

AGENDA ITEM 8

Consider transferring various computer printers, chairs, and table from 911 Communications to auction.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve transfer of various computer printers, chairs and table from 911 Communications to auction.

Vote: 5 - 0

< Attachment >

CHANGE OF FIXED ASSET STATUS

DATE 9-27-02

The following fixed asset is to be: (Circle one)

TRANSFERRED

SOLD

DISPOSED

DONATED

Fixed Asset:

Quantity	Description	Model	Serial #
1	Okidata Printer	320	507D1504991
1	Okidata Printer	320	702A1176743
1	Okidata Printer	320	907B2477358
1	Brown Laminate Table		
1	Office Chair w/ Rollers		
1	Brown Chair		

Transferred Asset:

FROM (Transferor): ~~AUCTION~~ 911 Comm

TO (Transferee): AUCTION

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.

Donated Asset:

Fair Market Value: _____

FROM (Donor): _____

TO (Recipient): _____

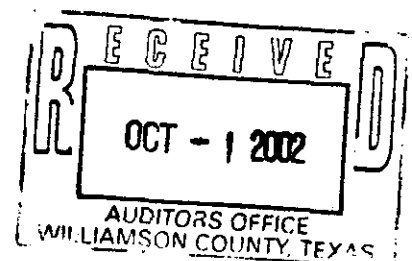
The Donor requests that this fixed asset be added to the Recipient's inventory.

Melissa Pogue

Transferor/Donor – Elected Official/Department Head

approved 10-8-02
John C. Saifert

Transferee/Recipient – Elected Official/Department Head



AGENDA ITEM 9

Consider transferring 13 rolling chairs from District Attorney to Maintenance.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To approve transfer of 13 rolling chairs from District Attorney to Maintenance.

Vote: 5 - 0

< Attachment >

CHANGE OF FIXED ASSET STATUS

DATE: 9-25-02

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

2) See note
XFR TO
AGENT.

FIXED ASSET

Quantity:	Description:	Model:	Serial#
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13 Blue cloth, rolling chairs

FROM (Transferor): District Attorney's Office, Department 440

TO (Transferee): *Facilities Maintenance*

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.

Approved 10-8-62
John C. Easler

John Bradley, District Attorney
Transferor - Elected Official/Department Head

Transferee – Elected Official/Department Head

AGENDA ITEM 10Consider transferring Minolta Tru Vision Projector from HR to auction.Moved: **Commissioner Boatright**Seconded: **Commissioner Heiligenstein**

Motion: To approve transfer of one Minolta Tru Vision Projector from HR to auction.

Vote: 5 - 0

< Attachment >

CHANGE OF FIXED ASSET STATUSDATE 9/24/2002

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

<u>Quantity</u>	<u>Description</u>	<u>Model</u>	<u>Serial #</u>
<u>1</u>	<u>Minolta TruVision Projector</u>	<u>MTP101</u>	<u>0810667</u>

FROM (Transferor): Human ResourcesTO (Transferee): Auction

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.

Lisa R. Zinke
 Transferor - Elected Official/Department Head

 Transferee - Elected Official/Department Head

approved 10-8-02
John C. Daifler

AGENDA ITEM 11

Consider the donation of a motorized photocopy stand from the Round Rock Police Department to the Williamson County Crime Scene Unit.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve the donation of a motorized photocopy stand from the Round Rock Police Department to the Williamson County Crime Scene Unit.

Vote: **5 - 0**

< Attachment >

**MEMORANDUM**

Williamson County Sheriff's Department
Headquarters Division

TO: Commissioners Court
FROM: Crime Scene Specialist Jennifer Smith
DATE: September 30, 2002
SUBJECT: Request for acceptance of asset transfer

Dear Sirs,

Round Rock Police Department has graciously offered the Williamson County Crime Scene Unit a fully motorized photo copy stand. This item would be a tremendous asset to our lab and enable us take 1 to 1 35mm photographs of evidence. Captain Bratton has stated verbally and in writing that we may utilize the copy stand until it breaks or we have no further use with no cost or liability to the county. We respectfully request for acceptance for the use of this asset. The approximate dollar value of this item is \$1,500.00.

approved 10-8-02
John C. Daehler

Sincerely,

Jennifer Smith
Jennifer Smith
Crime Scene Specialist
Williamson County S.O.

Shawn Newsom
Shawn Newsom
Captain, Major Crimes
Williamson County S.O.

[Signature]

✓

ROUND ROCK POLICE DEPARTMENT

615 E. PALM VALLEY BLVD
ROUND ROCK, TEXAS 78664
PHONE: (512) 218-5500
FAX: (512) 218-7060



"TO PROTECT and SERVE"

Sept. 16, 2002

Documentation for:

- Round Rock PD asset usage by Williamson County Crime Scene Unit

At this time we are turning over a photo copy stand and motorized camera mount to be used by Williamson County Crime Scene Unit. This Round Rock PD asset will be considered on loan to this division indefinitely or until requested back by Round Rock PD. It is requested that our crime scene technician have access to equipment if needed.

Williamson County SO will not be held responsible for any damage to equipment. If the equipment becomes inoperable or sustains major damage, we request that you notify our PD asset contact person with the damage information and pictures of damage if possible. At that time we will make a decision on whether to have the item picked up for auction or destroyed.

A handwritten signature in cursive script, reading "Alain R. Babin".

Approved by:
Lieutenant Alain Babin
Administrative Services
Round Rock Police Department

9-24-02

Date

A handwritten signature in cursive script, reading "John A. Marper".

Agreed upon by
Williamson County Sheriff's Office

09/30/02

Date

approved 10-8-02
John C. Dwyer

AGENDA ITEM 12

Acknowledge Matthew Painter as Deputy for Pct. #3 Constable's Office.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To acknowledge Matthew Painter as Deputy for Constable Precinct 3.

Vote: 5 - 0

< Attachment >

**Williamson County
CONSTABLE - PCT.3**

Memo

To: Williamson County Commissioners Court

From: Bobby Gutierrez, Constable, Pct.3

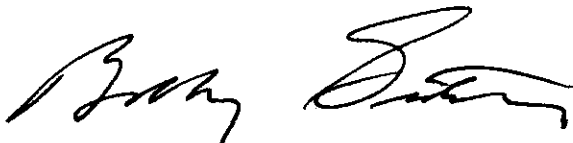
Date: 09/24/02

Re: Paid Deputy Position

This memo will serve as notification that I have offered Mr. Matthew Painter employment as a Deputy Constable for the Precinct Three Constable's Office. Mr. Painter will be filling one of the new Warrant Deputy positions approved for this fiscal year. This item is requested for the next possible Commissioner's Court agenda.

Mr. Matthew Painter was previously employed as a City of Georgetown Police Officer for over two (2) years. He recently chose to leave that employment. Our background investigation revealed a self motivated, honest individual with strong personal and professional work ethics. His interactions with the public are professional and compassionate. He is well educated with a degree and extensive police related education applicable to Constable type law enforcement. Even though his experience is solely with municipal law enforcement, the selection team strongly recommended his diverse educational background and unique work experience to be a valuable addition to the specialized law enforcement of the Precinct 3 Constable's Office. I firmly believe Matthew Painter will serve Williamson County proudly and well.

I thank you in advance for your acknowledgement. Please contact me if you need additional information on this matter.



Bobby Gutierrez, Constable, Precinct Three

approved 10-8-02
John C. Daehler

AGENDA ITEM 13

Approve annexation of eastern right of way of Cedar Breaks Road into the City of Georgetown.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve annexation of the eastern right of way of Cedar Breaks Road into the City of Georgetown.

Vote: **5 - 0**

< Attachment >

ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF GEORGETOWN, TEXAS

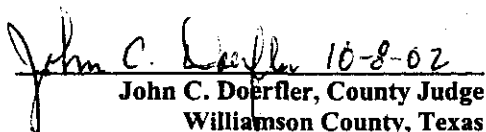
The undersigned owner of the hereinafter-described tract of land, which is vacant and without residents, hereby petitions your Honorable City Council to extend the present city limits so as to include as a part of the City of Georgetown, Texas the following described territory, to-wit:

Being all of a 1.22 ac. Tract of land out of the David Wright Survey, Abstract #13 described in a deed to Williamson County recorded in document No. 2001059428 of the official records of Williamson County, Texas.

Being all of a 0.20 ac. Tract of land out of the David Wright Survey, Abstract #13 described in a deed to Williamson County, recorded in document No. 2001043250 of the official records of Williamson County, Texas.

I hereby certify, under oath, that:

- (1) WILLIAMSON COUNTY, TEXAS IS THE TRUE AND ONLY OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, and
- (2) the above described tract of land is contiguous and adjacent to the current city limits of the City of Georgetown, Texas.

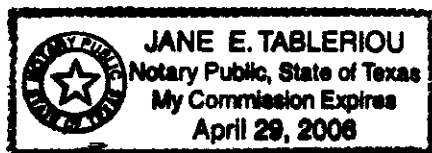

 John C. Doerfler, County Judge
 Williamson County, Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by John C. Doerfler

This 8 day of October, 2002, A.D.


 Notary Public, State of Texas



DEDICATION DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

WHEREAS, the SEC WILLIAMS/CEDAR BREAKS, L.P., a Texas limited partnership ("Grantor"), desires to give, donate, and dedicate certain real property to WILLIAMSON COUNTY ("Grantee"); and

WHEREAS, Grantee has agreed to accept the donation and dedication of such property;

THEREFORE, Grantor HAS GIVEN, GRANTED, and CONVEYED, and by these presents DOES GIVE, GRANT and CONVEY unto Grantee all that certain land situated in Williamson County, Texas, and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to all appurtenances thereon or in anywise appertaining thereto (collectively referred to as the "Property").

This conveyance and the warranties of title herein are further expressly made subject to any and all liens, encumbrances, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, leases, easements and other exceptions, in any, relating to the Property, to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Williamson County, Texas, or that may be apparent on the Property.

In addition to the dedication described herein, Grantor hereby grants to Grantee and its agents a ninety (90') foot temporary construction as shown on the sketch accompanying Exhibit "A". Said temporary construction easement shall terminate on the earlier of: (i) the completion of said remedial repairs, or (ii) December 31, 2001.

This conveyance is made under threat of condemnation.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, but subject, however, as aforesaid.

EXECUTED on this 12th day of June, 2001.

SEC WILLIAMS/CEDAR BREAKS, L.P.,
a Texas limited partnership

By: *William S. Smalling*

WILLIAM S. SMALLING, General Partner

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12th day of June, 2001, by WILLIAM S. SMALLING, General Partner of SEC WILLIAMS/CEDAR BREAKS, L.P., a Texas limited partnership, on behalf of said partnership.

Elizabeth G. Wells
Notary Public in and for
The State of Texas

Please Return To:
Sheets & Crossfield, P. C.
309 East Main
Round Rock, Texas 78664

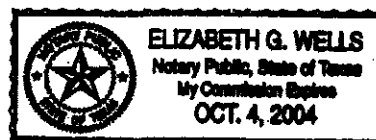


EXHIBIT "A"

0.20 ACRE
SEC WILLIAMS/CEDAR BREAKS, L.P.
ADDITIONAL RIGHT-OF-WAY

F.N.5349R (JMC)
DECEMBER 7, 2000
SRI JOB NO. 2776-01

A DESCRIPTION OF A 0.20 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 15.8324 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SEC WILLIAMS/CEDAR BREAKS, L.P., RECORDED IN VOLUME 2719, PAGE 22 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.20 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4-inch iron rod found in the east right-of-way line of Cedar Breaks Road, said right-of-way being described as the north access road to North Fork Reservoir in a deed to the United States of America, recorded in Volume 614, Page 432 of the Deed Records of Williamson County, Texas, said iron rod being also at the southwest corner of said 15.8324 acres, and at the northwest corner of that certain 21.3972 acre tract of land described in a deed to Mueller Family Partnership #1, L.P., recorded in Document No. 9655491 of the Official Records of Williamson County, Texas, for the southwest corner of this tract;

THENCE, with the east right-of-way line of said Cedar Breaks Road, being the west line of said 15.8324 acres, N 25° 08' 52" E, passing at 300.03 feet a 1/4 inch iron rod found, in all a distance of 745.12 feet to a 2-inch iron pipe found at an angle point;

THENCE, continuing with the east line of said Cedar Breaks Road and the west line of said 15.8324 acres, N 69° 40' 08" E, a distance of 114.37 feet to a fence post found in the south right-of-way line of F.M. 2336 for the northwest corner of this tract;

THENCE, with the north line of said 15.8324 acres, being also the south line of said F.M. 2336, S 85° 24' 32" E, a distance of 14.18 feet to an iron rod with cap set for the northeast corner of this tract;

THENCE, departing the south right-of-way line of said F.M. 2336, over and across said 15.8324 acres, the following two (2) courses and distances:

1. S 69° 40' 08" W, a distance of 120.30 feet to an iron rod with cap set, and
2. S 25° 08' 52" W, a distance of 741.02 feet to an iron rod with cap set in the south line of said 15.8324 acres, being also the north line of said 21.3972 acres, for the southeast corner of this tract;

THENCE, with the south line of said 15.8324 acres, and the north line of said 21.3972 acres, N 64° 54' 29" W, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.20 acre of land.

ALONG WITH, a temporary construction easement being 90 feet in width lying east of and parallel and concentric to the east line of the above described tract of land.

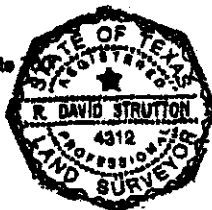
THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July, 1998 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7th day of December, 2000 A.D.

PBS&J
206 Wild Basin Road, Suite
Austin, Texas 78748

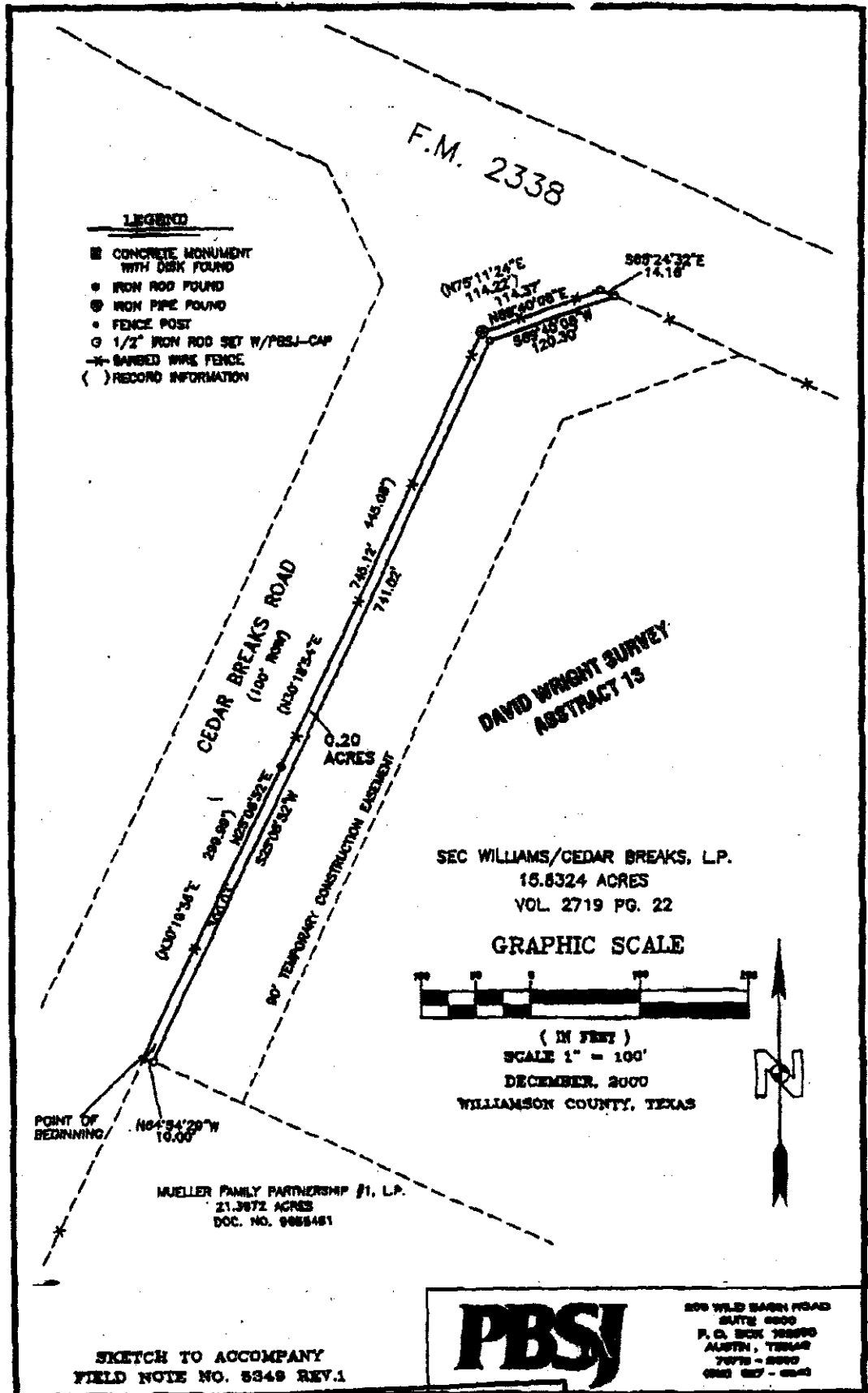


R. David Strutton
R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas

RECORDERS MEMORANDUM

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EXHIBIT	<u>A</u>
Page	<u>1</u> of <u>2</u>



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

EXHIBIT A
Page 2 of 2

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

06-19-2001 10:53 AM 2001043250
JACKIE \$17.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Return back to
① Sheets & Crossfield
Attn: Julie Wolff 255-8877
309 E. Main Street
Round Rock, TX 78681

EXHIBIT "A"

1.22 ACRES
MUELLER FAMILY PARTNERSHIP #1, L.P.
ADDITIONAL RIGHT-OF-WAY

F.N. 5350R (JMC)
DECEMBER 7, 2000
SRI JOB NO. 2776-01

A DESCRIPTION OF A 1.22 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 21.3972 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MUELLER FAMILY PARTNERSHIP #1, L.P., RECORDED IN DOCUMENT NO. 9655491 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.22 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4-inch iron rod found in the east right-of-way line of Cedar Breaks Road, said right-of-way being described as the north access road to North Fork Reservoir in a 122.00 acre deed to the United States of America, recorded in Volume 514, Page 432 of the Deed Records of Williamson County, Texas; said iron rod found being also at the northwest corner of said 21.3972 acres and at the southwest corner of that certain 15.8324 acre tract of land described in a deed to SEC Williams/Cedar Breaks, L.P., recorded in Volume 2719, Page 22 of the Deed Records of Williamson County, Texas;

THENCE, departing the east right-of-way line of said Cedar Breaks Road, with the north line of said 21.3972 acres, being also the south line of said 15.8324 acres, S 64° 54' 29" E, a distance of 10.00 feet to an iron rod with cap set for the northeast corner of this tract;

THENCE, departing the south line of said 15.8324 acres, over and across said 21.3972 acres, the following two (2) courses and distances:

1. S 25° 06' 52" W, a distance of 99.25 feet to an iron rod with cap set for a point of curvature to the left, and
2. a distance of 928.56 feet along the arc of said curve to the left, having a central angle of 34° 13' 34", a radius of 1554.44 feet and whose chord bears S 07° 10' 40" W, a distance of 914.82 feet to an iron rod with cap set at a point in the south line of said 21.3972 acres, being also a north line of said 122.00 acres, for the most southerly corner of this tract;

THENCE, with the south line of said 21.3972 acres, being also a north line of said 122.00 acres, N 31° 58' 59" W, a distance of 267.46 feet to a concrete monument found, being U.S. Government Marker 101-4 in the curving east right-of-way line of said Cedar Breaks Road, at the southwest corner of said 21.3972 acres;

THENCE, with the east line of said Cedar Breaks Road and the west line of said 21.3972 acres, the following two (2) courses and distances:

1. a distance of 499.24 feet along the arc of said curve to the right, having a central angle of 15° 22' 40", a radius of 1860.08 feet and whose chord bears N 17° 21' 37" E, a distance of 497.74 feet to a 2-inch iron pipe found, and
2. N 25° 06' 41" E, a distance of 331.13 feet to the POINT OF BEGINNING and containing 1.22 acres of land.

THE STATE OF TEXAS

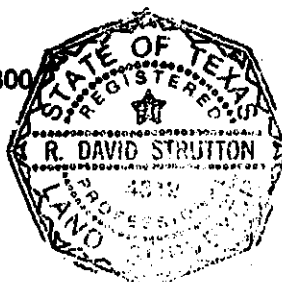
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

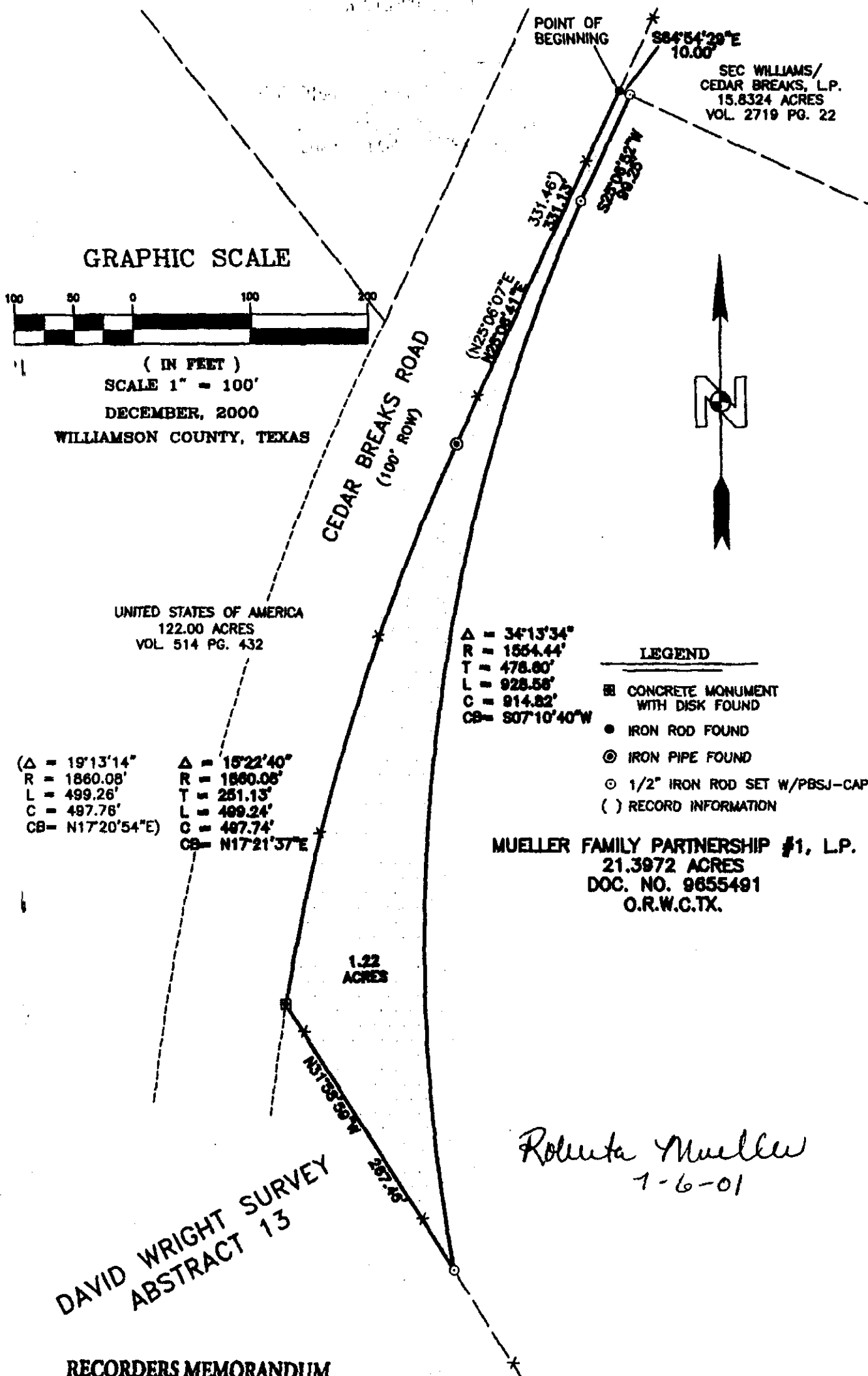
That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July, 1996 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26th day of July, 1996 A.D.

PBS&J
206 Wild Basin Road, Suite 300
Austin, Texas 78746



R. David Strutton
R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas



Roberta Mueller
1-6-01

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

08-13-2001 02:10 PM 2001059428

JACKIE \$17.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Hand to Williamson Co. Judge's office

DEDICATION DEED

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the MUELLER FAMILY PARTNERSHIP #1, L.P., a Texas limited partnership ("Grantor"), desires to give, donate, and dedicate certain real property to WILLIAMSON COUNTY ("Grantee"); and

WHEREAS, Grantee has agreed to accept the donation and dedication of such property;

THEREFORE, Grantor HAS GIVEN, GRANTED, and CONVEYED, and by these presents DOES GIVE, GRANT and CONVEY unto Grantee all that certain land situated in Williamson County, Texas, and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to all appurtenances thereon or in anywise appertaining thereto (collectively referred to as the "Property").

This conveyance and the warranties of title herein are further expressly made subject to any and all liens, encumbrances, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, leases, easements and other exceptions, in any, relating to the Property, to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Williamson County, Texas, or that may be apparent on the Property.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, but subject, however, as aforesaid.

EXECUTED on this 9 day of July, 2001.

MUELLER FAMILY PARTNERSHIP #1, L.P.,
a Texas limited partnership

By: Roberta N. Mueller
ROBERTA N. MUELLER, President
Austin Real Estate Corporation,
General Partner of Mueller Family
Partnership #1, L.P.

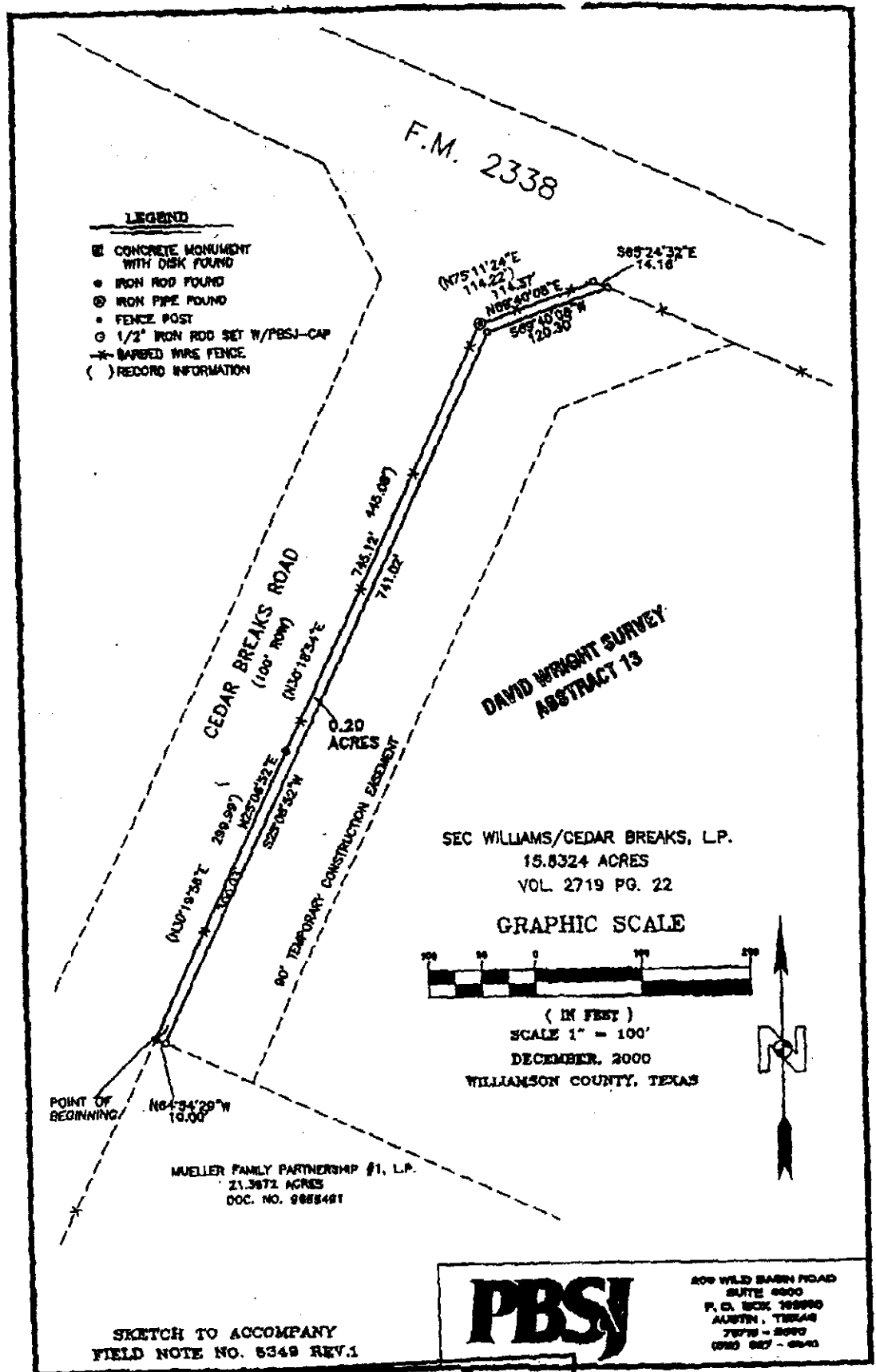
THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 9th day of July, 2001, by ROBERTA N. MUELLER, President of Austin Real Estate Corporation, General Partner of MUELLER FAMILY PARTNERSHIP #1, L.P., a Texas limited partnership, on behalf of said partnership.

Marsha Meadows
Notary Public in and for
The State of Texas

Please Return To:
Sheets & Crossfield, P. C.
309 East Main
Round Rock, Texas 78664





RECORDERS MEMORANDUM

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

EXHIBIT A

Page 2 of 2

EXHIBIT "A"

0.20 ACRE
SEC WILLIAMS/CEDAR BREAKS, L.P.
ADDITIONAL RIGHT-OF-WAY

F.N.5349R (JMC)
DECEMBER 7, 2000
SRI JOB NO. 2778-01

A DESCRIPTION OF A 0.20 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 15.8324 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SEC WILLIAMS/CEDAR BREAKS, L.P., RECORDED IN VOLUME 2719, PAGE 22 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.20 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Cedar Breaks Road, said right-of-way being described as the north access road to North Fork Reservoir in a deed to the United States of America, recorded in Volume 514, Page 432 of the Deed Records of Williamson County, Texas, said iron rod being also at the southwest corner of said 15.8324 acres, and at the northwest corner of that certain 21.3972 acre tract of land described in a deed to Mueller Family Partnership #1, L.P., recorded in Document No. 8655491 of the Official Records of Williamson County, Texas, for the southwest corner of this tract;

THENCE, with the east right-of-way line of said Cedar Breaks Road, being the west line of said 15.8324 acres, N 25° 08' 52" E, passing at 300.03 feet a 1/2 inch iron rod found, in all a distance of 743.12 feet to a 2-inch iron pipe found at an angle point;

THENCE, continuing with the east line of said Cedar Breaks Road and the west line of said 15.8324 acres, N 69° 40' 08" E, a distance of 114.37 feet to a fence post found in the south right-of-way line of F.M. 2338 for the northwest corner of this tract;

THENCE, with the north line of said 15.8324 acres, being also the south line of said F.M. 2338, S 65° 24' 32" E, a distance of 14.18 feet to an iron rod with cap set for the northeast corner of this tract;

THENCE, departing the south right-of-way line of said F.M. 2338, over and across said 15.8324 acres, the following two (2) courses and distances:

1. S 69° 40' 08" W, a distance of 120.30 feet to an iron rod with cap set, and
2. S 25° 08' 52" W, a distance of 741.02 feet to an iron rod with cap set in the south line of said 15.8324 acres, being also the north line of said 21.3972 acres, for the southeast corner of this tract;

THENCE, with the south line of said 15.8324 acres, and the north line of said 21.3972 acres, N 64° 54' 29" W, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.20 acre of land.

ALONG WITH, a temporary construction easement being 90 feet in width lying east of and parallel and concentric to the east line of the above described tract of land.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July, 1998 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7th day of December, 2000 A.D.

PBS&J
206 Wild Basin Road, Suite
Austin, Texas 78748



R. David Strutton
R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas

EXHIBIT A
Page 1 of 2

EXECUTED on this 12th day of June, 2001.

SEC WILLIAMS/CEDAR BREAKS, L.P.,
a Texas limited partnership

By: [Signature]

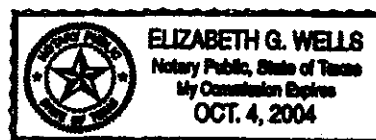
WILLIAM S. SMALLING, General Partner

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12th day of June, 2001, by WILLIAM S. SMALLING, General Partner of SEC WILLIAMS/CEDAR BREAKS, L.P., a Texas limited partnership, on behalf of said partnership.

[Signature]
Notary Public in and for
The State of Texas

Please Return To:
Sheets & Crossfield, P. C.
309 East Main
Round Rock, Texas 78664



DEDICATION DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

WHEREAS, the SEC WILLIAMS/CEDAR BREAKS, L.P., a Texas limited partnership ("Grantor"), desires to give, donate, and dedicate certain real property to WILLIAMSON COUNTY ("Grantee"); and

WHEREAS, Grantee has agreed to accept the donation and dedication of such property;

THEREFORE, Grantor HAS GIVEN, GRANTED, and CONVEYED, and by these presents DOES GIVE, GRANT and CONVEY unto Grantee all that certain land situated in Williamson County, Texas, and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to all appurtenances thereon or in anywise appertaining thereto (collectively referred to as the "Property").

This conveyance and the warranties of title herein are further expressly made subject to any and all liens, encumbrances, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, leases, easements and other exceptions, in any, relating to the Property, to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Williamson County, Texas, or that may be apparent on the Property.

In addition to the dedication described herein, Grantor hereby grants to Grantee and its agents a ninety (90') foot temporary construction as shown on the sketch accompanying Exhibit "A". Said temporary construction easement shall terminate on the earlier of: (i) the completion of said remedial repairs, or (ii) December 31, 2001.

This conveyance is made under threat of condemnation.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, but subject, however, as aforesaid.

AGENDA ITEM 14

Discuss and consider final plat approval of Planned Unit Development of Escalera Ranch, Section 3.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve the final plat of Planned Unit Development of Escalera Ranch, Section 3.

Vote: **5 - 0**

AGENDA ITEM 15

Discuss and consider final plat approval of Cimarron Hills, Phase 3, Section One.

This agenda item was removed from the Consent Agenda for discussion on the Regular Agenda.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the final plat of Cimarron Hills, Phase 3, Section One.

Vote: **5 - 0**

REGULAR AGENDA

AGENDA ITEM 16

Consider approving contract between Dr. Carlo Klott and Williamson County Medical Department from October 1, 2002 to September 30, 2003.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the contract between Dr. Carlo Klott and Williamson County Medical Department from October 1, 2002 to September 30, 2003.

Vote: **5 - 0**

< Attachment >



Carlo Klott MD
Williamson County Medical Department

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 • Fax (512) 943-1444

To: Assistant Chief Hall
From: Dr. Carlo Klott MD
Re: Contract
Date: 09-26-02

Dear Sir,

I think we are of like mind in our ideas on providing good quality medical care to the prisoners of Williamson County Jail. And at the same time we can keep down cost and damages from law suits.

1. I will provide medical coverage by physically being at the infirmary seeing patients no less than 8 hours per week. (Two four hour periods). I will do this 48 weeks per year. I will see all patients requiring out-patient medical attention. I will follow-up on all lab test, radiographs, and all patients who have had medical attention outside the jail infirmary.
2. I will provide consultation to the Lead Paramedic of the infirmary (currently Annette Hawkins or her designee) on all questions of out patient medical care.
3. I will be "on-call" Monday through Friday for phone consultation to the Medical Officers of the infirmary unless I otherwise arrange to be absent for special occasions. When out of town, I will notify the infirmary in writing.
4. I will expect help in seeing the patients from both the Lead Paramedic and medical officer personnel. A "can-do" attitude will be needed by all of us to get the job done correctly.
5. I will expect medical malpractice coverage to be provided by the county.
6. I request a salary of \$52,000 per year. I expect to work as an independent contractor although this point is negotiable. I request the salary to be split into monthly increments.

7. I will specifically not provide any inpatient or hospitalization care.
8. I will request that patients can see specialists if I deem necessary. Especially orthopedics and MHMR.
9. I request that my supervisors are known to me before I begin work. (I.e. who am I responsible too? The Assistant Chief Deputy, the county supervisor, the judges?).
10. That this contract runs from October 1, 2002 to September 30, 2003. And that if both the county and I am pleased, that this contract can be renewable in future years.

Assistant Chief Hall, I want to again thank you for your time. I hope to continue to make a difference in the jail this following year.

Respectfully

Carlo Klott MD
Medical Director

Healthcare for all in need!

approved 10-8-02
John C. Dwyler

there will not be a ^{medical} malpractice policy provided by the County
The County will handle any lawsuits against Dr. Klott as they
would any other County employee.

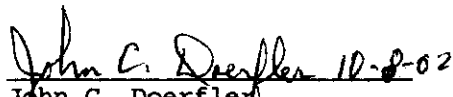
approved 10-22-02
John C. Dwyler

AGENDA ITEM 17**Consider Order Approving Joint Election Agreement.****Moved: Commissioner Boatright****Seconded: Commissioner Heiligenstein****Motion: To issue an order approving a Joint Election Agreement.****Vote: 5 - 0**

< Attachment >

ORDER ADOPTING JOINT ELECTION AGREEMENT

On this the 8th day of October, 2002, the Commissioners' Court of Williamson County, Texas, does hereby approve the recommendation of the elections administrator to participate in a Joint Election Agreement with the cities of Georgetown and Cedar Park for the purpose of sharing early voting and election-day polling locations, ballots, election workers, supplies, and equipment to the maximum extent feasible under the law.


John C. Doerfler
County Judge

AGENDA ITEM 18

Discuss and take appropriate action on hiring an assistant to be shared by Commissioners of Precincts 3 and 4.

Commissioner Limmer discussed the need for someone to help with hazardous waste disposal issues and county road projects. He stated that he hopes to find someone with knowledge in city affairs as well as county affairs and some knowledge of hazardous waste.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve authorizing Commissioners Limmer and Hays to advertise for an assistant.

Commissioner Limmer withdrew his motion and Commissioner Heiligenstein withdrew his second.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To table the agenda item for one week, pending clarification on job description, salary range and duties and responsibilities.

Vote: 5 - 0

AGENDA ITEM 19

Discuss and consider continued participation in State Travel Management Program.

Bob Space gave an update on the situation with the State Travel Management Program. The County paid for the 2001/2002 fiscal year, but, due to some problems with paperwork, the account was never set up. Mr. Space suggested that active promotion of the program would be necessary to make the program viable. Commissioner Heiligenstein stated that employees should be required to use the program in order for it to work successfully. Mr. Space stated that he will ask the State Travel Management Program to apply the payment from last year for an account for this year.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To refer the matter back to Purchasing to perform an analysis on cost savings to determine whether it is worthwhile to pursue enrollment in the program, as well as to request credit for last year's payment to be applied to this year.

Vote: 5 - 0

The agenda item will be added to the October 15, 2002 agenda.

AGENDA ITEM 20

Discuss and take appropriate action on re-award of various annual bids for fiscal year 2003.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To re-award the bid for pharmaceutical services at the jail to Y & S Pharmaceutical Services.

Vote: 5 - 0

AGENDA ITEM 21

Consider authorizing advertising and setting date to receive bids for County Road 200.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To authorize advertising and to set the date to receive bids on County Road 200 for October 30, 2002 at 2:00 p.m. in the Commissioners' Courtroom.

Vote: 5 - 0

AGENDA ITEM 22

Consider authorizing advertising and setting date to receive bids of county law enforcement vehicles.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To authorize advertising and to set the date to receive bids on county law enforcement vehicles for October 30, 2002 at 3:00 p.m. in the Commissioners' Courtroom.

Vote: **5 - 0**

AGENDA ITEM 23

Discuss and consider Williamson County participating with CAMPO on Regional Transportation planning.

Commissioner Boatright stated that the executive committee supports expansion of the boundaries to all of Hays County and all of Williamson County, but not to expand into Bastrop and Caldwell Counties at this point. He said that executive committee is in favor of changing the bylaws to include representatives from all cities with a population of 25,000 or higher, which would expand the board from 21 to approximately 25 members.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve a resolution in support of expanding CAMPO boundaries to include all of Hays and Williamson Counties and to include representatives from all cities with a population over 25,000.

Vote: **5 - 0**

< Attachment >



CAMPO Capital Area Metropolitan Planning Organization

September 24, 2002

The Honorable John C. Doerfler
710 Main Street
Georgetown, Texas 78626

Dear Judge Doerfler:

A few weeks ago I wrote you about the possible expansion of the CAMPO planning area to include all five counties in the Austin-San Marcos Metropolitan Statistical Area.

On September 9 the CAMPO Executive Committee and Policy Advisory Committee (PAC) discussed the possible expansion of the CAMPO boundary and related modification to the membership of the PAC. Based on that discussion I would like to extend an invitation to you to indicate if Williamson County would like to join CAMPO in our work on regional transportation planning and implementation.

The CAMPO Executive Committee will meet again on October 7 to review responses from cities and counties considering membership in CAMPO. It will also discuss alternative membership structures for the PAC. I expect the PAC to reach a conclusion on an expanded CAMPO boundary and revised PAC membership at its November 18 or December 9 meeting. The new boundary proposed by the PAC will be submitted to the Governor for approval, in accordance with federal law. The new membership of the PAC is intended to become effective in January.

If you could provide your response at your earliest convenience it would assist the PAC in its deliberations. Michael Aulick, CAMPO's Executive Director, is available to answer technical questions that you may have. He is also available to make a presentation on CAMPO's current reorganization efforts to your Commissioners Court.

Please let me know if I can provide further information. I can be reached at 463-0114. Mr. Aulick can be reached at 974-6441.

Sincerely,

Senator Gonzalo Barrientos
Chair

STATE OF TEXAS

*

THE COMMISSIONERS COURT OF

COUNTY OF WILLIAMSON

*

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT THAT ON THIS , the 8th day of October, 2002, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) is considering expansion of their area to include all of Hays and all of Williamson counties, and

WHEREAS, Williamson County is interested in working with CAMPO on regional transportation planning and implementation, and

WHEREAS, Williamson County feels it is important to include representatives from all cities with a population of 25,000 or more, and

WHEREAS, this expansion would allow the membership of the board to go from 21 members to approximately 25 members,

Now therefore, be it resolved that the Williamson County Commissioner's Court supports the expansion of the CAMPO area to include all of Williamson County and all of Hays County and to include representatives from all cities with populations over 25,000.

Resolved this 8th day of October, 2002.

 10-8-02
John C. Doerfler

Attest:


Nancy E. Rister, County Clerk

AGENDA ITEM 24

Consider approving interlocal agreement with Leander concerning County Road 272 and Lakeline Boulevard.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve an interlocal agreement with Leander concerning County Road 272 and Lakeline Boulevard.

Vote: 5 - 0

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2002, by and between WILLIAMSON COUNTY (the "County") and the CITY OF LEANDER, (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 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, the County and the City desire to participate in the aerial mapping of areas in and around the City, and to participate in the expansion, enlargement and improvement and construction of County Road 272 and Lakeline Boulevard (collectively the "Roads"); and

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

I.**FINDINGS**

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.
2. **Roads.** The segments and portions of the Roads to be improved are as follows:
 - (1) __ County Road 272 from U. S. highway 183 to the proposed right-of-way line for the

Parmer Lane extension project; and

(2) Lakeline Boulevard from Osage Street to Crystal Falls Parkway.

3. **Mapping.** The aerial mapping mentioned above shall include the entire Leander city limits and its extraterritorial jurisdiction.

II.

City Actions

1. **Engineering Plans and Specifications.** The City will employ and contract with qualified engineering firms to obtain the engineering design, plans and specifications for the segments of County Road 272 and Lakeline Boulevard, as such segments are more particularly described hereafter. The City will obtain the County's approval of the design, plans and specifications. Additionally, the City will coordinate with TxDOT and other governmental entities, if required, to facilitate the construction of the Roads. The City will be responsible for, and comply with all regulatory requirements, including environmental mitigation issues.
 2. **Right-of-way.** The City shall obtain the additional right-of-way (if any) required for the Roads. The City may utilize the power of eminent domain under its own authority, and under authority and on behalf of the County or the joint authority of both parties.
 3. **Bid Requirements.** The City will advertise the construction and improvement of the Roads and obtain competitive bids in compliance with Chapter 252, Tex. Loc. Gov't Code, and will obtain the County's approval of each bid prior to acceptance by the City. The Roads may be bid separately or in any combination approved by the parties. A separate contract may be let for each of the respective roads, or for any combination thereof.
 4. **Contract Administration.** After acceptance of a bid, the City shall enter into a contract for the construction of the Road(s). The City shall administer the contract for construction of the Roads, cause inspections to be made, and approve and recommend to the County monthly
-

payment/requisition draw requests for the Road(s). Each draw request shall be signed by the contractor, the engineer, the contract administrator, and the City, and presented to the County for review and approval. Each such draw request shall include such supporting documentation as is reasonable and necessary. The County shall review and act upon the approval of each draw request in a timely manner, and approval will not be unreasonably withheld or delayed. The City may contract with a qualified engineering firm to administer the contracts for construction of the Roads.

5. **City Funding.** The City shall appropriate and fund the design and construction of the Roads and its participation in the mapping program, respectively, in the following amounts:

- (a) County Road 272 in the amount of \$1, 500,000; and
- (b) Lakeline Boulevard in the amount of \$1,500,000.

The City represents and warrants that it has appropriated said funds, and currently has such funds on hand and available to satisfy and pay its obligations under this agreement.

III.

County Actions

1. **County Funding.**

- (a) The County has appropriated and set aside \$45,000 to fund the cost and expense of the aerial mapping program, which shall include the entire City limits and its extra-territorial jurisdiction. Upon completion of the Aerial Mapping program, the City shall be provided copies of aerial maps. Thereafter, the City shall be entitled to obtain and purchase additional aerial maps on the same terms and conditions as the County is entitled to obtain aerial maps of areas of Williamson County.

- (b) The County has budgeted from the sale of bonds the sum of \$3,000,000 for the payment of the costs and expenses for the design, construction and administration of the Roads, and to fund and pay for the County's obligations under this agreement. At the current time, bonds have not been issued for the above-mentioned \$3,000,000. It is anticipated that the bonds will be sold in June of 2002. This Agreement is contingent upon the County successfully issuing said bonds.
 - (c) The County has previously set aside \$600,000 for the engineering design and specifications, and additional right-of-way required for the widening and expansion of County Road 272. The City desires to utilize a different roadway cross section and design. The County hereby agrees to pay to the City the balance of the \$600,000 which remains unexpended after the acquisition of right-of-way and related costs by the County.
2. **County Review.** The County will review and, as appropriate, act upon the approval of the design, plans and specifications for the Roads, contracts or offers for the acquisition of right-of-way, bids draw requests, change orders and any and all other and additional items that may require the County's approval under this Agreement. Such review and actions by the County shall be accomplished in a timely manner, and approval shall not be unreasonably withheld.

IV.

Term of Agreement and Renewal

1. **Term of Agreement.** The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for one year (the "Initial Term"). The Initial term shall be automatically renewed and extended for successive terms of one year each effective as

of the first day of May of each year (the "Extended Term"), by the parties continuing to accept the benefits of this Agreement.

2. **Early Termination.** In the event the City has not awarded contracts for the construction of County Road 272 or Lakeline Boulevard within eighteen (18) months after the date the County issues bonds to partially fund construction of the Roads, the County shall no longer be responsible for participating in the costs of construction for a contract that has not been awarded.
3. **Termination.** Notwithstanding any other provision hereof, this Agreement may be terminated by either party giving 90 days written notice of termination to the other party, provided that in the event of termination the parties shall continue to perform pursuant to this contract, and pay such sums or amounts as they respectively agreed to pay, for cost and expenses incurred and contracts let prior to the termination. Unless terminated earlier, this Agreement shall terminate and expire upon completion and final acceptance of the Roads. If any of the County's commitments are unexpended after completion and final acceptance of the Roads, said unexpended balance shall belong solely to the County.

V.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between Leander and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or

otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither Leander or Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both Leander and Williamson County, and authorized by their respective governing bodies.
5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.
6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held

and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: *John C. Doerfler 10-8-02*
JOHN DOERFLER
County Judge
Williamson County, Texas

CITY OF LEANDER

By:
LARRY BARNETT, Mayor

AGENDA ITEM 25

Discuss and take appropriate action regarding Change Order #4, Williamson County Regional Park.

Paul Linehan discussed progress on the park, and talked about the need to erect a fence between the active part of the park and the passive part of the park, which needs to be protected for karst mitigation. He also discussed the naming of roads within the park.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Change Order #4 for Williamson County Regional Park in the amount of \$6,627.40.

Vote: **4 - 0 - 1. Commissioner Limmer abstained from the vote.**

< Attachment >

LAND STRATEGIES INC.

PAUL LINEHAN & ASSOCIATES

October 2, 2002

Judge John Doerfler
Williamson County Commissioners
710 Main Street
Georgetown, Texas 78626

RE: Williamson County Regional Park

Dear Commissioner's:

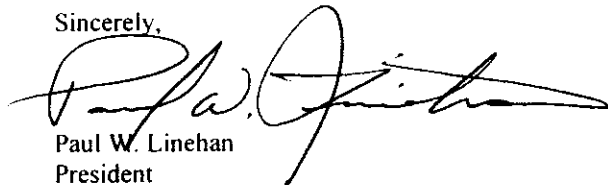
The following synopsis is a breakdown for proposed change order #4.

Proposed Change Order #4

Additional cost proposed by commissioners or necessary for completion.

1. Red Infield Soil – PCO #00035	= \$ 6,073.20
2. Power Changes – PCO #00022	= \$ 554.20
Sub-Total Cost	= \$ 6,627.40

Sincerely,



Paul W. Linehan
President

approved 10-8-02
John C. Doerfler

EMG/PWL



PROPOSED CHANGE ORDER

No. 00022

TITLE: *Power Changes ONLY - REVISED*

DATE: 9/9/2002

PROJECT: Williamson County Regional Park

JOB NO.: 2210

TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746

CONTRACT DATE: 4/9/2002

WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744
512 326-9293 512 447-8156 FAX

ATTN: Paul Linehan

DESCRIPTION OF PROPOSAL

This change incorporates deleting electrical service to lift station, and the changes in conduit and wire for Irrigation Well #1 and #2 electrical services at the Williamson County Regional Park. This price includes: electrical service shall be installed per HCE's revised Well Electrical plans dated 7/1/02. The specifications for providing power to the Irrigation Wells were changed. The wire was changed from 3-#8 wires to providing and installing 3-#3 wires with 1-#8 ground and the conduit was changed from 3/4" conduit to 1-1/4" conduit for Please see attached breakdown. This change does not include electrical service to Irrigation Well #3.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Credit Lift Station Electrical	1.000	ls	(\$6,350.00)	(\$6,350.00)	2.00	(\$127.00)	(\$6,477.00)
00002	Power Changes for Irrigation Wells #1 and #2	1.000	ls	\$6,392.00	\$6,392.00	10.00	\$639.20	\$7,031.20

RECORDERS MEMORANDUM

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

TOTAL: \$554.20

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein

Sales Tax Exempt

SUBMITTED BY:

APPROVED BY:

By: 

By: _____

Marc Shepard

Paul Linehan

Date: 9/25/02

Date: _____

Expenditure #:

Williamson County Regional Park

PCO #22 - Power to Well #3/Power Changes Breakdown

Description	Quantity	Unit	Cost/Unit	Material	Labor/Unit	Amount
Add Trenching	0	ft	\$2.42			\$0.00
Add 1-1/2" Conduit	1175	ft	\$1.76			\$2,088.00
Add #3 wire	3525	ft	\$1.12			\$3,948.00
Add #8 wire	1175	ft	\$0.32			\$378.00
Add Rack/Gear	0	ls	\$0.00			\$0.00
Add Pull boxe connections	0	ls	\$0.00			\$0.00
Deduct 1" Conduit from lift station to WP-2	1000	ft	-\$1.32			-\$1,320.00
Deduct Panel LP-2 for lift station	1	ls	-\$450.00			-\$450.00
Deduct light for lift station	1	ls	-\$100.00			-\$100.00
Deduct Rack for lift station	1	ls	-\$250.00			-\$250.00
Deduct #8 wire from lift station to WP-2	3525	ft	-\$0.32			-\$1,128.00
Deduct #10 ground	1175	ft	-\$0.22			-\$258.50
Deduct Trenching from lift station to WP-2	1175	ft	-\$2.42			-\$2,843.50
Total Adds						\$6,392.00
Total Deducts						-\$6,350.00
SUBTOTAL						\$42.00
Add fee @ 10%						\$639.20
Deduct fee @ 2%						-\$127.00
TOTAL						\$554.20



PROPOSED CHANGE ORDER
No. 00035

TITLE: Red Infield Soil
PROJECT: Williamson County Regional Park
TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746
ATTN: Paul Linehan

DATE: 9/20/2002
JOB NO.: 2210
CONTRACT DATE: 4/9/2002
WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744
512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates installing Red Infield soil in the Softball infields in lieu of TexMix soil at the Williamson County Regional Park project. This price includes: all labor, material, equipment, supervision, and incidentals required to install the Red Infield soil at Softball fields B1 and B2. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Provide & install Red Infield Soil	1,000	ls	11,655.00	11,655.00	10.00	1165.50	12820.50
00002	Delete TexMix Soil	1,000	ls	-6615.00	(6,615.00)	2.00	-132.30	-6747.30


RECORDERS MEMORANDUM

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

Lump Sum: \$6,073.20
Sales Tax Exempt

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

SUBMITTED BY:

By: 
Marc Shepard
Date: 9/20/02

APPROVED BY:

By: _____
Paul Linehan
Date: _____



CHANGE ORDER


WILLIAMSON COUNTY PARK

Softball Fields B1 & B2

Upgrade Infield soil from Tex Mix to Red Infield Soil

315 - Cubic Yards Tex Mix Soil @ 21.00	\$	<6,615.00>
315 - Cubic Yards Red Infield Soil @ 37.00	\$	<u>11,655.00</u>
Net Change Order	\$	5,040.00

If you have any questions please call Bill Roissel at 834-0123.


Authorized Approval
Date Submitted: 9/20/02

10-8-02
Approval Date

1508-A FERGUSON LANE • AUSTIN, TX 78754
(512) 834-0123 • FAX (512) 834-0432

3337 BEE STREET • FARMERS BRANCH, TX 75234
(972) 241-0924 • FAX (972) 312-0276

AGENDA ITEM 26

Consider approving change order for Keystone Construction for Brushy Creek Regional Trail.

Commissioner Heiligenstein asked to table this item until next week. He said that the change order is needed for a fence around the cemetery.

No action was taken on this agenda item, which will be added to the October 15, 2002 agenda.

AGENDA ITEM 27

Consider approving change order for Shaffer Concrete for construction at Brushy Creek MUD Creekside Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve a change order for Shaffer Concrete for construction at Brushy Creek MUD Creekside Park.

Vote: **5 - 0**

< Attachment >

D. Shaffer Concrete Co., Inc.

Thomas and Debra Shaffer
1436 Grand Avenue Parkway
Pflugerville, TX 78660
Phone: 512-252-7894
Fax: 512-670-9465
tomshaffer@sbc.globalnet

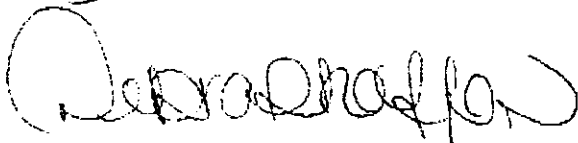
September 19, 2002

RE: Creekside Park Improvements

Addition of wire mesh at center truss of restroom building
\$400.00

Addition of wire mesh above plumbing chase of restroom building
\$1000.00

~~Repaint ext. at rear door and frame at restroom building~~
~~\$125.00~~



Debra Shaffer
Shaffer Concrete

$\frac{1}{2}$ of 1400⁰⁰ - 700⁰⁰
approved 10-8-02 - 700⁰⁰ jcw
John C. Dwyer

AGENDA ITEM 28

Discuss and take appropriate action for expansion of Criminal Justice facility with Landmark.

Ed Lee stated that the contract is not ready, pending further review by the County Attorney.

No action was taken on this agenda item.

AGENDA ITEM 29

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee gave an update on the progress on the jail and parking garage.

No action was taken on this agenda item.

AGENDA ITEM 30

Discuss and take appropriate action on road bond program.

Commissioner Boatright stated that the groundbreaking for Parmer Lane will be held on October 17, 2002 at 10:00 a.m. north of the intersection of Parmer Lane and FM 1431.

No action was taken on this agenda item.

AGENDA ITEM 31

Discuss and take appropriate action concerning the park advisory committee.

Commissioner Boatright stated that the advisory committee received 49 applications for the Parks Director opening. The committee has selected the top 5 applicants. They will come to the court with a recommendation next week at the October 15, 2002 meeting.

Commissioner Boatright stated that there were bills for the Parks Advisory work session, one from Concept Development and Planning in the amount of \$3930, one from Mike Benson Consulting in the amount of \$1850.00, and expense reimbursements for rental of the meeting room at Avery Ranch and food in the amount of \$385.61 that need to be paid out of the parks budget instead of the Road & Bridge fund.

No action was taken on this agenda item.

AGENDA ITEM 32

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Executive Session was canceled.

AGENDA ITEM 33

Discuss damaged phone line claim from Verizon at CR 320 and 327 on July 9, 2002 (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Executive Session was canceled.

AGENDA ITEM 34

Discuss and take appropriate action on real estate.

No action was taken on this agenda item.

AGENDA ITEM 35

Discuss and take appropriate action concerning damaged phone line claim from Verizon at CR 320 and 327 on July 9, 2002.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To deny the damage claim from Verizon.

Vote: 4 – 0. **Commissioner Boatright** was absent from the dais.

AGENDA ITEM 36

Comments from commissioners.

Commissioner Heiligenstein said that there will be a Georgetown meeting of the Regional Visioning Committee at the Georgetown High School on Monday, October 14, 2002 from 6:00 – 10:00 p.m.

Commissioner Hays inquired about the Director of Transportation/Planning position, which Nickey Lawrence took over when Nancy Ledbetter resigned.

COMMISSIONERS' COURT ADJOURNED AT 11:22 A.M. ON TUESDAY, OCTOBER 8, 2002.

MINUTES

Of The

WILLIAMSON COUNTY ROAD DISTRICT MEETINGOctober 8, 2002

STATE OF TEXAS)(

COUNTY OF WILLIAMSON)(

BE IT REMEMBERED that at 11:22 a.m. on October 8, 2002, a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, was held pursuant to V.A.C.S. art. 6702, acting as ex-officio road commissioners of their respective precincts, the following being present, to-wit:

JOHN C. DOERFLER, County Judge
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1
GREGORY W. BOATRIGHT, Commissioner, Precinct 2
DAVID HAYS, Commissioner, Precinct 3
FRANKIE LIMMER, Commissioner, Precinct 4
NANCY E. RISTER, County Clerk

I.

Read and approve the minutes of the last meeting.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve the minutes of the September 10, 2002 Road District Meeting.

Vote: **5 – 0**

II.

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

No action was taken on this agenda item.

III.

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

No action was taken on this agenda item.

IV.

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

No action was taken on this agenda item.

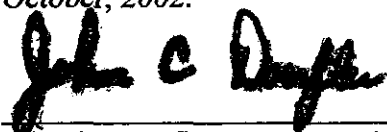
V.

Consider approving collection report for June 2002.

No action was taken on this agenda item.

THE ROAD DISTRICT MEETING ADJOURNED AT 11:23 A.M. ON TUESDAY, OCTOBER 8, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 117 inclusive, had at a Regular Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 15th day of October, 2002.



John C. Doerfler, County Judge

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

By: 
Deputy Clerk