

AGENDA ITEM 12

Consider approving the transfer of the following fixed assets from 911 Communications to IT:
 4 View Sonic PC Monitors, serial numbers J962366270, J962366268, J962366203, and
 J962366219.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the transfer of the following fixed assets from 911 Communications to IT:
 4 View Sonic PC Monitors, serial numbers J962366270, J962366268, J962366203, and
 J962366219.

Vote: 3 - 0

< Attachment >

Change of Fixed Asset Status

Date: January 9, 2002

The following fixed asset is to be:

~~Sold At Next Auction~~

Fixed Asset

Quantity	Description	Model	Serial #
4	View Sonic PC Monitor		J 96 2366 270
			J 96 2366 268
			J 96 2366 203
			J 96 2366 219

From (Transferor): 911 Communications 0581

To (Transferee): IT County Auction

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

Gerina Simpson
 Transferor - Elected Official/Department Head

XXXXXXXXXXXXXXXXXXXX
 Transferee - Elected Official/Department Head

Approved 1-22-02
John C. Doerfler

Change of Fixed Asset Status

Date: January 9, 2002

The following fixed asset is to be:

~~Sold At Next Auction~~

Fixed Asset

Quantity	Description	Model	Serial #
4	Newlett Packard CPU		US 62456375
			US 62456374
			US 63053969
			US 63054020

From (Transferor): 911 Communications 0581To (Transferee): IT County Auction

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

Genira Simpson

Transferor - Elected Official/Department Head

XXXXXXXXXXXXXXXXXXXX

Transferee - Elected Official/Department Head

Approved 1-22-02
John C. Sawyer

AGENDA ITEM 13

Consider approving the Collection Report from the Tax Assessor for the month of December 2001.

Moved: Commissioner Limmer
Seconded: Judge Doerfler
Motion: To approve the Collection Report from the Tax Assessor for the month of December 2001.
Vote: 3 - 0

< Attachment >

YEAR TO DATE - COLLECTION REPORT
Williamson County/RFM Property Taxes
December 1-31, 2001

Description	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I Prior Years
2001	\$65,919,827.18	\$223,028.67	\$66,142,855.85	\$25,912,352.90	\$0.00	\$34,019,810.41	\$32,123,045.44	48.57%	48.57%	48.88%
2000 & Prior	1,210,574.63	(28,775.73)	1,181,798.90	62,597.10	11,205.82	1,016,141.64	165,657.26	14.97%	14.97%	
Rollbacks	86,911.80	234,545.68	321,457.48	1,944.59	0.00	287,680.32	33,777.16	10.51%	10.51%	
Total All	\$67,217,313.61	\$428,798.62	\$67,646,112.23	\$25,976,894.59	\$11,205.82	\$35,323,632.37	\$32,322,479.86	47.78%	47.80%	

2001 MONTHLY BREAKDOWN

Oct-01	\$67,217,313.61	\$34,927.37	\$67,252,240.98	\$661,528.53	\$20,087.67	\$66,590,712.45	\$661,528.53
Nov-01	\$66,590,712.45	\$170,464.09	\$66,761,176.54	\$5,684,056.74	\$10,491.77	\$61,077,119.80	\$6,345,585.27
Dec-01	\$61,077,119.80	\$223,407.16	\$61,300,526.96	\$25,976,894.59	\$11,205.82	\$35,323,632.37	\$32,322,479.86

approved 1-22-02
John C. Doerfler

AGENDA ITEM 14

Consider approving property tax refunds as recommended by the Tax Assessor.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve property tax refunds as recommended by the Tax Assessor.

Vote: 3 - 0

< Attachment >

**Williamson County Tax Office
710 South Main Street,
Suite 102
Georgetown TX 78626-5701
(512)943-1601
Fax (512) 943-1618**

Memo

To: Commissioner's Court
From: Deborah Hunt, CTA
Date: January 10, 2002
Re: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601 ext. 7015 if you have any questions

Thank you.

Property Tax Refunds - Over \$500.00

approved 1-22-02
John C. Daerfler

Date	Check No.	Payee	Property ID	Entity	Reason	Amount
09/07/01	8284	Austin Title Company	R394479	Williamson County - GWI	Overpayment	\$880.66
09/18/01	8351	First American Title Ins. Co. of Texas	R327382	Williamson County - GWI	Double payment	\$1,088.06
09/18/01	8352	Bon Terre-B LTD	R395226	Williamson County - GWI	Overpayment	\$601.53
09/18/01	8353	Nita Yeck	R047152	Williamson County - GWI	Overpayment	\$701.49
09/30/01	8367	Tawanda Mills	R046947	Georgetown Independent School District - SGT	Double payment	\$2,563.82
10/11/01	8378	Georgetown Title Company, Inc.	R032665	Williamson County - GWI	Overpayment	\$7,175.52
10/11/01	8383	Georgetown Title Company, Inc.	R407788	Williamson County - GWI	Overpayment	\$871.72
10/11/01	8380	Austin Title Company	R062574	Williamson County - GWI	Double payment	\$2,298.30
10/17/01	8337	Liberty Hill Independent School District	M408739	Williamson County - GWI	Overpayment	\$524.32
10/18/01	8401	Round Rock ISD Tax Office	R395353	Williamson County - GWI	Overpayment	\$10,881.93
10/22/01	8415	Longhorn Title Company, Inc.	R304086	Williamson County - GWI	Overpayment	\$596.84
10/25/01	8419	Transamerica Real Estate Tax Service	R351449	Williamson County - GWI	Double payment	\$562.28
10/26/01	8429	Gracy Title Company	R032874	Williamson County - GWI	Overpayment	\$1,501.70
10/26/01	8430	Longhorn Title Company, Inc.	R081583	Williamson County - GWI	Overpayment	\$577.94
11/05/01	8447	Round Rock ISD Tax Office	R057178	Williamson County - GWI	Overpayment	\$1,495.26
11/06/01	8452	Heritage Title Company of Austin, Inc.	R401739	Williamson County - GWI	Overpayment	\$6,217.94
11/06/01	8458	Service Title Company	R358957	Williamson County - GWI	Overpayment	\$1,278.32
11/07/01	8461	Round Rock ISD Tax Office	R064697	Williamson County - GWI	Overpayment	\$1,545.12
11/08/01	8467	Round Rock ISD Tax Office	R391528	Williamson County - GWI	Overpayment	\$2,797.56
11/09/01	8470	Leander City/ISD Tax Collector	R348144	Williamson County - GWI	Overpayment	\$1,643.71
11/14/01	8519	Mortgage Investors Corporation	R035055	Williamson County - GWI	Overpayment	\$1,229.20
11/14/01	8519	Mortgage Investors Corporation	R390702	Williamson County - GWI	Overpayment	\$3,492.50
11/14/01	8519	Mortgage Investors Corporation	R082119	Williamson County - GWI	Overpayment	\$1,855.46
11/14/01	8519	Mortgage Investors Corporation	R364344	Williamson County - GWI	Overpayment	\$1,904.23
11/14/01	8519	Mortgage Investors Corporation	R065809	Williamson County - GWI	Overpayment	\$1,468.83
11/14/01	8519	Mortgage Investors Corporation	R035233	Williamson County - GWI	Overpayment	\$914.12
11/14/01	8519	Mortgage Investors Corporation	R083872	Williamson County - GWI	Overpayment	\$2,739.67
11/14/01	8519	Mortgage Investors Corporation	R064976	Williamson County - GWI	Overpayment	\$2,407.05
11/14/01	8519	Mortgage Investors Corporation	R075848	Williamson County - GWI	Overpayment	\$1,670.76
11/14/01	8519	Mortgage Investors Corporation	R034641	Williamson County - GWI	Overpayment	\$844.79
11/16/01	8542	First American Title Ins. Co. of Texas	R071890	Williamson County - GWI	Overpayment	\$527.69
11/19/01	8544	Principal Residential Mortgage, Inc.	RC334323	Williamson County - GWI	Overpayment	\$598.55
11/20/01	8549	Alamo Title Company	R023724	Williamson County - GWI	Double payment	\$802.44
11/20/01	8550	Mortgage Investors Corporation	R364469	Williamson County - GWI	Overpayment	\$2,933.30
11/20/01	8551	Mortgage Investors Corporation	R061215	Williamson County - GWI	Overpayment	\$2,271.42
11/20/01	8552	Suntory Water Group, Inc.	P409135	City of Cedar Park - CCP	Overpayment	\$562.64
11/20/01	8553	Mortgage Investors Corporation	R071019	Williamson County - GWI	Overpayment	\$1,363.82
11/20/01	8554	Mortgage Investors Corporation	R091518	Williamson County - GWI	Overpayment	\$1,749.48
11/20/01	8555	Land America Financial Group, Inc.	R344767	Williamson County - GWI	Overpayment	\$1,904.10
11/20/01	8556	Austin Title Company	R341292	Williamson County - GWI	Overpayment	\$1,099.14
11/20/01	8557	Kirk Groat	R086220	Williamson County - GWI	Overpayment	\$559.16

Property Tax Refunds - Over \$500.00

Date	Check No.	Payee	Property ID	Entity	Reason	Amount
11/26/01	8581	Eckerd Corporation	P376044	Williamson County - GWI	Overpayment	\$719.16
11/26/01	8583	Leander City/ISD Tax Collector	R032348	Williamson County - GWI	Overpayment	\$1,566.71
11/27/01	8587	Round Rock ISD Tax Office	R071801	Williamson County - GWI	Overpayment	\$2,637.48
11/27/01	8589	Texas American Title Co. of Austin	R371638	Williamson County - GWI	Overpayment	\$2,750.16
11/27/01	8590	Fidelity National Title Insurance Co.	R378407	Williamson County - GWI	Overpayment	\$1,300.55
11/28/01	8573	Georgetown Title Company, Inc.	R072236	Williamson County - GWI	Overpayment	\$648.73
11/28/01	8592	Austin Title Company	R368169	Williamson County - GWI	Overpayment	\$3,880.79
11/28/01	8593	Austin Title Company	R359774	Williamson County - GWI	Overpayment	\$1,310.45
11/28/01	8595	First American Title Ins. Co. of Texas	R383872	Williamson County - GWI	Overpayment	\$1,163.11
11/29/01	8597	Alamo Title Company	R371387	Williamson County - GWI	Overpayment	\$2,378.99
11/29/01	8599	First American Real Estate Tax Service	R017683	Williamson County - GWI	Double payment	\$798.30
11/29/01	8599	First American Real Estate Tax Service	R368528	Williamson County - GWI	Double payment	\$2,845.53
11/29/01	8599	First American Real Estate Tax Service	R350130	Williamson County - GWI	Double payment	\$4,557.20
11/29/01	8599	First American Real Estate Tax Service	R316442	Williamson County - GWI	Double payment	\$588.47
11/29/01	8599	First American Real Estate Tax Service	R302665	Williamson County - GWI	Double payment	\$694.80
11/29/01	8599	First American Real Estate Tax Service	R302370	Williamson County - GWI	Double payment	\$1,424.32
11/29/01	8599	First American Real Estate Tax Service	R301793	Williamson County - GWI	Double payment	\$1,584.34
11/29/01	8599	First American Real Estate Tax Service	R086166	Williamson County - GWI	Double payment	\$1,260.45
11/29/01	8599	First American Real Estate Tax Service	R063218	Williamson County - GWI	Double payment	\$627.32
11/29/01	8599	First American Real Estate Tax Service	R035860	Williamson County - GWI	Double payment	\$572.62
11/29/01	8599	First American Real Estate Tax Service	R024055	Williamson County - GWI	Double payment	\$722.37
11/30/01	8603	Wally Tingley, Jr.	R067238	Williamson County - GWI	Overpayment	\$1,635.06
11/30/01	8604	Longhorn Title Company, Inc.	R074983	Williamson County - GWI	Overpayment	\$1,148.11
		Total				\$115,517.39

approved 1-22-02
John C. Doeppler

AGENDA ITEM 15Approve change order #1 for Schwertner Community Center.

Commissioner Limmer explained that the change order is in the amount of \$4,270.00 for the installation of a French drain around three sides of the foundation to address some ground water problems incurred during excavation.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a change order for R. Gill & Associates in the amount of \$4,270.00 for the installation of a French drain at the Schwertner Community Center.

Vote: 3 - 0

< Attachment >



CHANGE ORDER

P.O. Box 217 Round Rock, Texas 78680-0217 • rgill@raygilljr.com • Ph 512-255-7852 Fax 512-255-5445

Distribution	ARCHITECT	OWNER	CONTRACTOR	FIELD
PROJECT: (name, address)	Schwertner Community Center 14774 FM 1105 Jarrell, TX 76537		CHANGE ORDER NUMBER: ONE (1)	
			INITIATION DATE: January 16, 2002	
TO (Contractor):	Edd Fulkes 23510 Nameless Road Leander TX 78641		ARCHITECT'S PROJECT NO: 2276	
			CONTRACT FOR: \$77,051.00	
			CONTRACT DATE: December 5, 2001	

You are directed to make the following changes in this Contract:

1. Install a French drain around three sides of the foundation in accordance with the discription from the foundation engineer. Price includes labor and material. This change is necessary do to the ground water incurred During excavation caused by the heavy rains. \$ 2,300.00
 2. Purchase the materials for the sewer and water lines for the service to the building. Material only. \$470.00
 3. Provide extra compacted base for the foundation. This is due to having to relocate the foundation pad to help solve some of the ground water incurred during excavation. Labor and material. \$1,500.00
- Total \$4,270.00

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was \$ 77,051.00
 Net change by previously authorized Change Orders \$ -0-
 The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was \$ 77,051.00
 The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order \$ 4,270.00
 The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be .. \$ 81,321.00
 The Contract Time will be (increased) (decreased) (unchanged) by (0) Days.
 Authorized:

R. GILL & ASSOCIATES
 ARCHITECT
 P.O. Box 217

Edd Fulkes
 CONTRACTOR
 23510 Nameless Road

Williamson County
 OWNER
 710 Main

Round Rock, TX 78680

Leander TX 78641 Georgetown Texas 78626

BY [Signature]

BY Edd Fulkes

BY John C. Doerfler

DATE 1/16/02

DATE FEB 17 02

DATE 1-22-02

AGENDA ITEM 16

Note the receipt of Over Axle/Over Gross Weight Tolerance Permits from Texas Department of Transportation.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To note the receipt of Over Axle/Over Gross Weight Tolerance Permits from TxDOT.

Vote: **3 - 0**

< Attachment >



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

November 21, 2001

Attn: County Clerks,

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

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

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

Approved 1-22-02
John C. Doerfler

Sincerely,

Lawrence R. Smith
for Lawrence R. Smith, Director
Motor Carrier Division

Enclosure

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 17 - November 30
2001

Alford Oil Co.	Box 457	Caldwell	TX	77836
011119880137	2HSFHAER6TC076889 2AK278	TX		
Arreola Trucking	700 Kelly Smith Ln.	Buda	TX	78610
011119880115	1FUJ2CYB9JH320515 2BT479	TX		
C W C	15210 FM 1660	TAYLOR	TX	76574
011127220234	1XP58B9X0JD262874 2DD119	TX		
CHEMICAL LIME LTD	PO BOX 35	HURST	TX	76053
011127880032	1FUJAH841PH93991 R2HR14	TX		
011127880033	1FUJAH861PH93992 R2HR15	TX		
COLLIER MATERIALS	PO BOX 86	MARBLE FALLS	TX	78654
011126220438	1XP9DE9X95D363493 R1LW70	TX		
DONALDSON, ROY	15500 Goforth Rd.	Kyle	TX	78640
011119880134	4V1JDBDF5SR833200 2DY527	TX		
Gaswint, Nick	P.O. Box 884	Granger	TX	76530
011120880121	1FUVDZYB4VL773926 2CE941	TX		
Gutierrez Trucking Inc.	1315 Brook Grove	Katy	TX	77450
011127880056	1XPFD89X8KN284878 P309786	IL		
011127880058	1XPED89X6KN271479 P188318	IL		
Hicks, James	120 Canary	Elgin	TX	78621
011121880092	T49ECAV556257 2DK168	TX		
IBARRA'S TRUCKING	3406 DOUG DR	DALLAS	TX	75247
011127880001	1xkwd69x02j886713 2ej020	TX		
J. A. B. Hauling	P. O. Box 41	Bastrop	TX	78602
011120330265	1XPS0DB9X1TN40334 1WB884	OK		
LAMBERT TRUCKING	522 LAKEVIEW DR	COLEMAN	TX	76834
011127220240	1XP9D29X3GN198625 TDK013	TX		
MCMILLIAN TRUCKING CO., INC.	PO BOX 266	LUBBOCK	TX	79408
011127550413	1M2AA12YXPW020124 2CD451	TX		
MICHELLE EARICK	560 PIONEER RD.	SEGUIN	TX	78155
011127550338	1XKWDR9XXSR644160 2BF105	TX		
011127550340	1M1AA1441W043804 2BF104	TX		
011127550341	1XKWDB9XXRR625187 2DW076	TX		
Pulido & Sons Trucking Co.	700 KELLY SMITH LN.	BUDA	TX	78610
011129880129	136977P 2BT307	TX		
011129880131	1XP5D29X8JD266705 2BT302	TX		
011129880132	1XP5DB9X6LN290174 2BT301	TX		
011129880133	1XKDD69X0WR776761 2BT304	TX		
011129880134	1M2AA18Y0XW099391 2BT305	TX		
011129880135	1XKWD69X1YR856551 2BT306	TX		
011129880138	1XKWD69X0XR828254 2BT303	TX		
011129880140	1XP5DB9X4LN298337 2BT308	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 17 - November 30
2001

R & B Materials, Inc	Box 94		Weatherford	TX	76086
011119880048	2HSFBAER0SC036744	2CM480	TX		
011119880049	1FUYDSYB9RP454558	2CM098	TX		
011119880050	2HSFEGUR4JC011565	2CM488	TX		
011119880051	1FUPCDYB0VH572691	2CM590	TX		
SCHNEIDER, EWALD I	1135 LCR 610		OTTO	TX	76675
011128880115	D319437GL	2CC242	TX		
011128880117	1FUYDCYB1RH577934	2CC247	TX		
SCHROEDER, STEVE	P.O. BOX 554		CHINA SPRING	TX	76633
011127220214	1FUY0CXB9RH865072	2CF170	TX		
Smith Trucking and Equipment	2434 N HWY 281		JOHNSON CITY	TX	78636
011129880113	1FUYDCYB4KP367565	ZU8206	TX		
THURMAN TRANSPORTATION INC.	PO DRAWER 425		ALVARADO	TX	76009
011128880131	1M1AE07Y61W007356	R2VH12	TX		
TRANSIT MIX CONCRETE COMPANY	P.O. BOX 5187 *MCCR#20314C*		BEAUMONT	TX	77726
011128880053	1FUYDCXBOYPB83186	R1FZ93	TX		
011128880054	1FUYDCXBXVP770388	2BY029	TX		
011128880056	1FUYDCXBOXP610564	2BY083	TX		
011128880057	1FUYDCXB2YPB83187	2DJ829	TX		
011128880058	1FUYDCXBGYPB87189	2AC091	TX		
011128880059	1FUYDCXB8RP431117	2AC063	TX		
011128880061	1FUYDCXBXRP431118	2DJ771	TX		
011128880082	1FUYDCXB4YPB83188	2BY160	TX		

**Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 03 - November 16
2001**

AGGREGATE HAULERS	PO BOX 19319		AUSTIN	TX	78760
011108550620	1FUVDYB3CP208138	2DA934	TX		
011108550629	1XKAD69X2NS568388	2CZ733	TX		
011108550631	1FUPDCYB1PH435396	2CZ709	TX		
AGRO-TECH SERVICE INC	1752 N.US HWY 281		LAMPASAS	TX	76550
011109330278	1FUPCSZB27PG34088	2CE959	TX		
ASSOCIATES TRANSPORT	4800 WEST STATE HWY 71		LA GRANGE	TX	78945
011106340134	1FUJA6CG12LJ65918	R2RL47	TX		
BARE CONSTRUCTION	4902 HIALEAH		HOUSTON	TX	77092
011106340286	1XP5DB9X3SN366223	R2XM90	TX		
BLAND/SCHROEDER/ARCHER L P	13111 DESSAU RD		AUSTIN	TX	78754
011107340203	1XP5DB9X0WD446333	2DB071	TX		
BRENCO MARKETING CORP.	BOX 3819		BRYAN	TX	77805
011106340030	2HSFHCAR3PC068787	2AJ734	TX		
011106340032	1XP5D29X4LD300805	2AJ725	TX		
011106340034	2HSFMAHR1RC090957	2AJ735	TX		
011106340035	2HSFHAER1TC081577	2AJ731	TX		
011106340036	2HSFHAER9WC038030	2AJ822	TX		
011106340037	2HSFHAER8WC038133	2AJ830	TX		
011106340038	2HSFMAHR5SC020190	5GMM35	TX		
CCI MANUFACTURING INC.	2651 JOE FIELD RD		DALLAS	TX	75229
011109330327	1XPAL29X3HN205185	2CV081	TX		
011109330328	1XKWD99X0TS715050	2CV009	TX		
011109330329	1M2AA13Y9TW062776	2CV010	TX		
011109330331	1XKDD9X4VR740846	2CV011	TX		
011109330333	1XKDD9X31R868632	2ED109	TX		
011109330344	1NKDL99X0UR741957	2PX224	TX		
011109330345	1XKDD69X6XR824362	2CV087	TX		
COLLIER MATERIALS	PO BOX 86		MARBLE FALLS	TX	78654
011115880082	2FUDZYBY1SAS35789	2CE960	TX		
CX Transportation div TIC Unit	4645 N CENTRAL EXPWY		DALLAS	TX	75205
011113880167	1XKAD29X8LS528838	R2DT02	TX		
011113880168	2HSFBLTXMC045278	R2YT45	TX		
Capitol Leasing Group Ip	P.O Box 82316		Austin	TX	78708
011112880339	1FUVDXCB0PH467925	R49605	TX		
011112880352	1XP5DB9XXWD453788	R2SY44	TX		
Circle B Transportation & Truc	1716 Future Dr.		Austin	TX	78754
011112880188	1fuydcxb6sp869849	2cy706	TX		
GONZALES, RALPH TRUCKING INC.	PO BOX 1121		EL CAMPO	TX	77437
011106340113	1XKAD29X2MJ561096	2DH407	TX		
011106340115	1XKDD29X4MS559728	2DH400	TX		
011106340119	1XKDD29XDLS549373	2DH399	TX		
H & H Transportation, Inc.	422 Northwood		Georgetown	TX	78628
011115550384	1XKADB9X8KJ52565	2DK087	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 03 - November 16
2001

H & H Transportation, Inc.	422 Northwood		Georgetown	TX	78628
011115550387	1XKAR8X6TS729291	2DK085	TX		
011115550391	1XKWDB9XX55645972	2DK088	TX		
011115550393	2XKWDR9X1RM616426	2DK086	TX		
HIBBS, ODEEN TRUCKING COMPANY	PO BOX 14332		AUSTIN	TX	78761
011115880070	1M1AA14Y41W134029	2DA998	TX		
011115880073	1M1AA14Y31W136502	2AD999	TX		
HOLLAND TRUCKING INC.	P.O. BOX 643		SEALY	TX	77474
011113880216	1XKWDB9X3FS327178	2AB206	TX		
IBARRA'S TRUCKING	3406 DOUG DR		DALLAS	TX	75247
011108330223	1XKDD29X1TS727775	2AP629	TX		
LA GRANGE CONCRETE & AGGREGATE	1503 NORTH PARK		BRENHAM	TX	77833
011105340174	1XKDD29X2WR775166	2DE468	TX		
LINDIG, WILLIAM L.	P. O. BOX 318		JOHNSON CITY	TX	78636
011109330283	1XKWD69X5RS619426	2AH401	TX		
011109330284	1XP5DU9X8WN456615	R1LW51	TX		
MAJESTIC TRUCKING	4699 N IH35		GEORGETOWN	TX	78628
011105340157	1XPCDB9X9M0307287	2DK201	TX		
011105340160	1FUYSYB2KP364061	2DA972	TX		
MASON FEED TRUCKING	PO BOX 418		MASON	TX	76856
011105340169	1XP5DB9X95D362425	R39413	TX		
011105340170	1XP5DB9X3XD469185	R13486	TX		
MATERIALS PRODUCT INC.	PO BOX 141156		AUSTIN	TX	78714
011106340048	1FUWZA9XLA82069	2CZ341	TX		
McCARSON GRAIN CO.	PO BOX 335		MEGARGEL	TX	76370
011109550043	2FUFDZYB4KV351858	2AA939	TX		
OLYMPIC TRANSPORT INC.	PO BOX 22007		HOUSTON	TX	77227
011108330189	1XP9DB9X6DN161080	2AM885	TX		
PICHA, DAVID E. SR	103 HAMIL		YOAKUM	TX	77995
011105340178	T49FKAV597504	2NSL45	TX		
PLAINS MARKETING LP	PO BOX 4648		HOUSTON	TX	77210
011112880282	1m1am08y8tm003633	2ch296	TX		
PNEU ROCK TRANSPORTATION	PO BOX 1000		EL CAMPO	TX	77437
011115880063	2HSFBGUR8HC009513	2DE438	TX		
011115880064	1XPFD88X4RD353521	2DE439	TX		
011115880065	1FUYSYB35P731016	2CE943	TX		
RANGER EXCAVATING LTD	5222 THUNDERCREEK RD B-1		AUTSIN	TX	78759
011107340173	1XKDD89X8XA797416	2DA746	TX		
011107340175	1XKDD89XXXR797417	2DA747	TX		
011107340178	1XKDD89X1XR797418	2DA748	TX		
011107340180	1XKDD89X3XR797419	2DA749	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 03 - November 16
2001

RANGER EXCAVATING LTD	5222 THUNDERCREEK RD B-1	AUTSIN	TX	78759
011107340181	1XKddb9X3XR797422	2DA750	TX	
011107340183	1XKddb9X1XR797421	2DA751	TX	
011107340185	1XPfDB9X11D558488	2DA755	TX	
011107340186	1XKddb9X6XR797415	2DA752	TX	
011107340187	1XPfDB9XX1D558487	2DA756	TX	
011107340188	1XPfDB9XX1D558490	2DA757	TX	
011107340190	1XKddb9XXR797420	2DA753	TX	
011107340194	1XPfDB9X31D558489	2DA758	TX	
011107340195	1NKDLB04XR799237	4FSV475	TX	
011107340196	1NKDL0BOX6X799238	2Hnk03	TX	
SHALLOW FORD CONSTRUCTION CO I	700 N. General Bruce Dr.	TEMPLE	TX	76505
011115550283	1M2P267Y8UM029135	TC6285	TX	
STATEWIDE TRANSPORT, INC.	P. O. BOX 791550	SAN ANTONIO	TX	78279
011115880114	1XKWD69X4XR828080	2AG576	TX	
011115880115	2XKDDU9X6YS850619	2AG260	TX	
011115880117	1XP5DB9X2TD403138	2AH012	TX	
011115880119	1FUYXYB6HP308036	2AC100	TX	
011115880120	1FUYDCYB4SH746799	2AE404	TX	
011115880123	1FUYDCYB7SH746800	2AE405	TX	
011115880126	1FUYDXYB1LP371209	2DM918	TX	
011115880128	1XPfDB9X3RD350687	2AC587	TX	
011115880129	1XP5DB9X0TD403137	2AG917	TX	
011115880130	1FUYDDYBXSH598079	2AC588	TX	
011115880133	1XPFDU9X3WN463606	2AG259	TX	
011115880134	1FUYDZYB1RH864953	2EK470	TX	
011115880136	1FUYDZYB3PH491895	2AC550	TX	
011115880137	1FUYDPYB3PH448873	2AF688	TX	
011115880139	1XPCD29X7KD275484	2AH078	TX	
011115880140	2HSFHACR6LC035181	2AG452	TX	
011115880141	1FUYDSYB6RH430227	2AG571	TX	
011115880143	1FUYDCYB7TP771316	2AG940	TX	
011115880144	2XKDD29X2LM533528	2AE601	TX	
011115880146	1XKAD29X1KJ533416	2AE602	TX	
011115880148	1XKAD29X7KJ533422	2AE604	TX	
011115880149	1XKAD29X3KJ533420	2AE605	TX	
011115880152	1XKDD69X7NJ570026	2AE606	TX	
011115880154	1XP5DE8X2RN359115	2AE607	TX	
011115880155	1XP5DE8X7RN359112	2AE608	TX	
011115880158	2XKNDE9X1SM651591	2AE609	TX	
011115880160	2XKNDE9X3SM651592	2AE610	TX	
STEVENS, GARY	4573 KNIGHT LANE	KRUM	TX	76249
011109550063	1M2AA18Y31W138188	2AY325	TX	
STOWE, C. A.	PO BOX 104	MONTGOMERY	TX	77356
011115880062	1FUYDZBOMH388235	2JC878	TX	
Sunset Logistics Inc	POB 185058	Ft Worth	TX	76181
011105340198	1FUY3WEBXYLF94173	R2MK24	TX	
011112880385	4V1JDBRF9SN840958	R36459	TX	
TXI Transportation Company	1341 W. MOCKINGBIRD LANE	DALLAS	TX	75247
011115880078	2HSFHASR2XC090203	2CZ370	TX	

**Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
November 03 - November 16
2001**

W W TIDWELL FARMS 011105340086	233 S.AYRSHIRE 1XPADB9X4KD282716 2AP014	CROSBYTON TX	TX	79322
WATTS, BOBBY 011115880024 011115880027 011115880030	1703 S. COLLEGE 1XP5DB9X3SN365041 1XRT55 1XP5DB9X6WN469125 5BHL81 1XP5DB9X9JD264770 MC5515	DECATUR TX TX TX	TX	76234
Woodard Construction Company 011109330281	Box 678 1HTSHN4R1MH373355 5PXH03	Gatesville TX	TX	76528
ZIZZO, JOE TRUCKING 011107550303	RT4 BOX 4425 1XP5DB9X1KN265228 2DK216	BELTON TX	TX	76513

AGENDA ITEM 17

Discuss and consider approving a no parking zone on Hymeadow Drive and Hidden Meadows Drive.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a no parking zone on Hymeadow Drive and Hidden Meadows Drive.

Vote: 3 - 0

REGULAR AGENDA

AGENDA ITEM 18

Consider approving a contract with Haynie Consulting Inc. to reconstruct County Road 258.

County Engineer Joe England discussed the proposed contract, noting that funding would be in the amount of \$110,000.00 from Precinct 2 Certificates of Obligation.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve a contract in the amount of \$110,000.00 with Haynie Consulting, Inc., to reconstruct County Road 258.

Vote: 3 - 0

< Attachment >



No backup documentation was provided by the time that the minutes were scanned.

AGENDA ITEM 19

Consider approving an interlocal agreement with Capital Metro regarding construction of a portion of Lakeline Blvd. from the proposed intersection of Lakeline Boulevard and Lyndhurst Boulevard to the railroad crossing.

No action was taken on this agenda item, which was tabled until the January 29, 2002 meeting.

AGENDA ITEM 20

Consider approving amendment of the Environment Protocol for Multi-Corridor Transportation Plan.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve amendment of Section 4 of the Environment Protocol for the Multi-Corridor Transportation Plan to add wording as follows:

"The rules of practice and procedure for the Antiquities Code provide that public entities must notify the THC before ground breaking, and in advance of proposed public development projects that could take, alter, destroy, salvage, or excavate archeological sites, designated historic district, or other cultural resources and/or landmarks. The THC then reviews the submitted documentation and notifies the public entity of the possible need for survey level investigations to locate cultural resources situated in the proposed development tract.

The following steps should be followed to help ensure compliance with Texas Antiquities Code regulations:

(a) As early as possible in project planning a determination should be made as to whether the project will affect an area larger than 5 acres, disturb a cumulative area of more than 5,000 cubic yards, occur inside a designated historic district, or affect a recorded archeological site. ACi and SREG are available to assist in making this determination.

(b) If a project satisfies any one of the preceding criteria, ACi should be contacted to conduct an archival/reconnaissance survey investigation of the site to collect historic and/or archeological resource information.

(c) Once an archival/reconnaissance survey investigation has been completed, ACi will notify the THC of the construction plans for the project and propose any more detailed surveys or investigations required to determine the project's potential adverse impact to historical or archeological properties.

(d) If the THC determines that an intensive survey investigation is needed ACi, with qualified personnel, will perform the investigations under an Antiquities Permit in consultation with the THC.

(e) The discovery of archeological sites or historic structures at a project location subsequent to ground breaking should be reported immediately to ACi, SREG, and the Road Bond Manager." with the notation that this does not affect existing roads.

Vote: 3 - 0

< Attachment >

SMITH, ROBERTSON, ELLIOTT & GLEN, L.L.P.

ATTORNEYS AT LAW
1717 WEST SIXTH STREET, SUITE 350
AUSTIN, TEXAS 78703
(512) 225-5800
FAX (512) 225-5838

ALAN M. GLEN
PARTNER

DIRECT DIAL NUMBER:
(512) 225-5801

DIRECT FAX:
(512) 225-5821

E-MAIL: aglen@sreglaw.com

January 16, 2002

VIA FACSIMILE

Eugene Taylor, Esq.
Williamson County Attorney
405 Martin Luther King
Georgetown, Texas 78626

Re: Amendment of Environmental Protocol

*approved 1-22-02
John C. Doerfler*

Dear Gene:

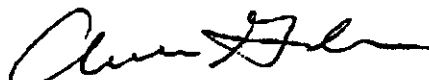
As you are aware, in April 2001, the Commissioner's Court adopted the Williamson County Multi-Corridor Transportation Plan, Project Level Environmental Review and Compliance Protocol (the "Protocol") to assist Road Program Project Engineers in identifying potential environmental constraints, collecting appropriate data, and developing and implementing a plan for assuring compliance with applicable environmental laws and regulations.

Through discussions with Mike Weaver and Steve Paulson, we have recently determined that it may be appropriate to expand the discussion in the Protocol regarding State notification requirements and construction plan reviews under the Texas Antiquities Code. This information will be added to Section 4 of the Protocol. Amending the Protocol to include this information should enable Project Engineers and ACi to ensure timely and efficient compliance with laws and regulations affecting historic and archeological properties.

We have reviewed the Protocol amendments with Mike Weaver and Steve Paulson, and with their concurrence, are recommending the amendment of the Protocol to reflect the above-referenced information (an amended copy is attached for your review). If you concur with the suggested amendments, we respectfully request that the Protocol amendments be placed on the Commissioner's Court agenda for adoption.

Please do not hesitate to call if you have any questions.

Best regards,


Alan M. Glen

Enclosures

cc: Hon. John C. Doerfler (w/ encl)
Mike Weaver (w/encl)
Steve Paulson (w/encl)
Thornton O. Wood, Esq. (Firm w/o encl)

DRAFT

**Williamson County Multi-Corridor Transportation Plan
Project Level Environmental Review and Compliance Protocol
January 2002**

1. Introduction

This Project Level Environmental Review and Compliance Protocol (the "Protocol") is provided to assist each Project Engineer in identifying potential environmental constraints, collecting appropriate data, and developing and implementing a plan for assuring compliance with applicable environmental laws and regulations. Williamson County, Texas is implementing a multi-corridor transportation plan involving numerous separate projects across the County. Prime Strategies, Inc. (the "Road Bond Manager") has been retained by the County to administer the program. In addition, Smith, Robertson, Elliott & Glen, L.L.P. ("SREG") and Athabasca Consulting, Inc. ("ACi") have been retained by the County to establish program-wide environmental compliance strategies. In addition, SREG and ACi will seek to establish a coordinated, regional approach to environmental compliance with key agencies, including particularly the U.S. Fish and Wildlife Service. While each project will raise its own set of environmental compliance issues, they will also be interrelated and can affect larger efforts. This Protocol, therefore, seeks to establish a close, cooperative process among each Project Engineer, the Road Bond Manager, SREG, and ACi. Full and prompt communication will be vital to program success, and the Project Engineers are instructed to follow this Protocol whenever possible and observe the lines of communication it creates. In that connection, it is stressed that because the County will be seeking multiple approvals from various agencies as well as regional solutions, contact with agencies and retention of environmental subconsultants must be coordinated with SREG and ACi.

2. Contacts

Following are the key points of contact under this Protocol:

Road Bond Manager:	Prime Strategies, Inc. Michael J. Weaver 1508 S. Lamar Blvd. Austin, Texas 78704-2923 Tel: (512) 445-7074 Ext. 206 Fax: (512) 445-7064 E-mail: mjweaver@austin.rr.com
---------------------------	---

ACi:

Athabasca Consulting, Inc.
Steven D. Paulson
1001 MoPac Circle, Suite 100
Austin, Texas 78746
Tel: (512) 347-9000
Fax: (512) 306-0974
E-mail: steve@athabascaconsulting.com

SREG:

Smith, Robertson, Elliott & Glen, L.L.P.
Alan M. Glen
1717 West 6th Street, Suite 300
Austin, TX 78701
Tel: (512) 225-5801
Fax: (512) 225-5821
E-mail: aglen@sreglaw.com

Secondary Contact: Thornton Wood
Tel: (512) 225-5811
Fax: (512) 225-5831
E-mail: twood@sreglaw.com

3. Protocol Steps

Table 1 describes the Protocol Steps to be undertaken by each Project Engineer in identifying resource constraints, collecting data, and establishing and implementing an environmental compliance plan. Following is a brief narrative summary of each of these steps.

1. Identify Large Scale Resource Constraints. The Project Engineer will identify potential resource constraints through evaluating the project location in comparison to publicly available resource information. As part of its engagement by Williamson County, ACi is preparing an environmental opportunities and constraints analysis for the entire program. Accordingly, ACi should be consulted at this stage and should be able to provide useful information.

2. Identify Potentially Applicable Regulatory Programs. After Step 1, the Project Engineer should consult with SREG and ACi to identify potentially applicable regulatory programs. Part IV of this Protocol contains a brief summary of some of the more significant programs.

3. Design Site-Specific Data Collection. The Project Engineer should consult with ACi to design and develop appropriate scopes for any needed environmental data collection.

4. Conduct Site-Specific Data Collection. Environmental data collection will be conducted by ACi or other qualified subconsultants approved by ACi or SREG.

5. Evaluate Regulatory Program Requirements. The Project Engineer will consult with ACi and SREG to evaluate applicable regulatory program requirements.

6. Design and Evaluate Project Modifications to Minimize Environmental Impacts. The Project Engineer will consult with ACi and SREG to identify potential project alternatives or modifications to minimize environmental impacts and regulatory requirements.

7. Design Regulatory Approval Strategy. The Project Engineer shall consult with ACi and SREG to design a regulatory approval strategy for the project. The strategy will specify actions and responsibilities of relevant parties.

8. Implement Approval Strategy. The Project Engineer, ACi, SREG, and other appropriate County representatives and consultants shall implement the regulatory approval strategy as provided therein.

4. Summary of Potentially Applicable Programs

Following is a brief summary of some of the more significant environmental regulatory programs that may be applicable to projects:

Endangered Species Act

The Federal Endangered Species Act (ESA) prohibits the "take" of listed threatened or endangered species. By U.S. Fish and Wildlife Service (USFWS) regulation, this "take" prohibition has been extended to cover habitat modification that actually results in death or injury to listed wildlife, such as by interference with essential behavioral patterns such as breeding, feeding, or sheltering. The ESA also requires that federal agencies not fund, carry out, or permit actions that are likely to jeopardize a species or destroy or adversely modify its critical habitat. In order to comply with this requirement, federal agencies are required to consult with USFWS whenever a proposed action "may affect" listed species or designated critical habitat. This consultation requirement, for example, may be triggered by a project's need for a Corps of Engineers permit under Section 404 of the Clean Water Act. If a Williamson County project is located in the vicinity of known or potential endangered species habitat, the "take" prohibition and/or the consultation requirement may be implicated and ACi and SREG should be consulted for further direction and analysis. The primary listed species present in Williamson County include the golden-cheeked warbler, the black-capped vireo, and several karst or cave invertebrates. In addition, there are a number of non-listed "species of concern" such as the Jollyville and Georgetown salamanders.

Clean Water Act Section 404

Section 404 of the Federal Clean Water Act ("CWA") prohibits the "discharge of dredged or fill material" into the "waters of the United States" without a permit. As a result, most construction activities that take place in water bodies or wetlands must be authorized by the U.S. Army Corps of Engineers ("Corps"), which administers the 404 permitting program. The term "waters of the United States" (or as they are commonly called, "jurisdictional waters") encompasses a wide range of water bodies, including lakes, rivers, creeks, streams and their tributaries, as well as wetlands. Intermittent streams and some dry washes may also be classified as jurisdictional waters. Because the term "discharge" has been defined by Corps regulations to cover activities that result in the addition as well as removal of dredged or fill material, most excavation activities in jurisdictional waters will also require a 404 permit. If a Williamson County project must cross or otherwise affect jurisdictional water, or if any construction activities will occur in jurisdictional waters, ACi and SREG should be consulted regarding whether or not a 404 permit may be required. For some projects that impact less than 2 acre of jurisdictional waters, authorization may be available through the Corps' Nationwide Permit program ("NWP"), which is generally a quicker alternative to the individual 404 permit process, and which does not trigger individual NEPA review. A summary of NWP authorizations for road crossing projects is attached to this Protocol.

EPA Stormwater Permitting

The CWA also requires permits for the discharge of "pollutants" into the nation's waterways through stormwater runoff from construction projects. Coverage for construction-related stormwater discharges is usually obtained through the U.S. EPA's NPDES Construction General Permit ("CGP"), which provides coverage on an expedited basis. Only those parties that qualify as "operators" will be required to obtain CGP coverage. Generally speaking, "operators" are those that have overall or day-to-day control over the project. Subcontractors usually do not qualify as "operators" and consequently do not need CGP coverage.

The two key eligibility criteria for the CGP are: (1) development and implementation of a Stormwater Pollution Prevention Plan ("SWPPP") according to EPA standards, and (2) satisfying the requirements for compliance with the ESA, which are provided in Addendum A to the CGP. If the project may impact listed endangered or threatened species, ACi and SREG should be contacted since consultation with USFWS may be required. Once the applicant has developed a SWPPP and determined that it satisfies the ESA-related criteria, it can then submit a Notice of Intent ("NOI") form, which requires the applicant to certify that it is eligible for authorization under the CGP, and that it will abide by all of the permits terms and conditions. For most projects, the authorization process involves little or no contact with EPA. CGP coverage becomes effective 48 hours after the NOI is submitted to EPA. A copy of the CGP is attached to this Protocol. Project Engineers should review the CGP carefully and will be responsible for ensuring full compliance. The current CGP is scheduled to expire in July 2003, at which point this program will be taken over by the TNRCC.

National Environmental Policy Act

The National Environmental Policy Act (NEPA) requires pre-decision environmental impact review for any action a federal agency carries out, funds, or authorizes. Although NEPA itself imposes no substantive requirements on any such project, its procedural burdens can influence the cost and timing of projects and can influence project revisions based on the impact analysis it generates. Pursuant to general regulations promulgated by the Council on Environmental Quality, and which each federal agency has adapted to its particular programs, the level of environmental review varies. The most intensive review applies to actions that will have a significant effect on the quality of the human environment. These actions require a full environmental impact statement (EIS) prior to final decision on the action. An EIS is an expensive and time-consuming undertaking that explores numerous action alternatives and their full direct and indirect environmental and socio-economic impacts. Most actions do not trigger this EIS requirement, but rather fall into the class of actions that qualify for a finding of no significant impact (FONSI). The decision whether to reach a FONSI or to require an EIS is conducted through an environmental assessment (EA), which is a much shorter version of the analysis included in the EIS. Finally, some actions qualify for "categorical exemption" because they are not generally significant in terms of environmental impact.

Application of NEPA thus involves three basic questions: (1) does NEPA apply—*i.e.*, is the action carried out, funded, or authorized by a federal agency; (2) is an EIS required or is a FONSI or categorical exemption justified; and (3) if an EIS is required, is the EIS adequate in terms of scope and analysis. For state and local road projects, each of these issues is often presented. For example, depending on the project "segment" involved, its interconnection with federally funded roadways, and the flow of federal highway funding to ongoing road projects in the jurisdiction, the project might or might not trigger NEPA. Other federal permitting, such as an individual (as opposed to a nationwide) permit from the Corps of Engineers, may also implicate NEPA. And while many road projects subject to NEPA require an EIS, not all do, particularly if the project is not significant in terms of context and intensity or involves substantial mitigation of effects as part of the project itself. If an EIS is required, however, questions of scope and depth of analysis necessarily arise in many contexts. Clearly, then, it is to determine early whether and to what extent NEPA will apply.

TNRCC Edwards Rules

Roadway construction within the recharge and/or contributing zones of the Edwards Aquifer must be conducted in compliance with the state's Edwards Aquifer Rules ("Edwards Rules"), which are administered by the Texas Natural Resource Conservation Commission ("TNRCC"). For projects located in the contributing zone, the Edwards Rules require many of the same water quality control measures that are called for by the EPA's CGP. However, unlike the CGP self-certification process, projects in the contributing zone cannot proceed until the required "contributing zone plan" is reviewed and approved by TNRCC staff. Projects in the recharge zone are subject to a more stringent set of standards, which include requirements for the implementation of permanent "best management practices" to control the discharge of pollutants after construction is completed. Construction in the recharge zone cannot proceed until TNRCC has approved a "water pollution abatement plan" for the project, a process that requires the applicant to submit detailed technical reports and a geologic

assessment of the project site. ACi and SREG should be consulted on questions regarding the location of projects in the recharge and contributing zones as well as compliance with the Edwards Rules. Project Engineers will be responsible for processing and implementing approvals under the Edwards Rules.

National Historic Preservation Act/Texas Antiquities Code

The federal National Historic Preservation Act ("NHPA") establishes a national historic preservation program for the identification and protection of historic properties and resources. Section 106 of the NHPA requires federal agencies to take into account the effects of their actions on historic properties that are listed, or eligible for listing, in the National Register of Historic Places ("National Register"). For purposes of Section 106, any property listed in, or eligible for the National register is historic. The National Register is an inventory of historic resources and is maintained by the Secretary of the Interior. The list includes buildings, structures, objects, sites, districts, and archeological resources. Additionally, the NHPA requires federal agencies to consult with the State Historic Preservation Officer and the federal Advisory Council on Historic Preservation whenever a proposed undertaking may adversely affect a historical site. NHPA may be triggered by a project's need for a federal permit, such as a Corps of Engineers Section 404 permit.

In addition to federal historic preservation laws, the State of Texas also regulates historic resources. The Antiquities Code of Texas requires that the Texas Historical Commission ("THC") review any action that has the potential to disturb historic and archeological sites on public land. Actions that need review under the Antiquities Code include any construction program that takes place on land owned or controlled by a state agency or a state political subdivision, such as a city or a county. Projects that require review include: construction of recreational parks or the expansion of existing facilities by city governments; construction by a city or county government that exceeds 5 acres or 5,000 cubic yards. If the activity occurs inside a designated historic district or affects a recorded archeological site, it needs to be reviewed, regardless of project size. The rules of practice and procedure for the Antiquities Code provide that public entities must notify the THC before ground breaking, and in advance of proposed public development projects that could take, alter, destroy, salvage, or excavate archeological sites, designated historic district, or other cultural resources and/or landmarks. The THC then reviews the submitted documentation and notifies the public entity of the possible need for survey level investigations to locate cultural resources situated in the proposed development tract.

The following steps should be followed to help ensure compliance with Texas Antiquities Code regulations:

- (a) As early as possible in project planning a determination should be made as to whether the project will affect an area larger than 5 acres, disturb a cumulative area of more than 5,000 cubic yards, occur inside a designated historic district, or affect a

recorded archeological site. ACi and SREG are available to assist in making this determination.

- (b) If a project satisfies any one of the preceding criteria, ACi should be contacted to conduct an archival/reconnaissance survey investigation of the site to collect historic and/or archeological resource information.
- (c) Once an archival/reconnaissance survey investigation has been completed, ACi will notify the THC of the construction plans for the project and propose any more detailed surveys or investigations required to determine the project's potential adverse impact to historical or archeological properties.
- (d) If the THC determines that an intensive survey investigation is needed, ACi, with qualified personnel, will perform the investigations under an Antiquities Permit in consultation with the THC.
- (e) The discovery of archeological sites or historic structures at a project location subsequent to ground breaking should be reported immediately to ACi, SREG, and the Road Bond Manager.

5. Reporting

Attachment 1 is a form to be used by Project Engineers in order to report at least monthly on the status of activities under this Protocol. The status report should be submitted by the Project Engineer to ACi, SREG, and the Road Bond Manager by the 5th day of each month. Significant problems or concerns should be reported immediately.

*approved 1-22-02
John C. Daefler*

AGENDA ITEM 21

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

AGENDA ITEM 22

Consider approving Addendum No. 7 to existing contract with PBS&J for additional survey work on the Cedar Breaks Project.

County Engineer Joe England explained that right-of-way needs to be cleared in environmentally sensitive zones from Cedar Breaks to D.B. Wood Road prior to March 1, 2002 to avoid disturbing nesting Warblers which would halt construction until August, 2002.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve Addendum No. 7 to the existing contract with PBS&J for additional survey work on the Cedar Breaks Project.

Vote: **3 - 0**

< Attachment >



No backup documentation was provided by the time that the minutes were scanned.

AGENDA ITEM 23

Consider approving interlocal agreement with Fern Bluff MUD concerning trails.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

AGENDA ITEM 24

Hear presentation from Land Strategies on Williamson County Regional Park.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

AGENDA ITEM 25

Consider approving land lease agreement between Georgetown Railroad Company and Williamson County.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve a 2-year land lease agreement between Georgetown Railroad Company and Williamson County at the rate of \$300.00 per month for a parking area south of the Justice Center.

Vote: **3 - 0**

< Attachment >

LAND LEASE AGREEMENT

This agreement is entered into by and between the Georgetown Railroad Company (hereinafter "lessor") and the County Judge and the Commissioners' Court of Williamson County, Texas and Williamson County, Texas, ("lessee").

THE PARTIES AGREE AS FOLLOWS:

PREAMBLE: The parties hereby agree that the rental agreed to be paid by lessee in this agreement is substantially below the market rate for rental of comparable property. It is understood that lessor has agreed to this rental amount as a temporary accommodation to the local government of lessor's domicile.

1. **PREMISES.** In consideration of the rental paid by lessee to lessor and for the further consideration of the agreements herein, lessor does hereby lease to lessee the real property located in Williamson County, Texas described on the attached Exhibit "A."

2. **TERM.** The term of this lease shall be for two (2) years beginning on _____, 2002. The parties acknowledge that this property is for sale, and this lease may be cancelled upon sixty (60) days written notice if the property is sold.

3. **RENTAL.** The rental for said two-year period shall be the sum of \$ 7200.00, payable in advance. This rental shall be in addition to any other sums due from lessee to lessor hereunder.

During the lease period
4. **TAXES.** Lessee shall also pay all taxes of any and all kinds whatsoever levied on the subject property because of any personal property located or found on the property. In no event shall lessor be liable for any tax or assessment other than the ad valorem tax on the value of the land.

5. **USE.** Said premises are to be used for temporary parking only.

6. **IMPROVEMENTS AND MAINTENANCE.** Lessee shall make no

RECORDERS MEMORANDUM

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

alterations, changes or improvements on the subject property without the prior written consent of lessor. Lessee shall maintain the premises in good condition and trim vegetation in a manner acceptable in the community.

Self insured
7. **LIABILITY AND INSURANCE.** (a) Lessee shall keep, maintain and provide satisfactory evidence to lessor of a liability insurance policy with minimum amounts of coverage of one million dollars for bodily injury and one hundred thousand dollars property damage. Lessor shall be named as an additional insured on this insurance policy. *not claim
max
liability*

(b) Lessee hereby assumes all liability and all risk of loss, injury or damage of any kind whatsoever to any personal property, fixtures or structures on or adjacent to the leased premises.

(c) Lessee hereby assumes all liability and all risk of loss, injury or death or damages to any person in its employ and to any person whomsoever who may be upon the leased premises or adjacent thereto and lessee hereby assumes all liability and all risk of loss or damage to any property of any kind whatsoever.

(d) Lessee hereby agrees that the risk of injury to or death of persons and loss or damage to property herein are assumed by lessee, and shall include, but shall not be limited to, loss or damage to property of either of the parties hereto, and injury to or death of, or the loss or damage to property of the agents, employees, contractors, licensees, or invitees of either of the parties hereto, and whether or not such injury to or death of persons shall arise under any Workmen's Compensation Law or Federal Employers' Liability Law.

Legal
8. **COMPLIANCE.** Lessee agrees that it will comply fully with all federal, state, county and municipal laws, orders, regulations, ordinances and legal rules including, but not limited to, sanitation, safety devices, fire prevention, environmental protection, pollution control and all other matters connected with the occupation and use of the subject property. Lessee further agrees to pay any fine, penalty, cost, damage or injury resulting from a violation or alleged violation of any of these rules and regulations.

9. **DEFAULT.** In the event of the failure of lessee to pay any sum due hereunder or the breach of any covenant or provision herein by lessee, lessor may, at its option, terminate this lease. Failure by lessor to enforce any remedy herein shall not constitute

Both parties
 a waiver of such default or a waiver of any future default. In addition, ~~lessor~~ shall have the right to pursue any legal remedy in a court of appropriate jurisdiction, including but not limited to, an action for damages, forcible entry and detainer or injunctive relief. In no event shall any such action by lessor be deemed a waiver of other rights and benefits granted to lessor under this agreement. Lessee agrees that lessor shall not be required to make formal demand or give notice for any due and unpaid monies, and lessee does hereby expressly waive any right to receive such demand or notice. *one party* *He other party*

10. **INDEMNITY.** Lessee does hereby agree and promise, for itself, its successors, assigns, agents, contractors and employees to protect, defend, indemnify and hold harmless the lessor from and to reimburse lessor for, any and all liability, alleged liability, expenses, and damages arising out of the risks herein assumed by lessee, including claims, suits, judgments, costs, consequential damages, attorneys' fees of any party, and all other expenses incurred by lessor.

11. **MISCELLANEOUS.** (a) The law of Texas shall apply to this agreement. Venue of any action or dispute arising under this agreement shall be in Williamson County, Texas.

Whole person written consent
 (b) This lease is personal to the lessee and shall not inure to the benefit of any receiver, trustee or any assignee for the benefit of creditors, as an asset of lessee, but shall cease and terminate upon the appointment of any such receiver, trustee or any assignee for the benefit of creditors or upon the filing of any bankruptcy petition wherein lessee is a debtor. This lease and all of the provisions herein shall be binding upon the parties and their successors or assigns. Lessee agrees to supply notice in writing of any name changes.

(c) Lessee agrees not to sublet the leased premises or any part thereof without the prior written consent of lessor. Any such attempted subletting without consent shall be void and without effect. In the event of any sublease or assignment, lessee shall remain fully liable for compliance with each and every condition and agreement contained herein.

(d) Any notice required herein shall be given in writing and mailed by Certified Mail, Return Receipt Requested, to the address shown below.

(e) This written lease contains the entire agreement of the parties, and no oral agreement or representation is a part of this

RECORDERS MEMORANDUM

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

agreement.

(f) Lessee agrees that it will not allow or permit any liens of any kind to be filed which in any way affect lessor's right, title and interest in and to the leased premises. Lessee shall cause any such lien to be released within fifteen days from the date such lien is asserted, claimed or filed and failure to do so shall constitute a default hereunder.

(g) The rule of construction against the drafter of the document shall not apply to this lease. Any ambiguity in this agreement shall be interpreted to favor the lessor and against the lessee.

This agreement was executed on the _____ day of

_____, 2002.

THIS LEASE CONTAINS INDEMNITY PROVISIONS.

WILLIAMSON COUNTY, TEXAS
(lessee)

GEORGETOWN RAILROAD CO.
P.O. BOX 529
GEORGETOWN, TX 78627

BY:

John C. Dayler - 1-22-02

710 Main Suite 201

Georgetown, Texas 78626

County Judge

BY:

SIGNATURE

W.B. Snead, Chairman

RECORDERS MEMORANDUM

01/22/2002

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

Page 116

MARTIN LUTHER KING STREET

FOREST STREET

7 th STREET

8 th STREET

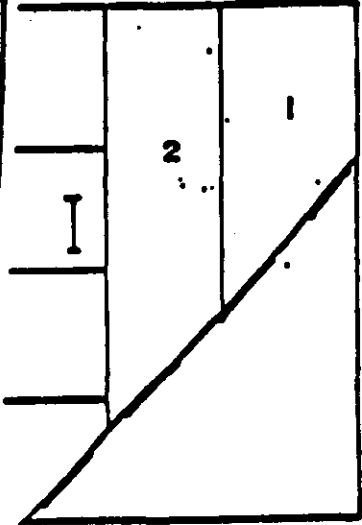
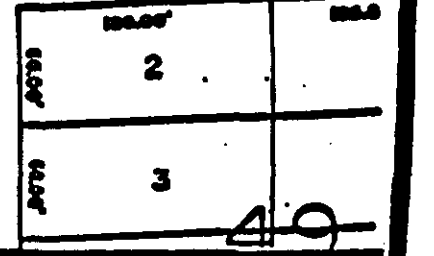
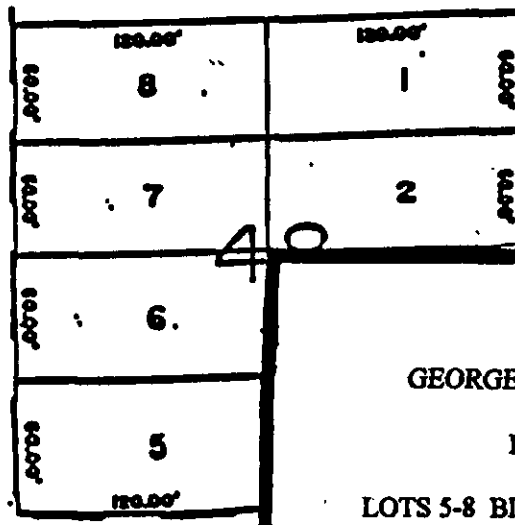
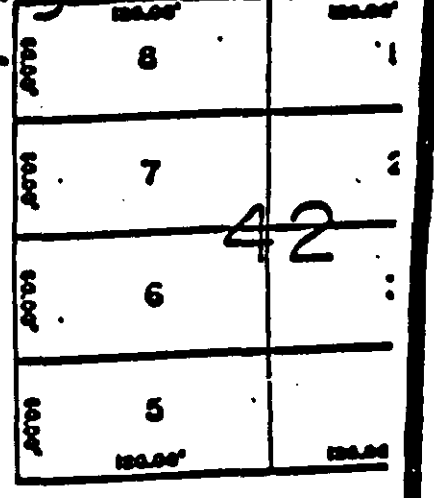
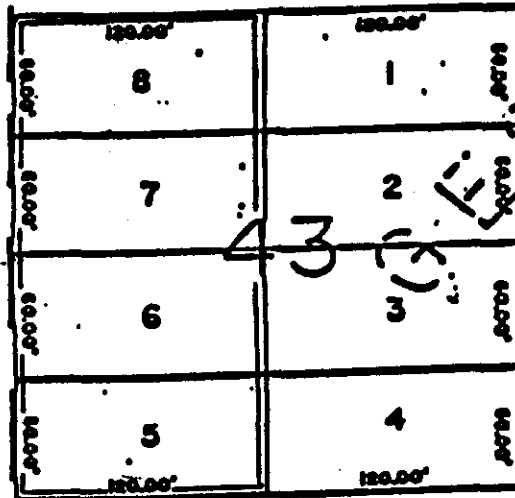
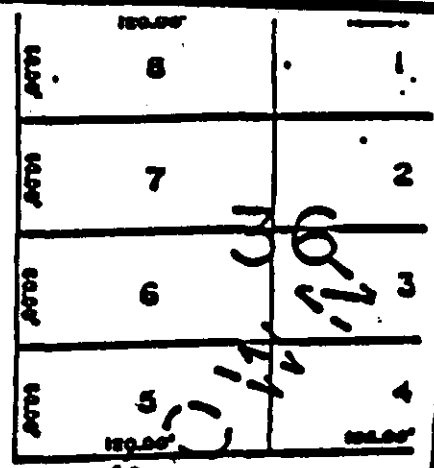
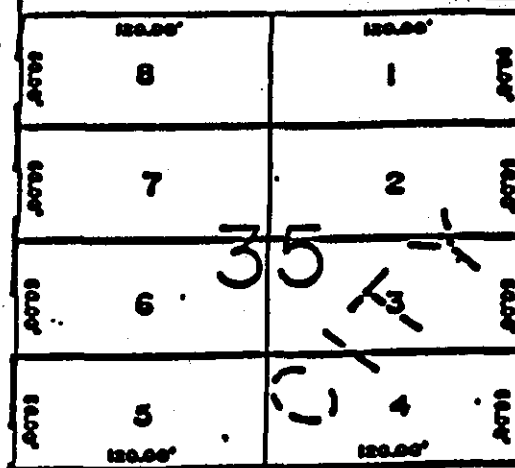
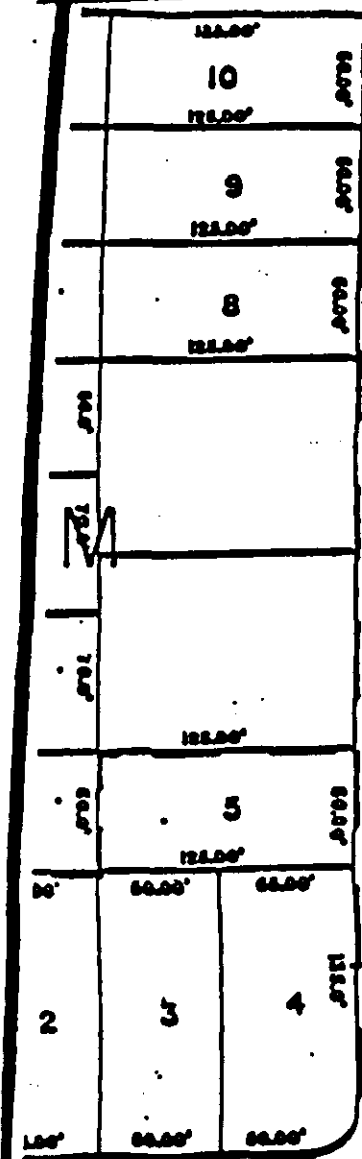
EXHIBIT "A"

GEORGETOWN RAILROAD COMPANY

PROPOSED LEASE OF

LOTS 5-8 BLOCK 43 CITY OF GEORGETOWN

TO: WILLIAMSON COUNTY



AGENDA ITEM 26

Consider approving additional funds for Sebesta and Associates.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

AGENDA ITEM 27

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

Maintenance Supervisor Joe Latteo stated that the antiquities study had been approved by the State. They are currently waiting for a letter from the State, but have verbal approval to start groundwork.

AGENDA ITEM 28

Consider approving a resolution providing for allocation of Bluebonnet Trails Community MHMR Center revenue bonds, series 2002.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve a resolution providing for allocation of Bluebonnet Trails Community MHMR Center revenue bonds, series 2002.

Vote: **3 - 0**

< Attachment >

BLUEBONNET TRAILS
COMMUNITY MENTAL HEALTH AND MENTAL RETARDATION CENTER
555-A Round Rock West Drive, Round Rock, TX 78681
(512) 255-1720 Fax (512) 244-8401

January 11, 2002

BOARD OF TRUSTEES

Bastrop County
Judge Peggy Walicek
Treasurer

Burnet County
Judge Martin McLean

Caldwell County
William W. Holz

Fayette County
Bob Heinrich
Chair

Gonzales County
Marilyn Price

Guadalupe County
Shirley Hester

Lee County
Mayor Robert Willrich

Williamson County
Hartley Sappington
Vice Chair

Judge John C. Doerfler
Williamson Co. Courthouse
701 Main St
Georgetown, TX 78626

Re: Bluebonnet Trails Community Mental Health Mental Retardation Center

Dear Judge Doerfler:

Bluebonnet Trails Community Mental Health and Mental Retardation Center is in the process of constructing a 49,000 square foot building in Round Rock, as authorized by our Board of Trustees. The facility will enable the co-location of mental health, mental retardation and early childhood intervention services for Williamson County. It will also house administrative and support services that support the delivery of services to clients in all the eight counties served by the Center. To help finance the facility, the Center is issuing \$5,245,000 in revenue bonds. This issuance of tax-exempt revenue bonds by the Center does not obligate your county in any way. It may, however, have some implication for Williamson County, depending on the amount of tax exempt bonds that your county may issue this calendar year.

The Center's revenue bonds will be issued as tax-exempt obligations. Our bond counsel has just informed the Center that under the federal tax regulations, an issuer of bonds, such as the County, may issue bonds or other obligations as "qualified tax-exempt obligations" if the issuer and its subordinate entities does not issue more than \$10,000,000 of tax-exempt obligations in a calendar year. In some cases, it may be beneficial to an issuer to issue its bonds as qualified tax-exempt obligations. Since the Center is a subordinate entity of the County for this purpose (the County is a sponsor of the Center), the bonds to be issued by the Center would count towards the \$10,000,000 limitation. However, the tax regulations also provide that in the case of multiple sponsoring entities, the sponsoring entities may allocate the amount of bonds issued by the subordinate entity. This allocation appropriately reduces the amount that can be counted toward the \$10,000,000 limitation.

Attached is a form of resolution that would provide for the allocation described above. The preamble to the resolution describes the basis for the allocation and Exhibit A sets forth the amount to be allocated to each county. In order for this allocation to be effective, each of the sponsoring counties will need to adopt the resolution before the Center completes the issuance of its revenue bonds. The issuance of the Center's revenue bonds is scheduled for January 30, 2002. I would have contacted you earlier with this request, but it came to my attention only yesterday. Your assistance with this is greatly appreciated. I will be contacting you very soon to discuss this matter and to address any questions you may have.

Sincerely,


Nancy Gettelfinger
Chief Executive Officer

**RESOLUTION PROVIDING FOR ALLOCATION OF BLUEBONNET TRAILS
COMMUNITY MHMR CENTER REVENUE BONDS, SERIES 2002**

WHEREAS, the counties of Bastrop, Burnet, Caldwell, Fayette, Lee and Williamson established, and the counties of Gonzales and Guadalupe have joined as sponsors of, the Bluebonnet Trails Community Mental Health and Mental Retardation Center (the "Center") to provide mental health and mental retardation services to their citizens; and

WHEREAS, the Center is issuing its \$5,245,000 Revenue Bonds, Series 2002 ("Center Revenue Bonds, Series 2002"), to pay a portion of the costs of constructing a building for the Center; and

WHEREAS, section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended, provides that the governmental entities that receive benefits from an issuer may agree to allocate the amount of bonds issued by such issuer for the purpose of applying the provisions of section 265(b)(3) to tax-exempt obligations issued by such governmental entities; and

WHEREAS, this Commissioners Court hereby finds and determines that allocation of the Center Revenue Bonds, Series 2002, as set forth in Exhibit A, bears a reasonable relationship to the benefits received and to be received from the issuance of such bonds,

THEREFORE, be it resolved by the Commissioners Court of Williamson County that:

- Section 1. Williamson County hereby agrees, for the purposes of section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended, to the allocation of the \$5,245,000 Bluebonnet Trails Community Mental Health and Mental Retardation Center Revenue Bonds, Series 2002.
- Section 2. The amount allocated to Williamson County for the purpose of applying the provisions of section 265(b)(3) of the Internal Revenue Code of 1986, as amended, to tax-exempt obligations issued by Williamson County is set forth on Exhibit A attached hereto.

Date:

John C. Doerfler 1-15-02
Judge John Doerfler, Williamson County

Dancy E. Rister
County Clerk, Williamson County

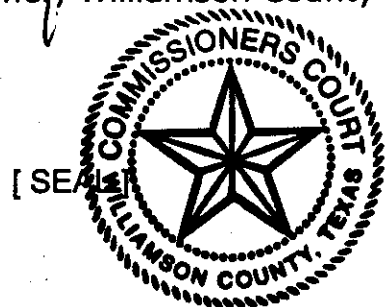


EXHIBIT A

The planned use of the building based on square footage is:

- a) 62.8% - MH, MR and ECI services directly benefiting Williamson County; and
- b) 37.2% - Administrative Offices benefiting all eight counties.

The allocation method assigns the portion of the usage directly benefiting Williamson County to Williamson County. Then the portion of the usage relating to Administrative Offices is allocated to all eight counties on the basis of the ratio of their respective populations as determined by the 2000 Federal Census.

Bastrop County	\$ 216,866
Burnet County	128,268
Caldwell County	120,932
Fayette County	81,904
Gonzales County	69,974
Guadalupe County	334,402
Lee County	58,813
Williamson County	\$ 4,233,840

Total: \$5,245,000

AGENDA ITEM 29

Consider the appointment of new board members to the Williamson County Emergency Services District No. 1.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve reappointment of Jim Ward and John Kiracofe and appointment of Pat Hanger to the Williamson County Emergency Services District No. 1.

Vote: **3 - 0**

< Attachment >



WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
9218 Anderson Mill Road, Austin, Texas 78729

January 4, 2002

Hon. John Doerfler
County Judge
Court House, Suite 201
Georgetown, Texas 78626

Dear Judge Doerfler,

Reference the appointment of members to the board of commissioners of Williamson County Emergency Services District No. 1 in compliance with the provisions of the Texas Health and Safety Code, Chapter 775.034.

The current two-year term of office of the following ESD commissioners expired at the end of last year. Due to health reasons and the untimely death of John Golding, President of the Board, this letter was not submitted prior to the end of 2001. At your discretion, they should be re-appointed by the Commissioners Court:

Jim Ward

John Kiracofe

*Approved 1-22-02
John C. Doerfler*

Respectively Yours,

Frank Anderson

Frank Anderson
President
ESD Board of Commissioners



WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
9218 Anderson Mill Road, Austin, Texas 78729

January 4, 2002

Honorable John Doerfler
County Judge
Court House, Suite 201
Georgetown, Texas 78626

Dear Judge Doerfler,

Reference the appointment of members to the board of commissioners of Williamson County Emergency Services District No. 1 (ESD) in compliance with the provisions of the Texas Health and Safety Code, Chapter 775.034.

One of the five ESD commissioners, Mr. John Golding, recently passed away and a replacement needs to be appointed by the Commissioners Court. Mr. Golding was serving a two-year term of office that would expire on December 31, 2002.

The person I am recommending would be a resident of Precinct 1, one of three serving on the ESD Board, this lady is:

Mrs. Patricia Hanger. *approved 1-22-02*
12904 Water Mill Cove, *John C. Doerfler* Austin, Texas 78729.

Mrs. Hanger has been a resident and homeowner in the (ESD) for over 16 years.

Mrs. Hanger is has been employed by the Community Supervision and Corrections Department of Williamson County as Assistant Director and Program Director, Central Texas Treatment Center for the past 11 years.

Mrs. Hanger has been a volunteer member of the Jollyville Fire Department for over 9 years. She is certified as an Emergency Medical Technician and is very knowledgeable in the field of emergency services.

Mrs. Hanger also serves on the Board of the Williamson County Council on Alcohol and Drug Abuse. She is a Mental Health Peer Counselor on the Central Texas Critical Incident Stress Management Team. Served as Judge for Juvenile Peer Court at Westwood High School.

The other ESD board members are in complete agreement with this recommendation.

Respectively Yours,

Frank Anderson
Frank Anderson
President
Board of ESD Commissioners

AGENDA ITEM 30

Approve an interlocal agreement between Williamson County and the City of Liberty Hill regarding Sheriff's Department patrol.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement between Williamson County and the City of Liberty Hill regarding Sheriff's Department patrol, contingent on approval of the agreement by the Sheriff and the County Attorney.

Vote: **3 - 0**

< Attachment >

**INTERLOCAL AGREEMENT FOR
POLICE PROTECTION**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the City of Liberty Hill, Texas, a Texas Municipal Corporation ("City") acting by and through its Mayor, pursuant to City Council authority at a regularly scheduled City Council meeting on the 14th day of January, 2002, and Williamson County, Texas, a political subdivision of the State ("County"), acting by and through its County Judge pursuant to Commissioners Court authority at a regularly scheduled Commissioners Court meeting on the _____ day of _____, 200__, to set forth the terms and conditions under which the County will provide police protection and enforcement of City's ordinances within the City.

WITNESSETH:

WHEREAS, City of Liberty Hill is a Type-B general law municipality and a political subdivision of the State of Texas situated within Williamson County; and

WHEREAS, the County provides, through its Sheriff's Department, law enforcement services within the geographic area encompassed by the County; and

WHEREAS, the City desires to provide its citizens with police protection and enforcement of its ordinances; and

WHEREAS, the City and the County are empowered under Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"), to contract with each other for the performance of governmental functions, namely police protection; and

WHEREAS, this Agreement will increase the efficiency and effectiveness of the City and County; and

WHEREAS, this Agreement will mutually benefit the parties, and serve to protect the public interest and the public health, safety, and welfare.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations hereinafter undertaken, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Police Protection.** As used in this Agreement, the term "police protection" refers to the law enforcement services provided, pursuant to this Agreement, by the Williamson County Sheriff's Department for the City whereby the Sheriff's Department will provide the following:

RECORDERS MEMORANDUM

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

- (a) Enforcement of state, federal, county, or City laws, statutes, regulations, or ordinances;
 - (b) Respond to calls for service from any City resident who suspects a violation and who notifies the Williamson County Sheriff's Department of the suspected violation by calling the Sheriff's Department or an authorized emergency number;
 - (c) Intervene and investigate apparent on-sight violations of any state, federal, county, or local laws, including City ordinances, without necessitating a request by City residents;
 - (d) Engage in all law enforcement actions arising from the enforcement of any statute, law, regulation, or ordinance including investigations, follow-ups, and the filing of affidavits or complaints;
 - (e) Provide for the participation of the Sheriff's Department personnel in subsequent legal proceedings resulting from the police protection services specified in this Agreement, including appearance at the City's Municipal Court;
 - (f) Provide traffic control;
 - (g) Provide neighborhood patrol;
 - (h) Make available Williamson County jail facilities in compliance with paragraph 10 of this Agreement; and
 - (i) Any other service necessary in order to ensure protection of the residents of the City.
2. Police Protection Services. The County agrees to provide up to 80 hours per month of police protection in the City at random periods, seven days per week. The periods during which police protection is provided and the total hours of the patrols may be changed by the City by delivering written notice to the County. During the time the County is providing police protection pursuant to this Agreement, the law enforcement officer providing the service must stay within the municipal limits of the City. A written report stating the date and time of each patrol and detailing any incidents, vandalism, trespass, or other activities observed will be submitted to the City on a monthly basis, by the last day of the month for the preceding monthly period.
- This Agreement will in no way relieve the County of its obligation to provide routine police protection services and patrol services within the City on the same basis as these services are provided to other areas within the County. The police protection services provided under this Agreement are in addition to, and not in lieu of, these routine police protection services and patrol services.
3. City Ordinances. All existing City ordinances and any future ordinances which require enforcement are hereby incorporated by reference into this Agreement.

RECORDERS MEMORANDUM

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

4. Authority to Enforce City Ordinances. In enforcing the City's ordinances, the Williamson County Sheriff's Department law enforcement officers shall exercise all the law enforcement powers and shall perform all the law enforcement duties necessary to enforce the City's ordinances. The Williamson County Sheriff's Department law enforcement officers shall be obligated to enforce only those City ordinances that would normally relate directly to law enforcement activities by a Sheriff's deputy, for example, traffic violations, disorderly conduct, or noise violations.
5. Acting on City's Behalf. The City agrees to provide whatever ordinances may be necessary to give the same powers, rights, and privileges to the County law enforcement officers as though such law enforcement officers were acting for the City.
6. Forms. The County shall provide the necessary forms and documents involved in the performance of the police function. Such forms and documents include the forms and documents necessary to write citations and police reports.
7. Equipment. In providing any services under this Agreement, the County will provide the equipment and personnel necessary to effectuate the intent of this Agreement.
8. Compensation. For the police protection services provided by the County, the City agrees to pay from current revenues the sum of twenty-five dollars per hour (\$25.00/hour). The County authorizes and directs the City to pay all sums due and payable hereunder directly to the law enforcement officer(s) providing police protection services to the City. The County shall prepare and issue to each Williamson County Sheriff's Department law enforcement officer a time sheet indicating: (a) the total hours of police protection services rendered by the law enforcement officer(s); and (b) the County's approval of the services, and forward these time sheets to the City for payment on a monthly basis. The total amount payable by the City may not exceed \$2,000.00 per month unless otherwise agreed to in writing by the City. The City, in paying for the governmental services provided under this Agreement, will make payments out of current revenues available to the City. The City agrees to issue IRS Form 1099 to each Williamson County Sheriff's Department law enforcement officer providing services, setting forth the total sum paid to the Williamson County Sheriff's Department law enforcement officer for each calendar year in which services are performed.
9. Performance of Police Protection Services. Police protection provided to the City under this Agreement will be provided by law enforcement officers employed by the Williamson County Sheriff's Department and the law enforcement officers will remain under the control and supervision of the County at all times. The law enforcement officers providing services under this Agreement will perform duties in the same manner as if providing police protection services within the City in the absence of this Agreement, and will remain County employees, entitled to the same benefits, and subject to the same restrictions as any other law enforcement officer; however, the direct hourly compensation to be paid to the law enforcement officer will be paid as provided in Section 8. Law enforcement officers must wear their Williamson County Sheriff's Department uniforms and utilize the Department's equipment while providing police protection services under this Agreement. All equipment, including patrol vehicles, as

well as all uniforms and insurance for the law enforcement officers providing the patrol services will be the sole responsibility of the County. All law enforcement officers providing services must be acting in the course and scope of their employment by the County at all times while engaged in the performance of the police protection services contemplated hereunder.

10. Detention Facilities. The County agrees to provide detention facilities for persons arrested in the City for violating any criminal offense, excluding violations of City ordinances or Class C misdemeanors filed through the City's municipal court, at no cost.
11. Indemnification. To the extent permitted by law, the County shall **FULLY INDEMNIFY and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the City, directly or indirectly arising out of, resulting from or related to County's negligent activities under this Agreement, including any acts or omissions of County, any agent, deputy, officer, director, representative, employee, consultant or subcontractor of County, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement to the proportion such negligence contributes to the damages, injury, or loss, all without, however, waiving any governmental immunity available to the City or County under Texas Law and without waiving any defenses of the parties under Texas Law. To the extent permitted by law, the City shall **FULLY INDEMNIFY and HOLD HARMLESS**, the County and the elected officials, employees, officers, directors, and representatives of the County, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the County, directly or indirectly arising out of, resulting from or related to City's negligent activities under this Agreement, including any acts or omissions of City, any agent, deputy, officer, director, representative, employee, consultant or subcontractor of City, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement to the proportion such negligence contributes to the damages, injury, or loss, all without, however, waiving any governmental immunity available to the City or County under Texas Law and without waiving any defenses of the parties under Texas Law.
12. Notice. Any notice given hereunder must be in writing, and may be effective by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

CITY

Mayor
The City of Liberty Hill
P.O. Box 1920
Liberty Hill, Texas 78642

COUNTY

Sheriff
Williamson County Sheriff's Department
508 S. Rock
Georgetown, Texas 78626

These addresses for notice may be changed by either party by delivering written notice of the change, in accordance with the requirements of this Section, to the other party.

13. Term. This Agreement shall expire on September 30, 2002, unless sooner terminated by either party after giving 60 days written notice to the other party. Unless earlier terminated by either party, this Agreement shall be automatically renewed annually through September 30, 2004. This Agreement may be extended after the initial term described above by mutual consent of the parties.
14. Current Revenues. The City shall pay for services rendered by the County pursuant to this Agreement from current revenues.
15. Renewal. The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.
16. Mutual Cooperation. The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purpose and intent of this Agreement.
17. Authority to Contract. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
18. No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint ventures, or any other similar such relationships, between the parties hereto.
19. Entire Agreement; Amendments. This Agreement contains the entire Agreement of the parties respecting the subject matter and supersedes all prior understandings and agreements between the parties. This Agreement may not be modified or amended except by written Agreement duly executed by both parties.
20. Interpretation. This Agreement has been entered into and under the authority granted under the Act. All terms and provisions are to be construed and interpreted consistently with that Act.

RECORDERS MEMORANDUM

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

01/22/2002

Page 130

21. Severability. Any provisions or clauses of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable will not be deemed to impair, invalidate, or nullify the remainder of this Agreement.
22. Waiver. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
23. Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations are performable in Williamson County, Texas.
24. Captions. Titles and headings of Sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent.
25. Counterparts. This Agreement shall be executed in duplicate originals and all shall constitute but one and the same instrument.

IN WITNESS OF WHICH this Agreement has been executed on this the ____ day of _____, 2001.

CITY OF LIBERTY HILL,
a Texas Municipal Corporation

WILLIAMSON COUNTY, TEXAS,
a political subdivision of Texas

BY: Bob McEachern
Bob McEachern, Mayor

BY: John C. Doerfler 1-22-02
John C. Doerfler, County Judge

ATTEST:

Grace Malloch
City Secretary

ATTEST:

John A. Maspero, Sheriff

1805/00/1gd011220

6

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

AGENDA ITEM 31

Consider approving variance for location of a water well on Lot 12 in High River Ranch.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve a variance for the location of a water well on Lot 12, High River Ranch.

Vote: **3 - 0**

< Attachment >

[Redacted header text]



Fax

To: Commissioners office Attn: Nikki	From: Rod Groce
Fax: 512-260-4284	Pages: 3
Phone: 512-260-4280	Date: 1/15/2002
Re: Well variance	CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Nikki,

Sorry if I have spelled your name wrong. I am faxing you this in regards to our phone conversation earlier today. I have a stamped approval of a request for variance from Environmental Services. The variance is to allow me to place my well outside the 100' utility easement. A copy of this approval is included in the fax. I would appreciate it if you could get this onto the docket for next Tuesday January 22. If there is anything I need to provide please contact me.

Rod Groce

Fax: 512-838-3882

Phone: 512-838-6179

approved 1-22-02
John C. Oaefer

(Click here and type return address and phone and fax numbers)

Company Name Here

Fax

To: Mr. Pinto From: Red Grace
 Fax: 512-830-3110 Pages: 2
 Phone: 512-830-4390 Date: 1/15/2002
 Re: CC:
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments

Mr. Pinto,

Here is the copy of the document you said I should send. This drawing is part of a plat from High River Ranch in Liberty Hill Texas. My lot is #12. I would like to request a variance allowing me to place my well outside of the 100' easement. This has been done in the past for my neighbor, as you noted to me earlier. I am making this request due to the slope of my lot. The slope is toward the road. As my septic needs to be in front of my house for the same reason I would prefer that my well be located up slope from my septic. I have indicated a point on the drawing that is approximately 200' from the road. Can the variance grant me a range of distance, say 200 to 250'? I would hate to have to start over if the company placing the well feels that a position slightly different than 200' exactly would be better.

If this variance is approved could you please fax me the approval at.

Fax: 512-838-3882

Phone: 512-838-6179

One more thing. I know that I asked this before, however, I'm a bit fuzzy this morning. What do I need to do if my septic might infringe upon that 100' line?

If your septic encroaches on the established well easement you must vacate the existing well easement. No one should ever trample septic systems

[Signature]
1/15/02

RECEIVED

JAN 15 2002

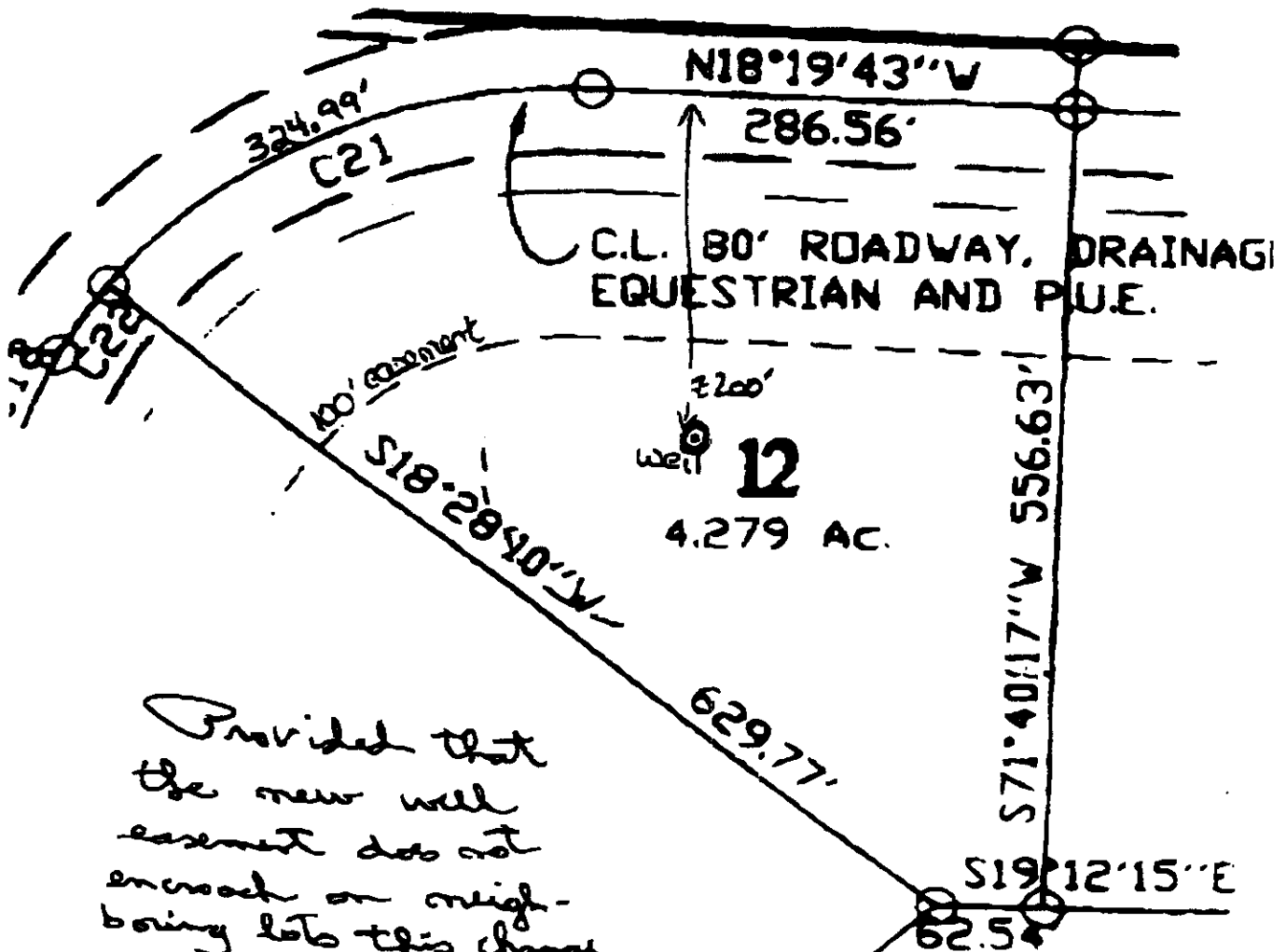
WCCHD-ENV

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

JAN 15 '02 15:44

5129303110

PAGE. 01



Provided that
the new well
easement does not
encroach on neigh-
boring lots this change
is acceptable to the
Health District.

[Signature] RS

1/15/02

OS 7173

RECEIVED

JAN 15 2002

WCCHD-ENV

RECORDERS MEMORANDUM

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

*** TOTAL PAGE.02 ***

JAN 15 '02 15:44

5129303110

PAGE.02

*** TOTAL PAGE.03 ***

AGENDA ITEM 32

Consider authorizing advertising and setting date to receive bids for Williamson County Regional Park, Phase 1-A.

No action was taken on this agenda item, which will be added to the January 29, 2002 agenda.

AGENDA ITEM 33

Comments from commissioners.

Commissioner Limmer discussed the pending purchase of the Oakwood facility in Granger, and stated that the school district had no objection to the purchase. He asked if he needed the approval of the court to have an asbestos and lead-based paint inspection to be performed by Baer Engineering of Austin.

Judge Doerfler instructed him to proceed with the inspection.

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 9:51 A.M. ON TUESDAY, JANUARY 22, 2002.

AGENDA ITEM 34

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 pertaining to real property.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 10:08 A.M. ON TUESDAY, JANUARY 22, 2002.

AGENDA ITEM 35

Discuss and take appropriate action on real estate.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize Judge Doerfler to negotiate on the Hewlett tract.

Vote: 3 - 0

COMMISSIONERS' COURT ADJOURNED AT 10:11 A.M. ON TUESDAY, JANUARY 22, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 135, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 29th day of January, 2002.


John C. Doerfler, County Judge

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

By: Marilyn Cavender Deputy Clerk