract, between Clearbrooke Trail and Saddlebrooke Trail.

**EXHIBIT B4
SUMMARY SHEET**

TASK	COST
Relocate & Redesign Pond No. 1	\$32,395.12
Additional Survey Pond No. 3	\$1,506.88
Storm Sewer Trunk Line Design	\$12,970.74
Median Revisions	\$8,769.79
GRANDE TOTAL	\$55,642.53

EXHIBIT B4
RELOCATE & REDESIGN POND #1
ENGINEERING PROPOSAL

Redesign Pond at new location and produce new layout sheet

CLASS	MH/SHT	SHTS	MH	RATE	COST
Manager	25	1	25	\$35.00	\$875.00
Engineer	130	1	130	\$22.00	\$2,860.00
Technician	130	1	130	\$15.00	\$1,950.00
Clerical	15	1	15	\$12.50	\$187.50
Subtotal			300		\$5,872.50

Redesign Pond Splitter Box and revise structural detailing

CLASS	MH/SHT	SHTS	MH	RATE	COST
Manager	8	1	8	\$35.00	\$280.00
Engineer	44	1	44	\$22.00	\$968.00
Technician	42	1	42	\$15.00	\$630.00
Clerical	6	1	6	\$12.50	\$75.00
Subtotal			100		\$1,953.00

LABOR & OVERHEAD SUMMARY

TASK	MH	DIRECT LABOR	OVERHEAD (166.55%)	FIXED FEE	TOTAL
Layout	300	\$5,872.50	9780.85	\$1,878.35	\$17,531.50
Details	100	\$1,953.00	3252.72	\$624.68	\$5,830.40
TOTAL	400	\$7,825.50	\$13,033.37	\$2,503.03	\$23,361.90

NON-LABOR

TASK	UNITS	COST/UNIT	TOTAL
Mileage(per mi.)	150	x \$0.32	\$47.25
Telephone/Fax(per call)	8	x \$1.73	\$13.84
Mylar(per sheet)	13	x \$18.00	\$234.00
Bluelines(per sheet)	26	x \$0.60	\$15.60
Workstation(per hour)	64	x \$14.00	\$896.00
Xerox(per copy)	15	x \$0.06	\$0.90
Deliveries(each)	3	x \$10.00	\$30.00
TOTAL			\$1,237.59

SUBCONTRACTS

S.A.M. Inc.	(Surveying)	\$5,000.00
C.P.Y.	(Storm Sewer Revisions)	\$2,795.63

TOTAL	\$32,395.12
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**EXHIBIT B4
ADDITIONAL SURVEY POND NO. 3
ENGINEERING PROPOSAL**

Provide additional survey for Pond No.1

CLASS	MH/SHT	SHTS	MH	RATE	COST
Manager	1	1	1	\$35.00	\$35.00
Engineer	2	1	2	\$22.00	\$44.00
Technician	0	1	0	\$15.00	\$0.00
Clerical	1	1	1	\$12.50	\$12.50
Subtotal			4		\$91.50

LABOR & OVERHEAD SUMMARY

TASK	MH	DIRECT LABOR	OVERHEAD (166.55%)	FIXED FEE	TOTAL
Coordination	4	\$91.50	152.39	\$29.27	\$273.16
TOTAL	4	\$91.50	\$152.39	\$29.27	\$273.16

NON-LABOR

TASK	UNITS		COST/UNIT		TOTAL
Mileage(per mi.)	0	x	\$0.32	=	\$0.00
Telephone/Fax(per call)	4	x	\$1.73	=	\$6.92
Mylar(per sheet)	0	x	\$18.00	=	\$0.00
Bluelines(per sheet)	0	x	\$0.60	=	\$0.00
Workstation(per hour)	0	x	\$14.00	=	\$0.00
Xerox(per copy)	30	x	\$0.06	=	\$1.80
Deliveries(each)	1	x	\$10.00	=	\$10.00
TOTAL					\$18.72

SUBCONTRACTS

S.A.M. Inc. (Surveying) \$1,215.00

TOTAL \$1,506.88

**EXHIBIT B4
STORM SEWER TRUNK LINE DESIGN
ENGINEERING PROPOSAL**

Design trunk line for Osborne Drive subdivision

CLASS	MH/SHT	SHTS	MH	RATE	COST
Manager	10	1	10	\$35.00	\$350.00
Engineer	18	1	18	\$22.00	\$396.00
Technician	8	1	8	\$15.00	\$120.00
Clerical	2	1	2	\$12.50	\$25.00
Subtotal			38		\$891.00

LABOR & OVERHEAD SUMMARY

TASK	MH	DIRECT LABOR	OVERHEAD (166.55%)	FIXED FEE	TOTAL
Coordination	38	\$891.00	1483.96	\$284.99	\$2,659.95
TOTAL	38	\$891.00	\$1,483.96	\$284.99	\$2,659.95

NON-LABOR

TASK	UNITS		COST/UNIT		TOTAL
Mileage(per mi.)	150	x	\$0.32	=	\$47.25
Telephone/Fax(per call)	8	x	\$1.73	=	\$13.84
Mylar(per sheet)	53	x	\$18.00	=	\$954.00
Bluelines(per sheet)	108	x	\$0.60	=	\$64.80
Workstation(per hour)	50	x	\$14.00	=	\$700.00
Xerox(per copy)	15	x	\$0.06	=	\$0.90
Deliveries(each)	3	x	\$10.00	=	\$30.00
TOTAL					\$1,810.79

SUBCONTRACTS

S.A.M. Inc.	(Surveying)	\$500.00
C.P.Y.	(Storm Sewer Revisions)	\$8,000.00

TOTAL **\$12,970.74**

**EXHIBIT B4
MEDIAN REVISIONS
ENGINEERING PROPOSAL**

Analyze and design median breaks at Stanzel Property

CLASS	MH/SHT	SHTS	MH	RATE	COST
Manager	8	2	16	\$35.00	\$560.00
Engineer	30	2	60	\$22.00	\$1,320.00
Technician	30	2	60	\$15.00	\$900.00
Clerical	2	2	4	\$12.50	\$50.00
Subtotal			140		\$2,830.00

LABOR & OVERHEAD SUMMARY

TASK	MH	DIRECT LABOR	OVERHEAD (166.55%)	FIXED FEE	TOTAL
Design	140	\$2,830.00	4713.37	\$905.19	\$8,448.56
TOTAL	140	\$2,830.00	\$4,713.37	\$905.19	\$8,448.56

NON-LABOR

TASK	UNITS		COST/UNIT		TOTAL
Mileage(per mi.)	150	x	\$0.32	=	\$47.25
Telephone/Fax(per call)	6	x	\$1.73	=	\$10.38
Mylar(per sheet)	13	x	\$4.50	=	\$58.50
Bluelines(per sheet)	26	x	\$0.60	=	\$15.60
Workstation(per hour)	12	x	\$14.00	=	\$168.00
Xerox(per copy)	25	x	\$0.06	=	\$1.50
Deliveries(each)	2	x	\$10.00	=	\$20.00
TOTAL					\$321.23

SUBCONTRACTS

S.A.M. Inc.	\$0.00
C.P.Y.	\$0.00

TOTAL **\$8,769.79**

AGENDA ITEM #25

142

Consider granting final plat approval for Tutor Time Square. (Pct 1)

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To approve granting final plat approval for Tutor Time Square, with 25 ft set back lines instead of 50ft. set back lines to be in compliance to City of Austin.

Vote: 4 - 1 Judge Doerfler voting against

AGENDA ITEM #26

Consider granting final plat approval for Chandler Creek phase 7B. (Pct 4)

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To approve final plat for Chandler Creek phase 7B. (Pct 4)

Vote: 5 - 0

AGENDA ITEM #27

Consider declaring Rocking J Road as a maintained county road. (Pct 4)

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To accept Rocking J Road as a maintained county road. (Pct 4)

Vote: 5 - 0

<Clerk copy here>

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DEDICATION FOR ROAD

2064

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT ROCK'N J RANCH, INC., a Texas corporation, of the County of Williamson and State of Texas, acting by and through its duly authorized officer, and being the present owner of the hereinafter described real property in Williamson County, Texas, has DEDICATED, and by these presents does DEDICATE to the public forever, for use as a public road, subject to the hereinafter exceptions and encumbrances, the following described real property in Williamson County, Texas, to-wit:

THAT certain tract of land containing 1.138 acres of land, more or less, being out of the Willis Donaho Survey, Abstract No. 173, in Williamson County, Texas, and being more particularly described as Tract E in EXHIBIT "A" which is attached hereto and made a part hereof for all purposes.

THIS Dedication for Road is made and accepted SUBJECT TO the following: ROCK'N J RANCH, INC. hereby reserves for itself, its successors and assigns unlimited access to this roadway from the property currently owned by it on both the east and west sides of the said roadway; SUBJECT TO all easements and rights of way, now in effect, whether apparent on the ground or of record in the Office of the County Clerk of Williamson County, Texas which affect said property; SUBJECT TO any restrictions and covenants now in effect, if any, affecting said property and of record in the Office of the County Clerk of Williamson County, Texas; SUBJECT TO any outstanding mineral interests or reservations affecting said property and of record in the Office of the County Clerk of Williamson County, Texas; SUBJECT TO any governmental zoning ordinances and regulations affecting said property presently; and SUBJECT TO property taxes for the year 1987 and subsequent years and to any assessments for prior years due to change in land usage or ownership.

EXECUTED this 13th day of JANUARY, A.D. 1987.

ROCK'N J RANCH, INC.

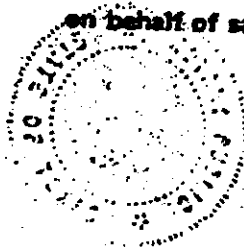
BY: 

DAVID E. JONES, Its President

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS Instrument was acknowledged before me on 1/13/87 by DAVID E. JONES, President of ROCK'N J RANCH, INC., a Texas corporation, on behalf of said corporation.



 Notary Public, State of Texas
My Commission expires on 10/3/89

(Print or stamp name of notary).

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EXHIBIT "A"

TRACT E - 1.138 ACRES

BEING PART OF THE WILLIS DONAHU SURVEY, ABSTRACT NO. 173, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 70.16 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO DAVID E. JONES RECORDED IN VOLUME 861, PAGE 345 OF THE WILLIAMSON COUNTY DEED RECORDS, SAID TRACT OF LAND AS SURVEYED BY RALPH HARRIS SURVEYOR, P.C. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" rebar found in the north R.O.W. line County Road No. 113 at the southwest corner of said Jones 70.16 acre tract of land as recorded in Volume 861, Page 345 of the Williamson County Deed Records, said point being also the southeast corner of that certain 38.00 acre tract of land described in Volume 1305, Page 522 of the Williamson County Deed Records.

THENCE, with the north R.O.W. line of County Road No. 113, S 88 55' 42" E 225.00 feet to a 1/2" rebar set for the southwest corner and PLACE OF BEGINNING hereof

THENCE, N 01 07' 36" E 991.27 feet to a 1/2" rebar set for the northwest corner hereof

THENCE, S 88 54' 46" E 50.00 feet to a 1/2" rebar set for the northeast corner hereof

THENCE, S 01 07' 36" W 991.26 feet to a 1/2" rebar set in the north R.O.W. line of County Road No. 113 for the southeast corner hereof

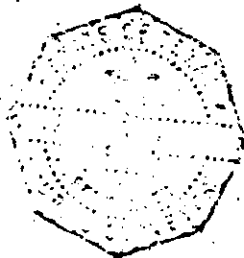
THENCE, with the north R.O.W. line of County Road No. 113, N 88 55' 42" W 50.00 feet to the PLACE OF BEGINNING and containing 1.138 acres of land, more or less.

AS SURVEYED BY:
RALPH HARRIS SURVEYOR, P.C.

James M. Grant
JAMES M. GRANT
REG. PUB. SUR. #1919
1406 Hether
Austin, TX 78704

December 17, 1986

EA19:14076.005



James M. Grant
COUNTY CLERK

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1987 JAN 13 PM 4:03

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me; and was duly RECORDED, in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on



JAN 14 1987
James M. Grant
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

AGENDA ITEM #28

Discuss and take appropriate action on changes to guidelines for Central Maintenance Facility training room use.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve changing the guidelines for Central Maintenance Facility training Room use. A \$50.00 re-keying fee will be charged if the key is not returned. Instead of a fee for each use.

Vote: 5 - 0

<Clerk copy here>

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**WILLIAMSON COUNTY CENTRAL MAINTENANCE FACILITY
GUIDELINES FOR USE OF TRAINING ROOM**

1. Pct. 3 County Commissioner's office will be responsible for keeping the calendar for use of this room. The room is intended to be used for training and/or for county-associated functions. Call 512-930-3270 to reserve room in advance and arrange for payment and pick up/return of key.
2. Fees for use of the room are set by Commissioners Court. The fee schedule is:

Room only -\$75 - for-profit groups / no charge for non-profit groups
Kitchen \$50 - all groups except Wm. Co. FCE clubs
Re-keying \$50 - if key is not returned
3. No alcoholic beverages are to be served on County property. Anyone using the room will be responsible for clean-up and setting tables/chairs back to the original configuration (posted on north wall). The room should be left in excellent condition for the next group using it. Lights are to be turned off when leaving the building and outside doors locked.
4. Keys are to be returned promptly after use of facility. If room is used on weekend, key should be returned the morning of the following work day.
5. If using room during regular business hours, please avoid interfering with the workday of County employees in the building. A public telephone is in the hallway.

THANK YOU for your cooperation!

AGENDA ITEM #29

Consider approving resolution for funds for School Resource Officer at Grisham & Deer Park Middle Schools in Round Rock.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve resolution for funds for School Resource Officer at Grisham & Deer Park Middle Schools in Round Rock. With a letter of approval from the Principals from each school.

Vote: 5 - 0

AGENDA ITEM #30

Discuss and take appropriate action on hiring additional engineer for URS or outside firm for certain projects.

Commissioner Boatright asked to table until next week. He would like a Job Description of the additional engineer.

AGENDA ITEM #31

Consider approving County Judge, County Auditor and Information Services Director to work with elected officials and department heads on workflow issues.

Commissioner Heiligenstein asked to table for 2 weeks until a project summary could be done.

AGENDA ITEM #32

Consider taking appropriate action for removal of house at 307 Main St., Georgetown.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize publishing of removal of the house at 307 Main St. Georgetown, and to have apartment demolished.

Vote: 5 - 0

AGENDA ITEM #33

Consider authorizing advertising and setting date to open bids for crushing material donated by the US Army Corp of Engineers at Lake Georgetown.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and set May 2, 200 to open bids for crushing material donated by the US Army Corp of Engineers at Lake Georgetown.

Vote: 5 - 0

AGENDA ITEM #34

Consider awarding, rejecting or extending bids for uniforms for law enforcement and jail personnel.

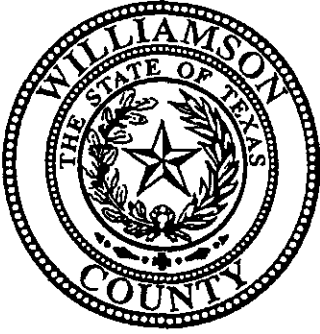
Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To award Miller Uniforms & Emblems Inc with the contract for uniforms for law enforcement and jail personnel.

Vote: 5 - 0

<Clerk copy here>



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WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET - SUITE 303
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Procurement>

UNIFORMS FOR LAW ENFORCEMENT AND JAIL PERSONNEL

BID NUMBER: 00WC216

BID OPENING DATE & TIME: MARCH 28, 2000 - 2:30 PM

RECEIVED BIDS FROM:

MILLER UNIFORMS & EMBLEMS, INC.

RECOMMEND AWARD BE MADE TO:

MILLER UNIFORMS & EMBLEMS, INC.

*approved 4-4-00
John C. Daefler*

BIDS SENT OUT TO:

ADMIRAL LINEN & UNIFORM
G & K SERVICES
MILLER UNIFORMS & EMBLEMS
DIRECT ACTION UNIFORMS
TOTAL UNIFORMS
UNIFORM CONCEPTS
C& G WHOLESALE - DALLAS, TEXAS
CINTAS UNIFORMS - ROUND ROCK, TEXAS

WILLIAMSON COUNTY BID FORM

149

UNIFORMS FOR LAW ENFORCEMENT AND JAIL PERSONNEL

BID NUMBER: 00WC216 BID OPENING DATE & TIME: MARCH 28, 2000 - 2:30 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: MILLER UNIFORMS + Emblems, Inc.Mailing Address: 2135 WEST ANDERSON LaneCity: AUSTIN State: TX. Zip: 78757Telephone: (512) 302-5541 Fax: (512) 302-5516Signature of Person Authorized to Sign BID: Marc Miller Date of BID: 3/25/00Name and Title of Signer: MARC A. MILLER - VICE PRESIDENT
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING: C O P Y

Prompt Payment Discount: _____ % _____ days. (If no discount is offered, Net 30 will apply.)

☒ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

150

Design: lightweight, reversible, waterproof raincoat, fully cut, kimono style design with two slash through side openings, badge holder on the dark side of the left breast, double needle lap seam felled construction joining the top portion of the coat to the bottom portion of the coat, approximately 32.5 inches from the bottom hem of the coat, bottom hem of coat shall be a 0.75 inch turn-up securely stitched through and through the bottom of the coat, facings, coat, and sleeve hems shall be black to prevent the high-visibility side from peaking through. On the high-visibility side only a strip of #8850 Scotchlite shall be heat applied to the seam connecting the top and bottom portions of the coat from the edge of one front to the edge of the other and a strip of #8930 Scotchlite shall be sewn to the cuff of each sleeve.

Sizes: Regular – Extra Small (XS) to Triple Extra Large (3XL)
Long – Medium (M) to Triple Extra Large (3XL)

Color: Black reversing to High Visibility Orange with reflective trim around chest and cuffs

BID SHEET - SEE EXTENDED/REVISED VERSION ATTACHED.

ITEM #	BRAND BID	STYLE #	MEN'S	LADIES	SIZES	PRICE EACH
1			√			
1				√		
2			√			
2				√		
3			√			
3				√		
4			√			
4				√		
5		SS	√			
5		SS		√		
5		LS	√			
5		LS		√		
6			√			
6				√		
7			√			
7				√		
8				√	LADIES	
8			√	√	REG	
8			√	√	LONG	
8			√	√	X-LONG	
9			√	√	REG	
9			√	√	LONG	
10			√	√	REG	
10			√	√	LONG	

BID SHEET

151

ITEM #	BRAND BID	STYLE #	MEN	LADIES	SIZES	PRICE E.
1	BLAUER	8810	✓		28-42	*51.00
1	BLAUER	8810W		✓	44-54	*56.10
2	WRANGLER	00082BN	✓		6-20	*51.00
2	WRANGLER	00082BN	✓		22-24	*56.10
3	MARTINS	21255	✓		28-42	*25.85
3	MARTINS	21455		✓	44-54	*29.35
4	HORACE SMALL	X13678	✓		28-54	*35.20
4	HORACE SMALL	X13678L		✓	44-54	*38.75
5	HORACE SMALL	Z962TB	✓		4-20	*35.20
5	HORACE SMALL	Z962TB	✓		22-24	*38.75
5	HORACE SMALL	Z922TB	✓		28-54	*47.50
5	HORACE SMALL	Z922TB	✓		2-24	*47.50
6	HORACE SMALL	Z962TB	✓		SS 14-18½	*29.75
6	HORACE SMALL	Z962TB	✓		SS 19-20, ANY LONG BODY	*35.70
6	HORACE SMALL	Z922TB	✓		LS 14-18½	*32.00
6	HORACE SMALL	Z922TB	✓		LS 19-20 ANY LONG BODY, ANY SLEEVE ADJUSTMENT NOT ON SIZE SCALE	*38.40
7	HORACE SMALL	Z659TP	✓		SS 14-20	*43.50
7	HORACE SMALL	Z669TP		✓	SS 32-46	*43.50
7	HORACE SMALL	Z519TP	✓		LS 14-20	*47.00
7	HORACE SMALL	Z529TP		✓	LS 32-46	*47.00
8	S. BROOME	90028		✓	SHORT - LADIES	*3.50
8	S. BROOME	90001	✓		REGULAR	*3.50
8	S. BROOME	90019	✓		LONG	*3.75
8	S. BROOME	90063	✓		X-LONG	*4.00
9	BLAUER	6015	✓		XS - 3XL REGULARS	*137.50
9	BLAUER	6015	✓		M - 3XL LONGS	*137.50
10	BLAUER	26990	✓		XS - 3XL REGULARS	*84.00
10	BLAUER	26990	✓		M - 3XL LONGS	*84.00
VENDOR NAME: Miller Uniforms & Emblems, Inc.						

MILLER UNIFORMS & EMBLEMS, INC.

2135 W. ANDERSON LANE AUSTIN, TX 78757 (512) 302-5541 (512) 302-5516 FAX

SIZE SCALE

S. BROOME STYLE

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90028-	14.5" CLIP-ON/VELCRO TIE ~ Womens/Boys
90001-	18" CLIP-ON/VELCRO TIE ~ Men's Regular
90019-	20" CLIP-ON/VELCRO TIE ~ Men's Long
90063-	22" CLIP-ON TIE ~ Men's Extra Long

BLAUER STYLE
#6015 / #26990
MENS/UNISEX SIZING ONLY

U8	XS	S	M	L	XL	2XL	3XL
R	•	•	•	•	•	•	•
L			•	•	•	•	•

BLAUER ONLY
Size Conversions

Men's							
Jackets/Sweaters							
Chest	32-34	36-38	40-42	44-46	48-50	52-54	56-58
Size	XS	S	M	L	XL	2XL	3XL

Women's					
Jackets/Sweaters					
Dress Size	8-10	12-14	16-18	20-22	24-26
Woman's Size	S	M	L	XL	2XL
Unisex Size	XS	S	M	L	XL

MILLER UNIFORMS & EMBLEMS, INC.

2135 W. ANDERSON LANE AUSTIN, TX 78757 (512) 302-5541 (512) 302-5516 FAX

RETURN POLICY

154

Miller Uniforms & Emblems, Inc. has an open exchange, return, refund, credit policy. Any garment not worn or laundered may be returned, with or without patches sewn, striping applied, or pants hemmed - no questions asked. No re-stocking fee would be assessed on any returns.

WARRANTY POLICY - ONE FULL YEAR

Any item that proves defective in any way may be returned to Miller Uniforms & Emblems, Inc. for replacement, repair or refund. The one year warranty on shirts and pants is valid provided the garments are worn and laundered no more than once a week. This warranty is void if the garment has been subjected to accidental damage, abuse, or is worn out due to excessive wear and laundering as noted above.

Consider awarding, rejecting or extending bids for above ground fuel system installation and removal at Pct 4.

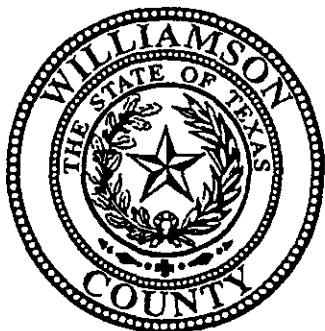
Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To award TECOM UST Systems, Inc. with the contract for above-ground fuel system installation and removal at Pct 4.

Vote: 5 - 0

<Clerk copy here>



**WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET - SUITE 303
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

**ABOVE GROUND FUEL SYSTEM REMOVAL & INSTALLATION
PCT # 4 – TAYLOR, TEXAS**

BID NUMBER: 00WC214

BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

RECEIVED BIDS FROM:

TECOM UST SYSTEMS, INC.
AUS-TEX SERVICE STATION EQUIPMENT, INC.
UNIFIED SERVICES OF TEXAS, INC.

RECOMMEND AWARD BE MADE TO:

TECOM UST SYSTEMS, INC.
(see attached bid tab)

approved 4-4-00
John C. Daifler

March 30, 2000

**WILLIAMSON COUNTY
PURCHASING DEPARTMENT**

FORMAL REQUEST FOR BIDS

**ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 – TAYLOR, TEXAS**

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

Three bids were received for the above referenced project and are listed as follows:

	Base Bid	Add Alternate
Tecom UST Systems, Inc.	\$72,856.00	\$4,970.40
Aus-Tex Service Station Equipment, Inc.	\$79,309.00	\$5,588.00
Unified Services of Texas, Inc.	\$88,500.00	\$10,640.00

After review of the bidders' proposals, documents, unit prices, and statement of qualifications, Dwight C. Russell Associates, Inc. recommends that Williamson County enter into a contract with Tecom UST Systems, Inc. for the total Contract Award of \$77,826.40.

Sincerely,

David L. Urban, P. E.
Project Engineer

COPY

WILLIAMSON COUNTY BID FORM

ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 – TAYLOR, TEXAS

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: AUS-TEX SERVICE STATION EQUIPMENT, INC.Mailing Address: P.O. Box 141519City: AUSTIN State: TX Zip: 78714-1519Telephone: (512) 278 1000 Fax: (512) 278 1006Edward Mann
Signature of Person Authorized to Sign BIDDate of BID: MARCH 28, 2000Name and Title of Signer: EDWARD MANN, PROJECT MANAGER
(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

BIDDERS PROPOSAL
FOR CONSTRUCTION CONTRACT

COPY

INSTRUCTIONS: The Bidder shall copy this form on his letterhead, filling all blanks with the required information. The Bidder shall submit all information required by the Williamson County Formal Request for Bids.

Reference is made to the following-described Work of construction, alteration or repair: The installation of a dual compartment 6,000-gallon aboveground tank (AST), 3,000-gallons for diesel service and 3,000-gallons for unleaded gasoline service. The AST will be a dual-wall, Fireguard tank with a two (2) hour fire rating. The project includes the removal of the two (2) existing 1,000-gallon and 2,000-gallon aboveground fuel tanks located at the Williamson County Pricinct 4 facility at Highway 95 and Mississippi Street, Taylor, Texas.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings, and Specifications prepared by Dwight C. Russell Associates, Inc. (7801 N Lamar Blvd., Suite D-77, Austin, Texas 78752), Special Instructions to Bidders, and the following numbered and dated Addenda:

Performance and Payment Bonds will be required as defined in the Williamson County Bid Documents located in the Preface; Williamson County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that Williamson County may reject any or all bids; and that Williamson County may waive objection to any informality in submission of bids.

This Proposal is accompanied by a bank Cashier's Check or a Bid Bond (on the form prescribed by Williamson County made payable to Williamson County in amount equal to five percent of the Base Bid, which sum will be received and retained by Williamson County as liquidated damages in the event that the undersigned Bidder should fail, if awarded the Contract within ten (10) days thereafter to execute and return the Agreement, together with Performance and Payment Bonds as indicated.

The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Williamson County Precinct #4 Lump Sum \$ <u>750.00</u>	\$ <u>750.00</u>
2	1 each	Installation of a 6,000 gallon, dual wall, aboveground fuel storage tank, Steel Tank Association "Fireguard" Cylindrical Tank, dual compartment with double bulkhead, to include the containment cell and all associated piping, controls, valves, dispensers, electrical service, chain link fence and gates, security light, and startup of the fuel dispensing system. Lump Sum \$ <u>77411.00</u>	\$ <u>77411.00</u>
3	Lump Sum	Degas, inert, remove, and dispose of one (1) 2,000-gallon AST and one (1) 1,000-gallon AST in accordance with "API 1604", Safe Removal of Underground Storage Tanks". Lump Sum \$ <u>1148.00</u>	\$ <u>1148.00</u>

TOTAL BASE BID \$ 79,309.00

SEVENTY NINE THOUSAND THREE HUNDRED NINE DOLLARS.
(written)

Add Alt. Square Foot Cost per square foot to install 6-inch concrete drive.
 Per Square Foot \$ 3.68
 Estimated square feet 1,520 Square Feet

160
 \$ 5588.00

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation, maintenance, and removal of traffic control, barricades, and excavation safety devices.
2. Demolition, removal, and disposal of concrete.
3. Overhead electrical service from the maintenance barn spanning across Mississippi Street to the AST.
4. Relocation of 6-foot fencing and installation of new gate and fencing.
5. Upon completion of the contract, prior to final payment, the Contractor will deliver to Williamson County a written one year warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Williamson County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, agent, or employee of Williamson County in connection with information regarding this bid, the submission of this bid, the award of this bid, or the performance, delivery, or sale pursuant to this bid. Bidder certifies and represents that no public official, employee, or agent of Williamson County has an interest in this bid.

Bidder: AUS-TEX SERVICE STATION EQUIP By: Edward Mann
 Address: P.O. Box 141519 Title: PROJECT MANAGER
AUSTIN, TEXAS 78714-1519 Date: MARCH 28, 2000

COPY

CASHIER'S CHECK

CHASE BANK OF TEXAS
NATIONAL ASSOCIATION
AUSTIN, TEXAS 78789
Member FDIC



A 3660004163
DATE 03/28/2002

REMITTER ***AUS-TEX SERVICE STATION EQUIPMENT
INC.***
OF TEXAS
PAY TO THE
ORDER OF ***WILLIAMSON COUNTY***

\$3,965.45

CT/CBT/5.00

A 60 day waiting period and an
indemnifying Bond is required to
replace this check.

RECEIVED OVER 310 DOLLARS
Michael B. Williams
AUTHORIZED SIGNATURE

⑈3660004163⑈ ⑆11001150⑆ ⑈0010199979B⑈

DWIGHT C. RUSSELL ASSOCIATES, INC.**COPY**

Consulting Engineers and Environmental Scientists

162**ADDENDUM NO. 1**

March 24, 2000

Williamson County Bid No. 00WC214

The following items are acceptable in addition to the originally specified items:

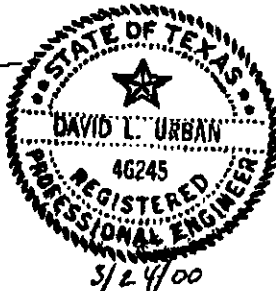
1. Electronic Tank Gauge: Gilbarco EMC Aboveground tank system (ATS), console, and Mag-2 probes.
2. Area Light: F-A-L #EFL-40H-04-T-76-BR-P 400 watt MH Economy Floodlight W/photocell.

The following change to the contract documents is required to maintain manufacturers' warranties.

1. The control wires for the Tech-21 and Veeder Root Tank Gauge will be installed underground, in rigid metal conduit, from the AST to their respective consoles located in the bunkhouse. The electrical service will remain overhead from the power pole to the light pole across Mississippi Street.
2. With regard to the requirement for factory authorized personell start-up and warranty service, any firm which is not factory-authorized for start-up and maintenance of the specified equipment shall submit a letter with the bid, signed by a corporate officer attesting that the firm will contract with factory-authorized companies for all start-up and maintenance.

Bidders are advised to note receipt of this addendum on the bid form.

David L. Urban
David L. Urban, P.E.
Project Engineer



7801 North Lamar, Suite D-77 • Austin, Texas 78752 • (512) 452-8834 • Fax (512) 450-0444

RECEIVED BY AUS-TEX SERVICE
STATION EQUIPMENT
ON MARCH 24, 2000

WILLIAMSON COUNTY BID FORM

163

ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 - TAYLOR, TEXAS

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Tecom UST Systems, Inc.Mailing Address: 11705 N. Lamar Blvd.City: Austin State: TX Zip: 78753Telephone: (512) 837-5055 Fax: (512) 837-1150
Signature of Person Authorized to Sign BIDDate of BID: 3/28/2000Name and Title of Signer: Asa Thornton, Vice President
(Please Print or Type)

Addenda Acknowledgement: Number (1) One

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

Tecom UST Systems, Inc

**BIDDERS PROPOSAL
FOR CONSTRUCTION CONTRACT**

164

INSTRUCTIONS: The Bidder shall copy this form on his letterhead, filling all blanks with the required information. The Bidder shall submit all information required by the Williamson County Formal Request for Bids.

Reference is made to the following-described Work of construction, alteration or repair: The installation of a dual compartment 6,000-gallon aboveground tank (AST), 3,000-gallons for diesel service and 3,000-gallons for unleaded gasoline service. The AST will be a dual-wall, Fireguard tank with a two (2) hour fire rating. The project includes the removal of the two (2) existing 1,000-gallon and 2,000-gallon aboveground fuel tanks located at the Williamson County Pricinct 4 facility at Highway 95 and Mississippi Street, Taylor, Texas.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings, and Specifications prepared by Dwight C. Russell Associates, Inc. (7801 N Lamar Blvd., Suite D-77, Austin, Texas 78752), Special Instructions to Bidders, and the following numbered and dated Addenda:

Performance and Payment Bonds will be required as defined in the Williamson County Bid Documents located in the Preface; Williamson County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that Williamson County may reject any or all bids; and that Williamson County may waive objection to any informality in submission of bids.

This Proposal is accompanied by a bank Cashier's Check or a Bid Bond (on the form prescribed by Williamson County made payable to Williamson County in amount equal to five percent of the Base Bid, which sum will be received and retained by Williamson County as liquidated damages in the event that the undersigned Bidder should fail, if awarded the Contract within ten (10) days thereafter to execute and return the Agreement, together with Performance and Payment Bonds as indicated.

The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Williamson County Precinct #4 Lump Sum \$ 3,243.00	\$ 3,243.00
2	1 each	Installation of a 6,000 gallon, dual wall, aboveground fuel storage tank, Steel Tank Association "Fireguard" Cylindrical Tank, dual compartment with double bulkhead, to include the containment cell and all associated piping, controls, valves, dispensers, electrical service, chain link fence and gates, security light, and startup of the fuel dispensing system. Lump Sum \$ 67,796.00	\$ 67,796.00
3	Lump Sum	Degas, inert, remove, and dispose of one (1) 2,000-gallon AST and one (1) 1,000-gallon AST in accordance with "API 1604", Safe Removal of Underground Storage Tanks". Lump Sum\$ 1,817.00	\$ 1,817.00
TOTAL BASE BID \$			72,856.00

Seventy-Two Thousand Eight Hundred Fifty-Six DOLLARS.
(written)

Tecom UST Systems, Inc.

xxiv

Add Alt. Square Foot

Cost per square foot to install 6-inch concrete drive.

Per Square Foot \$ 3.27

Estimated square feet 1,520 Square Feet

\$ 4,970.40

165

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation, maintenance, and removal of traffic control, barricades, and excavation safety devices.
2. Demolition, removal, and disposal of concrete.
3. Overhead electrical service from the maintenance barn spanning across Mississippi Street to the AST.
4. Relocation of 6-foot fencing and installation of new gate and fencing.
5. Upon completion of the contract, prior to final payment, the Contractor will deliver to Williamson County a written one year warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Williamson County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, agent, or employee of Williamson County in connection with information regarding this bid, the submission of this bid, the award of this bid, or the performance, delivery, or sale pursuant to this bid. Bidder certifies and represents that no public official, employee, or agent of Williamson County has an interest in this bid.

Bidder: Tecom UST Systems, Inc.

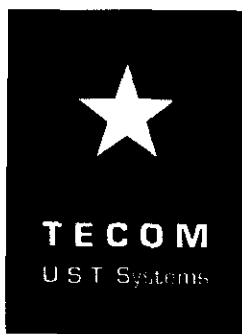
By: 

Address: 11705 N. Lamar Blvd.

Title: Vice President

Austin, Texas 78753

Date: 3/27/2000



11705 N. Lamar Blvd. ★ Austin, TX 78753 ★ (512)837-5055 ★ Fax (512)837-1150

Williamson County Auditors Office
Purchasing Department
710 Main Street, Suite 303
Georgetown Texas 78626

March 24,2000

Re: Williamson County Bid No. 00WC214

Dear Sir/Madam,

As required by addendum No. 1 of the contract documents for the above referenced bid on the Above Ground Fuel System Installation & Removal, Pct. #4-Taylor Texas, Tecom UST Systems certifies that all startup up, warranty repairs and maintenance will be performed by factory authorized companies which will be contracted by Tecom UST Systems to provide these services.

Respectfully,

Asa Thornton
Vice President

Williamson Co.-Taylor Bid File:



Bond No. N/A

BID BOND

The American Institute of Architects
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Tecom U.S.T. Systems, Inc.
as Principal, and Frontier Insurance Company, Rock Hill, New York 12775, a corporation duly organized under the laws of the State
of New York as Surety, are held and firmly bound unto Williamson County Precinct, Taylor, Texas
as Oblige, in the sum of **5% of Greatest Amount Bid**

----- Dollars (\$ **5% of G.A.B.**),
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 Solicitation #00WC214: Fuel System Replacement,
Taylor, Texas

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 thereof 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 28th day of March ~~19~~ 2000

(SEAL)

Tecom U.S.T. Systems, Inc.
(Principal)

Thomas J. Collins
(Title)

(SEAL)

FRONTIER INSURANCE COMPANY
(Surety)

Carla J. Ball
Carla J. Ball Attorney-In-Fact

POWER OF ATTORNEY

Know All Men By These Presents: That FRONTIER INSURANCE COMPANY, a New York Corporation, having its principal office in Rock Hill, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the 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 when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: Janice G. Correy James W. Baughman
Kathleen Day Kelly A. Knisel Carla J. Ball

of Dallas, in the State of Texas
its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED FIVE MILLION (\$5,000,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, FRONTIER INSURANCE COMPANY of Rock Hill, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this 19th day of April 1999

FRONTIER INSURANCE COMPANY



State of New York
County of Sullivan

ss.:

BY:

THEODORE J. RUPLEY, President

On this 19th day of April 1999 before me, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came THEODORE J. RUPLEY of FRONTIER INSURANCE COMPANY to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal at Rock Hill, New York, the day and year above written.





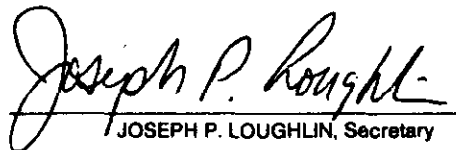
ALICIA A. LANESE
Notary Public State of New York
Sullivan County Clerk's No. 2396
Commission Expires July 8, 2000

CERTIFICATION

I, JOSEPH P. LOUGHLIN, Secretary of FRONTIER INSURANCE COMPANY of Rock Hill, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the facsimile seal of the corporation this 28th day of March, 2000




JOSEPH P. LOUGHLIN, Secretary

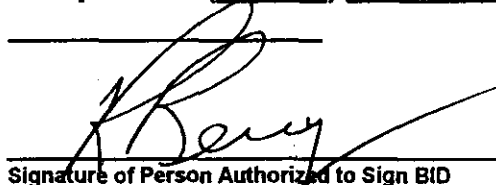
WILLIAMSON COUNTY BID FORM

169

ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 – TAYLOR, TEXAS

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: UNIFIED SERVICES OF TEXAS, INC.Mailing Address: 330 NORTH PARK DRIVECity: SAN ANTONIO State: TX Zip: 78216Telephone: (210) 403-2900 Fax: (210) 403-2903
Signature of Person Authorized to Sign BIDDate of BID: MARCH 28, 2000Name and Title of Signer: RICHARD N. BERRY, P.E. DIRECTOR OF ENGINEERING
(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

**BIDDERS PROPOSAL
FOR CONSTRUCTION CONTRACT**

COPY

170

INSTRUCTIONS: The Bidder shall copy this form on his letterhead, filling all blanks with the required information. The Bidder shall submit all information required by the Williamson County Formal Request for Bids.

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The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings, and Specifications prepared by Dwight C. Russell Associates, Inc. (7801 N Lamar Blvd., Suite D-77, Austin, Texas 78752), Special Instructions to Bidders, and the following numbered and dated Addenda:

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The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Williamson County Precinct #4 Lump Sum \$ <u>3,900.00</u>	\$ <u>3,900.00</u>
2	1 each	Installation of a 6,000 gallon, dual wall, aboveground fuel storage tank, Steel Tank Association "Fireguard" Cylindrical Tank, dual compartment with double bulkhead, to include the containment cell and all associated piping, controls, valves, dispensers, electrical service, chain link fence and gates, security light, and startup of the fuel dispensing system. Lump Sum \$ <u>83,100.00</u>	\$ <u>83,100.00</u>
3	Lump Sum	Degas, inert, remove, and dispose of one (1) 2,000-gallon AST and one (1) 1,000-gallon AST in accordance with "API 1604", Safe Removal of Underground Storage Tanks". Lump Sum \$ <u>1,500.00</u>	\$ <u>1,500.00</u>
TOTAL BASE BID. \$ <u>Eighty Eight Thousand Five Hundred</u>			
<u>Dollars and no/100</u> (\$88,500.00) (written)			DOLLARS.

COPY

Add Alt. Square Foot Cost per square foot to install 6-inch concrete drive.
 Per Square Foot \$ 7.00
 Estimated square feet 1,520 Square Feet

\$10,640.00

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation, maintenance, and removal of traffic control, barricades, and excavation safety devices.
2. Demolition, removal, and disposal of concrete.
3. Overhead electrical service from the maintenance barn spanning across Mississippi Street to the AST.
4. Relocation of 6-foot fencing and installation of new gate and fencing.
5. Upon completion of the contract, prior to final payment, the Contractor will deliver to Williamson County a written one year warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Williamson County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, agent, or employee of Williamson County in connection with information regarding this bid, the submission of this bid, the award of this bid, or the performance, delivery, or sale pursuant to this bid. Bidder certifies and represents that no public official, employee, or agent of Williamson County has an interest in this bid.

Bidder: UNIFIED SERVICES OF TEXAS, INC.By: Address: 330 NORTH PARK DRIVETitle: DIRECTOR OF ENGINEERINGSAN ANTONIO, TEXAS 78216Date: MARCH 27, 2000

Unified Services of Texas, Inc.
 330 North Park Dr.
 San Antonio, Texas 78216

COPY

MID-CONTINENT CASUALTY COMPANY

Box 1409

TULSA, OKLAHOMA 74101

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BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Unified Services of Texas, Inc.

as Principal, and the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, and authorized to do business in the State of Texas as Surety, are held and firmly bound unto the

/Williamson County

as obligee,

in the sum of 5% of bid amount DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to the Principal for:

Above ground storage tank removal & installation
Taylor, TX (PCT #4)

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligor; or if the Principal shall, in case of failure so to do, pay to the Obligor the damages which the Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 23rd day of March XX2000

Unified Services of Texas, Inc.

Principal(s)

By [Signature]

MID-CONTINENT CASUALTY COMPANY

By [Signature]

Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY
Tulsa, Oklahoma

COPY
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Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7. - The Executive Officers of the Company shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint Barbara Eden, Rhonda Hoopingarner, Fred Monroe and M. A. Monroe, individually of ARLINGTON, TX

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed,
Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF, MID-CONTINENT CASUALTY COMPANY has executed and attested these
presents this 10 day of January, 2000

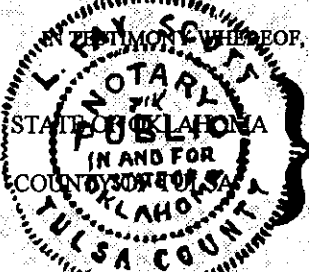
ATTEST:

Sara Anderson
SARA ANDERSON ASSISTANT SECRETARY

Todd Bazata
TODD BAZATA VICE PRESIDENT

On this 10 day of January, 2000 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.



My Commission expires 11-14-00

L. Fay Scott
L FAY SCOTT Notary Public

I, SARA ANDERSON Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

This certifies that any facsimile or mechanically-produced signature of any officer of the Company and Company seal, wherever appearing upon a power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of March, 2000



Sara Anderson
SARA ANDERSON Assistant Secretary

AGENDA ITEM #36

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Discuss and take appropriate action on allocating a portion of the tobacco money to Clean Air Force.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve up to \$35,000.00 or the amount that Travis County adds which ever is less to be taken from the tobacco money to Clean Air Force.

Vote: 5 – 0

AGENDA ITEM #37

Consider approving request from WBCO for paving material for new Head Start facility in Taylor. (Pct 4)

Commissioner Limmer requested this item be tabled until next week

AGENDA ITEM #38

Consider approving delinquent tax attorney contract.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve renewal contract of current delinquent tax attorney, McCreary, Veselka, Bragg and Allen, P.C. A change will be made to the contract not to imply that this is a 6 year contract. Commissioner Heiligenstein also requested that a RFP be sent at the end of this contract.

Vote: 3 - 2 – With Commissioners Heiligenstein and Commissioner Hays voting against the motion.

<Clerk copy here>

V.

The Firm agrees to make annual written delinquent tax collection progress reports to **The County** or at anytime upon request.

VI.

for **The Firm** will to pay to **The County**, an amount not to exceed \$57,000 to reimburse **The County** for the purchase of computer hardware and software and office equipment for the Williamson County tax office during the period from June 1, 2000 and June 30, 2003, ~~and, if applicable, the same amount during a second three year term from July 1, 2003 to June 30, 2006, and thereafter, if applicable, an amount to be mutually agreed upon by the parties.~~ In addition, in order to defer the cost of the maintenance fees on **The County** tax office computer system and meet future expenses of **The County** tax office related to property tax collections, **The County** shall be entitled to withhold from fees due **The Firm**, the amount of \$1,667 per month during the term of this contract. **The Firm** will process and mail at its expense notices of delinquency which include all current year delinquent taxes in either February or March and in May of each year. Prior to May 10th of each year, **The County** shall furnish to **The Firm** on electronic media all data necessary to process and mail the notices of delinquency required by Section 33.07 of the Texas Property Tax Code.

VII.

The County agrees to pay **The Firm**, for services rendered, subject to the provisions of Paragraph VI. of this contract, Fifteen Per Cent (15%) of all delinquent taxes, penalty and interest collected by the Williamson County tax office for **The County** and all the other taxing unit for which **The County** collects during the term of this contract. The penalty imposed pursuant to Section 33.07 of the Texas Property Tax Code is not subject to this contractual fee. **The County** does hereby adopt of the additional penalty provided by Section 33.07 of the Texas Property Tax Code. All fees provided for in this contract shall become the property of **The Firm** at the time payment of taxes, penalty and interest is made to **The County**. **The County** shall pay fees due **The Firm** monthly by check. **The County** shall provide office space to **The Firm** in close proximity to The County tax office similar to that occupied by **The Firm** since June, 1997.

VIII.

for This contract is drawn to cover an initial term beginning June 1, 2000, and ending June 30, 2003; ~~provided however, that this contract shall continue in full force and effect thereafter under the same terms and conditions for an additional three year term ending June 30, 2006, unless either party delivers written notice to the other party as provided herein of its intent to terminate this contract on June 30, 2003.~~ Nevertheless, either **The Firm** or **The County** may terminate this contract by delivering written notice of termination to the other party at least thirty days prior to each anniversary date of this contract. The anniversary date of this contract shall be deemed to June 30th. *for* ~~It is further agreed that this contract shall continue in full force and effect after June 30, 2006, from year to year on the same terms and conditions until either party delivers written notice to the other party of its intent to terminate this contract at least thirty (30) days prior to the anniversary date of~~

IX.

This contract is executed on behalf of The County by the County Judge who is authorized to execute this contract by order heretofore passed by the Commissioners' Court and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 4 day of April, A.D. 2000, Williamson County, Texas, to be effective as of June 1, 2000.

THE COUNTY OF WILLIAMSON, TEXAS

BY John C. Daefler 4-4-00
County Judge

McCREARY, VESELKA, BRAGG AND ALLEN, P.C.

Attorneys at Law
5929 Balcones Drive
P.O. Box 26990
Austin, Texas 78755

BY Harvey M. Allen
Harvey M. Allen

AGENDA ITEM #39

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Consider approving transfer and/or maintenance of Coupland Sewer project to Coupland Water Supply Corp.

Commissioner Limmer requested that this item be tabled until further notice.

AGENDA ITEM #40

Consider and take action with respect to the Resolution directing the publication of notice of intent to issue Williamson County Texas Combination Tax and Revenue Certificates of Obligation, for Juvenile Facility.

Judge Doerfler requested that this item be tabled until next week.

AGENDA ITEM #41

Discuss entering into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45 (EXECUTIVE SESSION REQUESTED AS PER VTCA Govt. Code sec 551.072 pertaining to real property)

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:30 A.M. ON TUESDAY, APRIL 4, 2000.

No action taken in Executive Session

COMMISSIONERS COURT RESUMMED FROM EXECUTIVE SESSION AT 11:55 A.M. ON TUESDAY, APRIL 4, 2000.

AGENDA ITEM #42

Discuss and take appropriate action on entering into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To enter into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45 5.85 mil or ½ of the acquisition will be taken from the voter approved 1996 bond.

Vote: 5 - 0

<Clerk copy here>

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2000, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, each of the parties hereto desire to provide for the acquisition of right-of-way within proposed State highway 45 through the property known as the la Frontera tract and the Berndt tract; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

TERMS AND CONDITIONS

1. The County and the City hereby agree to jointly pay for the costs to acquire the right-of-way for State Highway 45 through the La Frontera tract and the Berndt tract (the "Right-of-Way").
2. Williamson County will transfer Five Million Eight Hundred and Fifty Thousand and No/ 100 Dollars (\$5,850,000), or one-half of the cost to acquire the Right-of-Way, whichever is less, to the City within 45 days after the signing of this agreement.
3. As consideration for the above, the City agrees to acquire the Right-of-Way in its own name. The City agrees that no portion of the above-described County consideration shall be utilized for any purpose other than the acquisition of the Right-of-Way

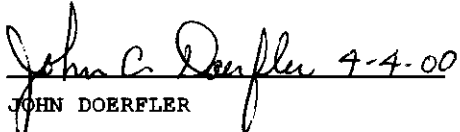
II.

MISCELLANEOUS

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated

in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.

3. This Agreement shall be performable in Williamson County, Texas.


JOHN DOERFLER
County Judge
Williamson County, Texas

ROBERT A. STLUKA
Mayor
City of Round Rock, Texas

ATTEST:

JOANNE LAND Asst. City Manager/City Secretary

Comments from commissioners.

Commissioner Heiligenstein is looking into a major office complex for the 79 land.

Commissioner Boatright received a memo from Simmons concerning the magistrate position for District Judge. He also received a thank you note for the NO parking area at Westwood High School.

Commissioner Hays received a letter back on the cave. A study has been done twice and nothing has been found.

COMMISSIONERS COURT ADJOURNED AT 12:20 P.M. ON TUESDAY, APRIL 4, 2000.

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THE FOREGOING MINUTES in Minutes Pages 01 through _182_, inclusive had at a Regular Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 11th day of April, 2000.

John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners Court, Williamson County Texas



By:

Deputy Clerk

Nancy E. Rister