# NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONER'S COURT MARCH 8TH, 2011 9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

- **1.** Review and approval of minutes.
- 2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
- 3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
- 4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

#### CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 - 8)

- **5.** Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.
- **6.** Discuss and take action on appointment of Barry Thweatt to ESD#5 Board. Mr. Thweatt will replace Lyn Ischy and complete her term of Nov 2009-2011.
- 7. Discuss and take action on the Autism Bike Ride. The ride is April 3, 2011 starting at Berry Spring Park in Georgetown. This has been through the Road Closure Process.
- **8.** Discuss and consider re-approval of preliminary plat for Middle Brook Ranch, Pct. 2.

#### **REGULAR AGENDA**

- **9.** Discuss and take appropriate action on resolution making March 14-18, 2011, Flood Safety Awareness Week in Williamson County.
- **10.** Discuss and take appropriate action on a resolution naming March as Professional Social Work Month in Williamson County.
- **11.** Discuss and take appropriate action on road bond program.
- **12.** Discuss and take appropriate action regarding License Agreement with Grand Republic Construction Fabrication, Inc., Pct. 3.
- 13. Consider and take appropriate action regarding Ronald Reagan Segment 3 Roadway construction contracts. Such consideration and action may include annulling/rejecting any prior awards, awarding the construction contract to the second lowest and best bidder and/or advertising the contract for rebidding.
- **14.** Discuss and take appropriate action on approval of Interlocal Agreement for street repairs with Williamson County Road & Bridge and the City of Florence, TX
- 15. Consider authorizing County Judge to execute a Real Estate Contract with Angela E. Irvine, Yvonne Denise Newman and Lawrence Mark Irvine, Co-Trustees of the Irvine Family Trust, for right-of-way needed on Ronald Reagan Blvd. (P13)
- 16. Consider authorizing County Judge to execute a Real Estate Contract with Agnes Linda Irvine Strong, A/K/A Agnes Linda Strong, a/k/a Linda Strong, Anne Louise Irvine Bradford, a/k/a Anne Louise Bradford, a/k/a Louise Bradford and Yvonne Denise Newman and Lawrence Mark Irvine, Co-Trustees of the Irvine Family Trust, for right-of-way needed on Ronald Reagan Blvd. Phase IV. (P14)
- 17. Consider authorizing County Judge to execute a Real Estate Contract with Kevin D. Newman, Angela E. Irvine and Yvonne Denise Newman and Lawrence Mark Irvine, individually and as Co-Trustees of the Irvine Family Trust, for right-of-way needed on Ronald Reagan Blvd. Phase IV. (P15)
- **18.** Consider authorizing County Judge to execute a Real Estate Contract with Blue Haven Partners, Itd. for right-of-way needed on CR 245.
- **19.** Consider authorizing County Judge to execute a Real Estate Contract with Terry Gibich and Phyllis B. Gibich for right-of-way needed on Chandler Road IIIA. (P12)
- 20. Discuss and take appropriate action authorizing the County Judge to execute a settlement agreement in Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.
- **21.** Discuss and take possible action on update from Dan Wegmiller, of Specialized Public Finance Inc., on sale of road bonds.

- 22. Consider and take appropriate action on a modification to the Inter-Governmental Services Agreement between Immigrations Customs and Enforcement and Williamson County whereby funds that remain under the FY10 task order (ended 30 Sept 2010) shall be deobligated.
- 23. Discuss and take appropriate action regarding employment of the law firm of Sheets and Crossfield to represent Williamson County in relation to FEMA Flood Insurance and Flood Plain Management matters; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.
- 24. Discuss and take appropriate action regarding employment of the law firm of Allensworth and Porter, L.L.P. to represent Williamson County in relation to all legal matters regarding the Williamson County Justice Center Parking Garage; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.
- **25.** Discuss and take appropriate action on approving the County's long-range strategic plan.
- **26.** Discuss and take appropriate action on resolution supporting funding of the State Hospital System of Care.
- **27.** Discuss and take possilbe action regarding Texas legislative issues and bills that relate to county business.
- **28.** Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$140.00	01

**29.** Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$140.00	01

#### **EXECUTIVE SESSION**

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations

# regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

- **30.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
  - 1. Proposed or potential purchase of lease of property by the County:
  - a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
  - b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
  - c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
  - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
  - e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.
  - f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
  - g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
  - h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
  - i) Discuss proposed Northwoods Road District.
  - j) Discuss conveyance of University Boulevard right-of-way.
  - k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
  - I) Discuss proposed realignment project along FM 1660.
  - m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.
  - n) Discuss proposed acquisition of property for right-of-way along Chandler III A.
  - o) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

- 31. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
  - 1. Proposed or potential purchase of lease of property by the County:
  - a) Discuss proposed acquisition of property for right-of-way on CR 245.
- 32. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
  - a) Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.
- 33. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County.
  - b) Status Update-Pending Cases or Claims
  - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
  - d) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
  - e) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
  - f) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division g) Employment related matters.
  - h) Other confidential attorney-client matters, including contracts.
- **34.** Discuss and take appropriate action on real estate.
- **35.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County.
  - b) Status Update-Pending Cases or Claims
  - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
  - d) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long,

Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.

- e) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
- f) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
- g) Employment related matters.
- h) Other confidential attorney-client matters, including contracts.

36.	Comments from Commissioners.	
		Dan A. Gattis, County Judge
County day of _	tice of meeting was posted in the locked box located on the Courthouse, a place readily accessible to the general public, 2011 at and remained posted for at leang the scheduled time of said meeting.	at all times, on the

#### **Asset Transfers**

### **Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Patrick Strittmatter, Purchasing

Submitted For: Patrick Strittmatter

Department: Purchasing
Agenda Category: Consent

#### Information

#### Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: Weekly Asset Transfer Forms

#### Form Routing/Status

Form Started By: Patrick Strittmatter

Started On: 03/01/2011 04:08

PM

FrmAudASCF01 revision 8/24/09

# **Williamson County** Asset Status Change Form

Print Fo	rm

	owing asset(s) is(are) conside FER bet ween county departmen		ssets of similar type for the coun	ty DEST	RUCTION due to	
SALE a	t the earliest auction *	C DONATION to a non	-county entity		Public Health / Safety	
Asset Li	ist:				=	
Quantity	Description (year, make, mode	l, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Asset (Working, Non- Working)	
	see attached spreadsheet				Working	
					Working	
					Working	
		(6)			Working	
					Working	
Parties i	involved:					
FROM (T	ransferor Department): 560 Law	Enforcement				
Transfer	or - Elected Official/Departn					
Authoriz	zed Staff:		Contact Person:			
LC Marsh			Paul Swisher			
Print Nar	me		Print Name	RECE	IVED	
Signatur	a comment		+1 (512) 943-1349 Phone Number			
Signatur		Date	Priorie Namber	FEB 2	8 2011	
<b>TO</b> (Trans	sferee Department/Auction/Trad	e-in/Donee): AUCTION		AUDITOR'	S OFFICE	
Transfer	ee - Elected Official/Departn	nent Head/		WILLIAMSON C	OUNTY, TEXAS	
	zed Staff OR Donee - Represe for Sale or Trade-in, no signature		Contact Person:	2		
Print Nar	me		Print Name			
Signatur	e	Date	Phone Number			
	ove asset(s) is (are) listed for sale list of the (these) asset(s) to be d					
	Forwa	rd to Coun	ty Auditor's O	ffice		
This Chan	ge Status was approved as agen	da item # in Com	missioner's Court on			
If for Sale	, the asset(s) was(were) delivered	to warehouse on	by			

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
1	TV - PictureTel SME-72DL3P	1029V1170	n/a	working
1	Samsung Syncmaster 710MP LCD TV	MH17HCRL600284Y	n/a	non-working
1	Tripod Davis and Sanford w/ wheels	n/a	n/a	working
1	Toshiba W-612 VCR	64575918	n/a	working
1	Minolta Maxxum 300si 35mm camera	97609361	n/a	working
1	Dell Optiplex 740	8BCKMH1	C02026	working
1	Dell Optiplex 740	7ВСКМН1	can't read	working
1	Dell Optiplex GX520	CNRZN81	C01009	working
1	Dell Dimension 4600	FGFNT31	C00474	working
1	Dell Dimension 4700	GDRL461	C00369	working
11	Dell Latitude D810 Laptop	55Q7K91	C01107	working
1	Dell Inspiron 8600 Laptop	7D9XG61	C00548	working
1	Dell Inspiron 8200 Laptop	6NDTL11	C00557	working
4	Dell keyboards	n/a	n/a	working
				·
				,

FrmAudASCF01 revision 8/24/09

### **Williamson County**

**Print Form** 

### **Asset Status Change Form**

C TRANS	owing asset(s) is(are) considered for: (select or			
	FER bet ween county departments (*) TRADE-IN for n			RUCTION due to
SALE a	t the earliest auction * C DONATION to	a non-county entity	Publi	ic Health / Safety
	·			
Asset L	st:			
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
1	Windbreaker (torn, paint on it)	n/a	n/a	Non-Working
30	BDU Pants (buttons missing, old, faded)	n/a	n/a	Non-Working
19	Tactical Shirts ( buttons missing, torn)	n/a	n/a	Non-Working
29	Polo's (old torn stains)	n/a	n/a	Non-Working
	***** all insignias have been removed *****			
<b>Parties</b>	involved:			
FROM (T	ransferor Department): 570 Corrections			
	or - Elected Official/Department Head/		***************************************	
Authori	red Staff:	<b>Contact Person:</b>		
Ł.C. Mars		Tammy Hill #12015		
t.C. Mars Print Na	me De una 100	Print Name	BECE	
Print Na	me ICMasAll February 3,	Print Name 2011 +1 (512) 943-1324	RECE	IVED
	me ICMasAll February 3,	Print Name		
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Print Na Signatur TO (Tran Transfei	ree - Elected Official/Department Head/	Print Name  2011 +1 (512) 943-1324  Date Phone Number		8 2011
Signatur TO (Tran Transfer Authori:	re  Seree Department/Auction/Trade-in/Donee): Auction	Print Name  2011 +1 (512) 943-1324  Date Phone Number	FEB 2	8 2011
Signatur  TO (Tran  Transfer  Authoriz  approved	February 3, e  sferee Department/Auction/Trade-in/Donee): Auction  ee - Elected Official/Department Head/  eed Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	Print Name  2011 +1 (512) 943-1324  Date Phone Number  Contact Person:	FEB 2	8 2011
Signatur TO (Tran Transfer Authori:	February 3, e  sferee Department/Auction/Trade-in/Donee): Auction  ee - Elected Official/Department Head/  eed Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	Print Name  2011 +1 (512) 943-1324  Date Phone Number	FEB 2	8 2011
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Signatur TO (Tran Transfer Authori: approved Print Na Signatur * If the ab	February 3, e  Seferee Department/Auction/Trade-in/Donee): Auction See - Elected Official/Department Head/ Seed Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)  me	Print Name  2011 +1 (512) 943-1324  Phone Number  Contact Person:  Print Name  Phone Number  Date Phone Number	AUDITOR'S WILLIAMSON CO	8 2011 B OFFICE DUNTY, TEXAS  or donate this (these

This Change Status was approved as agenda item #	in Commissioner's Court on	
If for Sale, the asset(s) was(were) delivered to warehouse on	by	

# Discuss and take action on appointment of Barry Thweatt to ESD#5 Board. Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss and take action on appointment of Barry Thweatt to ESD#5 Board. Mr. Thweatt will replace Lyn Ischy and complete her term of Nov 2009-2011.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: Barry Thweatt Resume

#### Form Routing/Status

Form Started By: Terri Started On: 02/25/2011 10:53

Countess AM

### BARRY THWEATT 812 N 2<sup>nd</sup> St Jarrell, TX. 76537 512-944-5320

#### **OBJECTIVE:**

To obtain employment in an area that would allow me to utilize my skills and experience to excel and bring a business to the next level.

#### **PROFESSIONAL EXPERIENCE:**

9/06 – Present

#### Austin Powder Co, Georgetown, TX – Seguin, TX

Currently manage two profitable operations with approximate \$12 million annual revenue. Responsibility is to oversee daily operations to include dispatching delivery fleets and shot service crews, managing expenses, maintenance of facilities and vehicle fleets, and 100% accurate inventory control. In addition, administer training, safety meetings, and task training to meet company, state and federal requirements. Duties also include customer, employee, and governmental agency relations, to include OSHA, MSHA, DOT, and BATFE.

9/05 - 9/06

#### Anderson Machinery, Austin, TX

Serve as territory manager of multiple county areas. Responsibilities include acquiring and maintaining new and existing personal and account relations for the purpose of sales and rentals of construction equipment.

5/04 - 9/05

#### Self Employed, Austin, TX

Served as Field Operations Manager for Giant Outdoor Advertising. Primary responsibility was training and management of field personnel for aerial advertising vehicle. In addition, was involved in manufacture of vehicle to include graphics design to assembly.

3/96 - 5/04

#### United Rentals, Houston/Georgetown/Round Rock, TX

#### Branch Manager

Was promoted and relocated to become manager of United Rentals Georgetown, TX (formerly River City Machinery) in 3/98. Following promotion, managed store consisting of 6 employees with approximately \$2 million in annual revenue. Over time, increased to average of 15 employees and achieved a successful and profitable \$4-5 million annual operation. Responsibilities included but were not limited to, customer and employee relations, managing P&L, rental fleet, retail operations, A/P & A/R, employee training and safety compliance.

#### **Purchasing**

Promoted to purchasing manager at the inception of United Rentals

#### Service Manager

After approximately 90 days as a technician, was promoted to service manager overseeing 10 employees and approximately \$15 million in rental inventory. Responsibilities included organization and dispatch of maintenance department, inventory control, maintenance billing, and customer relations.

#### Diesel Technician

Shop technician at J&J Equipment with responsibilities to include preventative maintenance to major overhaul of rental equipment

3/94 - 3/96

#### Story's Equipment, League City, TX

#### **Diesel Technician**

Began with duties of maintenance on equipment rental fleet in refinery, and progressed to include customer relations for owner. During times equipment was fully operable; remainder of work was spent maintaining all systems of 58' Hatteras motor yacht for owner.

10/93 - 3/94

#### Self-Employed, Kemah TX

Motor and sailing vessel maintenance.

5/93 - 10/93

#### Star Of Texas Inc., Dallas, TX

#### Chief Engineer

Systems maintenance on 110' motor yacht Alpha Centauri. 1000+ HP engine and generator maintenance, navigational equipment, A/C and refrigeration, plumbing, electrical, hydraulics, and general upkeep of remainder of ship's systems. In addition, served as Captain of vessel when away from dock. Time on vessel recorded for obtaining 100 ton Captain's license and 1000 HP Engineer's license.

10/88 - 5/93

#### **Blue Water Ship's Stores**

#### Diesel Technician

Complete systems maintenance on motor and sailing vessels to include mechanical, electrical, and hydraulic, as well as extensive experience in fiberglass and cabinetry fabrication

7/86 - 10/88

#### Stewart & Stevenson Services Inc., Houston, TX

#### Test Line Inspector

Assembly Line Technician for airline ground support equipment. Promoted to Test Line Inspector, which involved mechanical and electrical troubleshooting and quality control on equipment prior to delivery to customers. In addition, traveled for warranty maintenance and instructional presentation on ground support equipment for major airlines.

#### **EDUCATION:**

Universal Technical Institute, Houston, TX Associates Degree in Auto and Diesel Technology (3<sup>rd</sup> in graduating class of 75)

Lamar University, Beaumont, TX Business Administration

Texas A&M University, College Station, TX Electrical Engineering

West Brook High School, Beaumont, TX

#### **REFERENCES:**

#### George Roman

Sunbelt Rentals – Branch Manager 512-845-4240

#### **Bob Robbins**

CLC General Contractor - Owner

# Discuss and take action on the Autism Bike Ride Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss and take action on the Autism Bike Ride. The ride is April 3, 2011 starting at Berry Spring Park in Georgetown. This has been through the Road Closure Process.

#### **Background**

#### **Fiscal Impact**

Erom/To	Acct No	Description	Amount	Sout Son
From/10	ACCI NO.	Description	Amount	Sort Seq

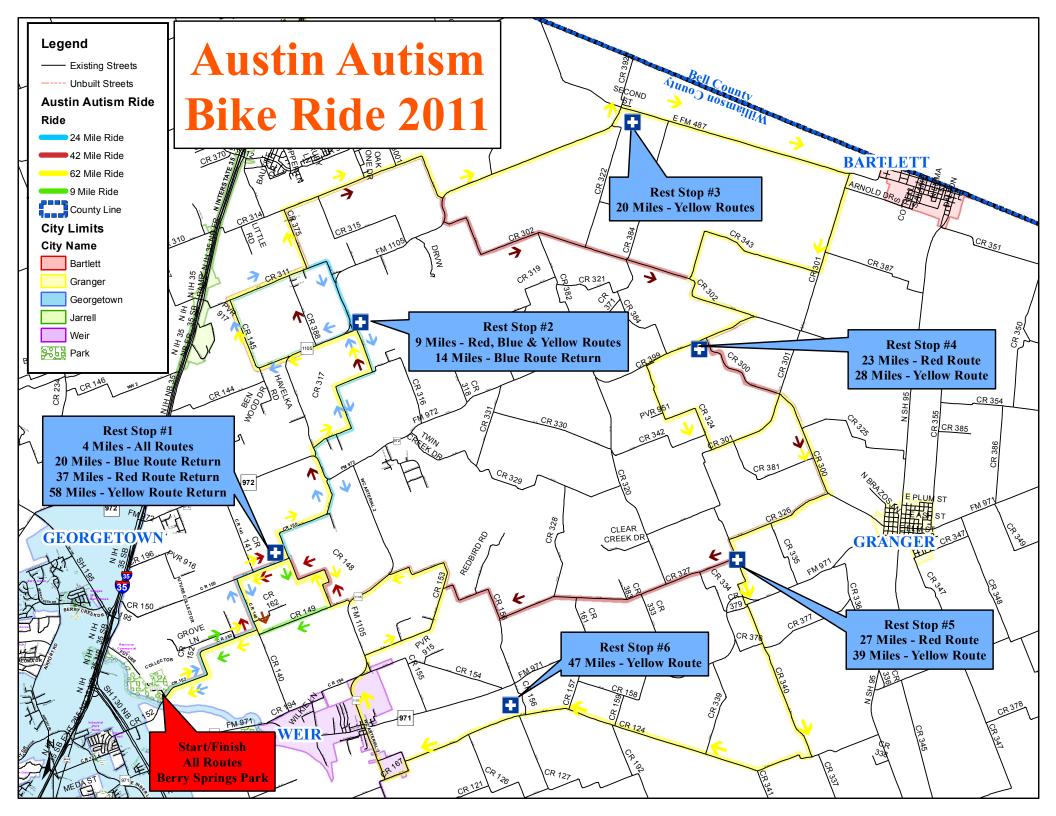
#### **Attachments**

Link: 2011 Autism Bike Ride

#### Form Routing/Status

Form Started By: Terri Started On: 02/25/2011 09:03

Countess AM



# Reapproval of Preliminary Plat Middle Brook Ranch Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Nickey Lawrence, Unified Road System

Submitted For: Joe England

Department: Unified Road System

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss and consider re-approval of preliminary plat for Middle Brook Ranch, Pct. 2.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

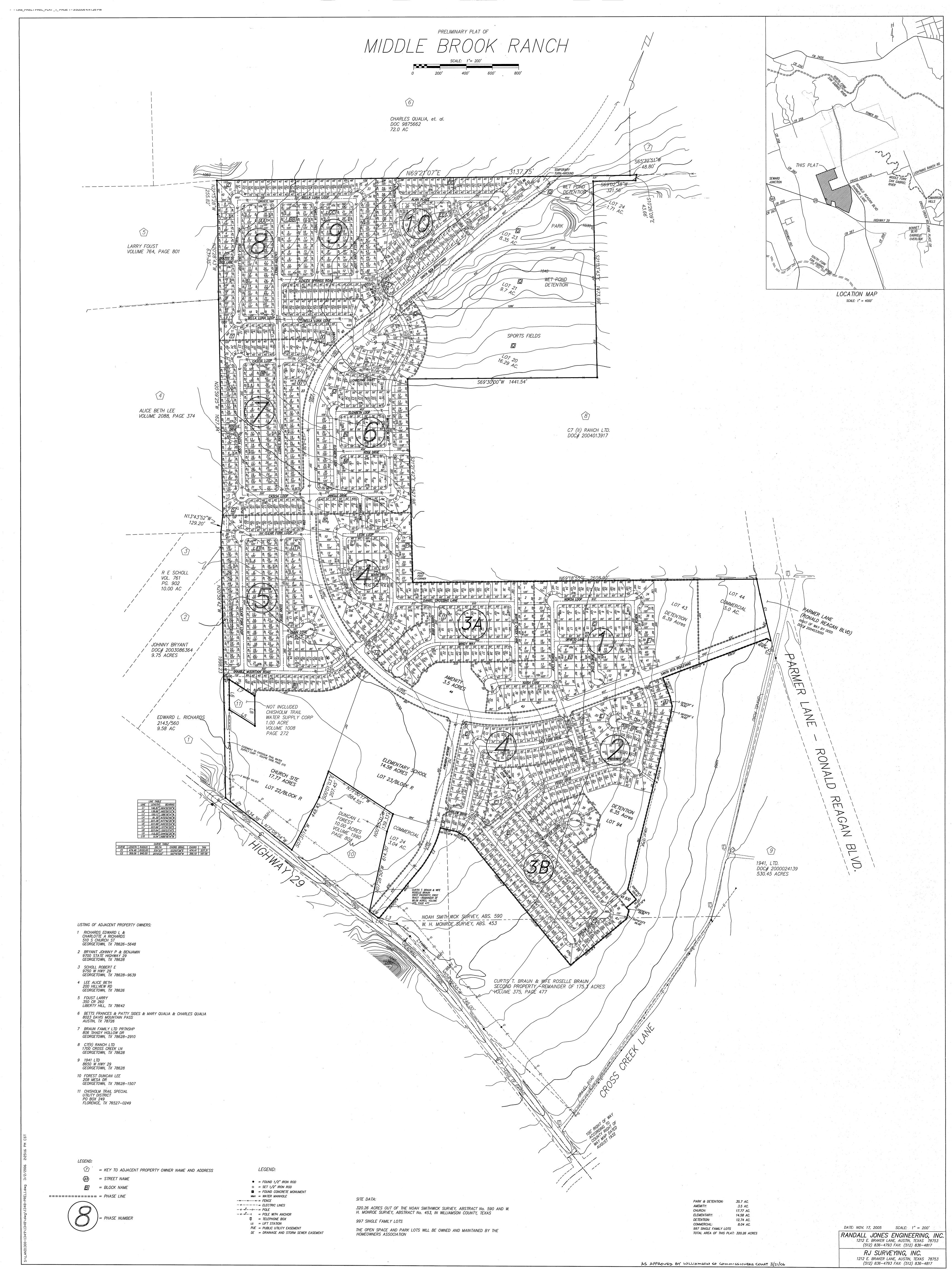
#### **Attachments**

Link: Projects Middle Brook Ranch

#### Form Routing/Status

Form Started By: Nickey Started On: 03/01/2011 12:13

Lawrence PM



# Flood Safety Awareness Week Resolution Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Connie Watson, County Judge

Submitted For: Connie Watson

Department: County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action on resolution making March 14-18, 2011, Flood Safety Awareness Week in Williamson County.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
-		<u> </u>		

#### **Attachments**

Link: Flood Safety Awareness Week Resolution

#### Form Routing/Status

Started On: 03/03/2011 09:03

Form Started By: Connie Watson

AM

# State of Texas Country of Williamson Know all men by these presents:

**THAT ON THIS**, the 8th day of March 2011, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present:

Dan A Gattis, County Judge Lisa L. Birkman, Commissioner, Precinct One Cynthia P. Long, Commissioner, Precinct Two Valerie Covey, Commissioner, Precinct Three Ron Morrison, Commissioner, Precinct Four

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

#### RESOLUTION

**WHEREAS,** Governor Rick Perry has declared the week of March 14-18, 2011, as Texas Flood Safety Awareness Week; and

WHEREAS, Each year brings the potential for violent weather to Texas; and

**WHEREAS,** Large portions of Texas and Williamson County can be devastated by flooding, hail storms, tornadoes, straight line winds and other severe weather emergencies; and

WHEREAS, Texas leads the nation in flash flood fatalities; and

WHEREAS, The National Weather Service, the Texas Division of Emergency Management, and the Williamson County Office of Emergency Management have joined together to urge all citizens to prepare for potential severe weather events and to educate themselves on flood safety strategies, and

**NOW, THEREFORE, BE IT RESOLVED:** The Williamson County Commissioners Court declares March 14-18, 2011 as Flood Safety Awareness Week in Williamson County, and urges everyone in our community to learn more about and to participate in flood safety awareness activities and information available in Williamson County.

#### **RESOLVED THIS 8th DAY OF MARCH, 2011**

Attest:	
Nancy E. Rister	Dan A. Gattis
Williamson County Clerk	Williamson County Judge

### **Professional Social Work Month Commissioners Court - Regular Session**

Date: 03/08/2011

Connie Watson, County Judge Submitted By:

Connie Watson **Submitted For:** County Judge **Department:** 

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action on a resolution naming March as Professional Social Work Month in Williamson County.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
-		<u> </u>		

#### **Attachments**

Link: Social Work Month Resolution

#### Form Routing/Status

Started On: 03/03/2011 11:53 Form Started By: Connie Watson

AM



**THAT ON THIS**, the 8h day of March 2011, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present:

Dan A Gattis, County Judge Lisa L. Birkman, Commissioner, Precinct One Cynthia P. Long, Commissioner, Precinct Two Valerie Covey, Commissioner, Precinct Three Ron Morrison, Commissioner, Precinct Four

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

#### RESOLUTION

**WHEREAS,** Social Workers are positive change agents who dedicate their careers to helping people transform their lives, or improving environments that make such progress possible.

**WHEREAS**, more than 640,000 trained Social Work professionals in the United States and approximately 330 in Williamson County, work tirelessly in agencies, hospitals, hospices, schools, universities, legislatures, private practices, corporations, and the military.

**WHEREAS**, Social Workers help people explore new opportunities in the face of serious life changes and challenges.

**WHEREAS**, the Social Work profession was established more than 100 years ago to help Americans overcome poverty, illness, addiction, abuse, discrimination and other adversities to reach their full potential.

**WHEREAS**, the Social Work profession works to change systems and customs that limit the ability of vulnerable individuals and groups to lead fulfilling and productive lives.

**WHEREAS**, Social Workers strengthen communities, expand options, and work to facilitate humane changes in policies and legislation that improve the lives of everyone.

**NOW, THEREFORE**, in recognition of professional Social Workers and their commitment and dedication through service delivery, research, education, and advocacy,

**BE IT RESOLVED** that the Williamson County Commissioners Court declares March 2011 as Professional Social Work Month, and call upon the residents of Williamson County, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

### **RESOLVED THIS 8th DAY OF MARCH, 2011**

Attest:	
Nancy E. Rister	Dan A. Gattis
Williamson County Clerk	Williamson County Judge

## Approval of License Agreement with Grand Republic Construction Fabrication, Inc.

### **Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Nickey Lawrence, Unified Road System

Submitted For: Joe England

Department: Unified Road System

**Agenda Category: Consent** 

#### Information

#### Agenda Item

Discuss and take appropriate action regarding License Agreement with Grand Republic Construction Fabrication, Inc., Pct. 3.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: License Agreement

#### Form Routing/Status

Form Started By: Nickey Started On: 03/03/2011 10:21

Lawrence AM

#### LICENSE AGREEMENT

This License Agreement (hereinafter, "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2011, by and between the WILLIAMSON COUNTY, TEXAS, (hereinafter "Licensor"), and GRAND REPUBLIC CONSTRUCTION FABRICATION, INC., (hereinafter, "Licensee", whether one or more).

WHEREAS, Licensor is the owner of the real property (hereinafter, "Property"), which is the public right-of-way as depicted in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Licensee desires to exercise certain rights and privileges upon public right-of-way Property; and

WHEREAS, Licensor desires to grant Licensee certain rights and privileges upon public right-of-way Property; and

NOW, THEREFORE, it is agreed as follows:

#### License

1. Licensee shall have the right to excavate and remove earthen material contained within the limits identified on Exhibit "A". Licensee shall not remove any material below the 950 ft. elevation line as shown on Exhibit "A", and shall only remove material between Station 769+00 and 772+50 of the proposed Ronald Reagan Blvd. roadway improvements as shown on Exhibit "A".

It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the public rights-of-way located within the Property by virtue of this license. However, any material separated and removed by Licensee pursuant to the conditions set out herein shall become the property of Licensee upon removal.

It is further understood that within 30 days after completion of the excavation activities, or upon termination of this agreement as set out herein, Licensee shall place a minimum of six (6) inches of topsoil over any excavated or affected areas of the Property, and shall revegatate any such affected areas according to Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004, Item 164.

#### Consideration

2. In consideration for this license, Licensee shall pay Licensor \$10.00 and other valuable consideration.

#### Nonassignable

3. This license granted in this Agreement is personal to Licensee. Any assignment of this Agreement without the consent of Licensor will automatically terminate the license.

#### **Termination of Agreement**

4. This Agreement is terminable by either party at will by the giving of 14 days actual notice to the other party, or on May 31<sup>st</sup>, 2011, whichever occurs first.

#### **Indemnity**

5. Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's exercise of the license and activities on the Property under this Agreement.

#### Release

6. Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

#### Venue

7. This Agreement shall be construed under and according with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Notice

8. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

LICENSOR:

Williamson County, Texas

Attn: County Engineer 710 Main Street, Suite 101 Georgetown, Texas 78626

LICENSEE:

Grand Republic Construction

Attn: Ed Albrect 804 South Main

Georgetown, Texas 78628

IN WITNESS WHEREOF, this AGREEMENT is executed on the dates indicated.

#### WILLIAMSON COUNTY, TEXAS

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	i A. Gat igned:_	tis, Willia	imson	County	Judge	
TA CE	m per	TIDI IC I	r a min		ON INC	
GRAI	ND REP	UBLIC I	FABRI	CATI	ON, INC	
	- 4	<b>~</b>	4.	<b>ICATI</b>	ON, INC	•
By: Ed	21	PUBLIC I	H	CATI	ON, INC	•

STATE OF TEXAS	)		
COUNTY OF WILLIAMSON	ý		
day personally appeared Dan A. whose name is subscribed to the the same for the purpose and constitutions.	Gattis, Willia foregoing ins sideration the	ary public in and for said county and state, or mson County Judge, known to me to be the putrument, and acknowledged to me that he exercin expressed.  The control of the day of February, 2011.	erson
		NOTARY PUBLIC in and for the State of Texas	
STATE OF TEXAS	)		
COUNTY OF WILLAMSON	)		

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Ed Albrecht, President of Grand Republic Fabrication, Inc., on behalf of said business, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

iven under my transland seal of office on this the

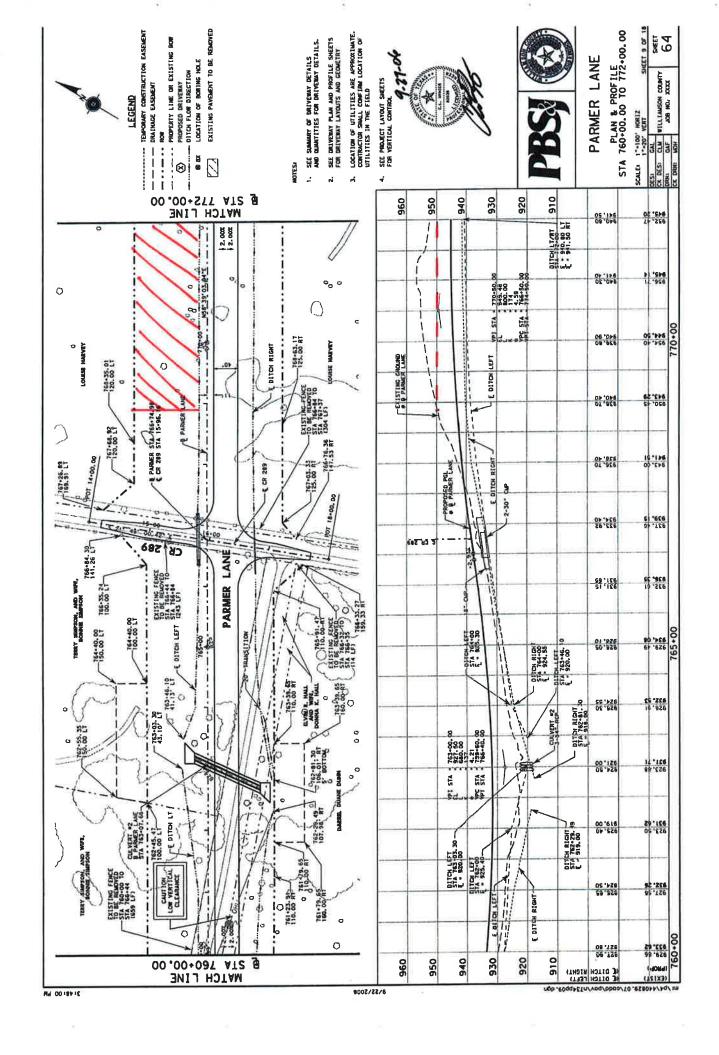
al of office on this the 15th day of February, 2011.

NOTARY PUBLIC in and for the

State of Texas

After Recording, Please Return To:

Sheets & Crossfield, P.C. 309 East Main Round Rock, Texas 78664



# **Consider and take appropriate action regarding Ronald Reagan Segment 3 Roadway Construction contracts**

### **Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Lydia Linden, Unified Road System

Submitted For: Robert Daigh

Department: Unified Road System
Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Consider and take appropriate action regarding Ronald Reagan Segment 3 Roadway construction contracts. Such consideration and action may include annulling/rejecting any prior awards, awarding the construction contract to the second lowest and best bidder and/or advertising the contract for rebidding.

#### **Background**

		Fiscal Impact		
From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

#### No file(s) attached.

#### Form Routing/Status

Form Started By: Lydia Linden Started On: 03/03/2011 11:24

ΑM

## Discuss and take appropriate action on approval of Interlocal Agreement with City of Florence

### **Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Lydia Linden, Unified Road System

Department: Unified Road System
Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action on approval of Interlocal Agreement for street repairs with Williamson County Road & Bridge and the City of Florence, TX

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: City of Florence Interlocal

#### Form Routing/Status

Form Started By: Lydia Linden Started On: 03/03/2011 11:37

ed by. Lydia Lilideli AM

#### INTERLOCAL AGREEMENT

Pursuant to Texas Government Code, Chapter 791, the City of Florence, Texas wishes to enter into an Interlocal Agreement with the Williamson County Road & Bridge to perform street repairs on Story Street within the city limits of Florence, Texas.

A description of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

erein by reference.	
eated this <u>25<sup>th</sup></u> day of <u>February</u> , 2011.	
City of Florence  Mary Condon	
Brytton Freg Bergeron, Director of Road & Bridge Villiamson County	
approved by the Williamson County Commissioner's Court on this	
day of, 2011.	
Pan Gattis, County Judge Villiamson County	

### Exhibit A

#### **Cost Estimate for Story Street Florence, Texas**

**Scope of Work:** Scarify and mix Story St. from Suttle to South St. Add 6" new Crushed Stone base, blade and compact and apply Double Course Surface Treatment. The City of Florence will reimburse the county for actual expenses estimated as follows.

**Length and Width:** 870' X 14' – (1354 Sq.Yds.)

Material: 395 tons of crushed limestone base delivered - \$1,975.

**Equipment:** Bomag MPH 364R-2, \$114/hr. x 8hrs. = \$912

Cat. 140H motor Grader, \$70/hr. x 8hrs = \$560.

Pneumatic Roller, \$21.50/hr. x 8hrs. = \$172.

Flat Roller, \$28.50/hr. x 8hrs. = \$228.

Total Equipment Cost = \$1872.

**Labor:** 4 operators @25.73/hr. x 8hrs. = \$823.

Total project Estimate (unpaved) \$4,670.

Pavement: (add to above)

Double Course Surface Treatment-----\$3,865.80

Total project Estimate (Paved) \$8,535.80

(The estimate is based on closing the road during construction operations)

### Irvine Real Estate Contract - Ronald Reagan Blvd. Phase IV (P13) **Commissioners Court - Regular Session**

03/08/2011 Date:

Submitted By: Charlie Crossfield, Road Bond

Charlie Crossfield **Submitted For:** 

Road Bond Department:

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Angela E. Irvine, Yvonne Denise Newman and Lawrence Mark Irvine, Co-Trustees of the Irvine Family Trust, for right-of-way needed on Ronald Reagan Blvd. (P13)

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: Irvine RE Contract Ronald Reagan Phase IV (P13)

#### Form Routing/Status

Form Started By: Charlie Crossfield

Started On: 03/03/2011 10:26

#### REAL ESTATE CONTRACT

Ronald Reagan Blvd (Phase IV) Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ANGELA E. IRVINE and YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, COTRUSTEES OF THE IRVINE FAMILY TRUST, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

#### ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 5.20 acre tract of land, more or less, situated in the Lemuel Walters Survey, Abstract No. 653 and the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 13, part 1);

All of that certain 13.80 acre tract of land, more or less, situated in the Antonio Manchaca Survey, Abstract No. 421 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 13, part 2);

All of that certain 2.16 acre tract of land, more or less, situated in the Antonio Manchaca Survey, Abstract No. 421 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcel 13, part 3)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibits "A-C", for the consideration and upon and subject to the terms, provisions, and conditions set forth below, provided, however, there is excluded from the estate vested in Purchaser and reserved to Seller the right to all oil, gas, sulphur, groundwater and other minerals beneath said land, with no right remaining in the owner or owners of said oil, gas, sulphur, groundwater and other minerals of ingress or egress to or from the surface of said land for the purposes of exploring, developing, drilling or mining of same.

#### ARTICLE II PURCHASE PRICE

#### Purchase Price and Additional Compensation

- 2.01. The purchase price, in settlement and compromise, for the Property shall be the sum of TWO HUNDRED AND FIVE THOUSAND and 00/100 Dollars (\$205,000.00).
- 2.01.1 As additional compensation for the acquisition of any improvements on the Property, in settlement and compromise, for the relocation of any fencing to the new boundary of the Property, and for any damages or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of SIXTY FIVE THOUSAND and 00/100 Dollars (\$65,000.00).

#### **Special Provisions**

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

#### Payment of Purchase Price and Additional Compensation

2.03. The Purchase Price and Additional Compensation shall be payable in cash at the closing within 30 days of this contract

#### ARTICLE III PURCHASER'S OBLIGATIONS

#### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

#### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

# ARTICLE V CLOSING

### **Closing Date**

5.01. The closing shall be held at the office of Texas American Title Company on or before March 25, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

# Seller's Obligations at Closing

# 5.02. At the closing Seller shall:

- (1) Deliver to Williamson County, Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A-C", free and clear of any and all liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "D" attached hereto.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
  - (3) Deliver to Purchaser possession of the Property if not previously done.

# Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
  - (a) Pay the cash portion of the purchase price and additional compensation.

### **Prorations**

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

### **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively.

# ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

# ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 and the recoverable amounts allowed by Tex. Prop. Code Section 21.019 as liquidated damages for any failure by Purchaser.

# ARTICLE VIII MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

# Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

# Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

### **Counterparts**

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

# Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

CELLED.

GEELEK.		
Angela E. Irvine	Address:	
Date:		
Yvonne Denise Newman, Co-Trustee of the Irvine Family Trust Date:	Address:	
Lawrence Mark Irvine, Co-Trustee of the Irvine Family Trust Date:	Address:	

PURCHASER:	
COUNTY OF WILLIAMSON	
By:	Address: 710 Main Street
Dan A. Gattis, County Judge	Suite 101
Date:	Georgetown, Texas 78626

# Irvine Real Estate Contract - Ronald Reagan Blvd. Phase IV (P14) Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

### Information

### Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Agnes Linda Irvine Strong, A/K/A Agnes Linda Strong, a/k/a Linda Strong, Anne Louise Irvine Bradford, a/k/a Anne Louise Bradford, a/k/a Louise Bradford and Yvonne Denise Newman and Lawrence Mark Irvine, Co-Trustees of the Irvine Family Trust, for right-of-way needed on Ronald Reagan Blvd. Phase IV. (P14)

### **Background**

Fiscal Impact				
From/To	Acct No.	Description	Amount	Sort Seq

### **Attachments**

Link: Irvine RE Contract Ronald Reagan Blvd Phase IV P14

# Form Routing/Status

Form Started By: Charlie Crossfield

Started On: 03/03/2011 10:40

AM

Final Approval Date: 03/03/2011

### REAL ESTATE CONTRACT

Ronald Reagan Blvd (Phase IV) Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between AGNES LINDA IRVINE STRONG, A/K/A AGNES LINDA STRONG, A/K/A LINDA STRONG, ANNE LOUISE IRVINE BRADFORD, A/K/A ANNE LOUISE BRADFORD, A/K/A LOUISE BRADFORD and YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, COTRUSTEES OF THE IRVINE FAMILY TRUST, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

# ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 7.69 acre tract of land, more or less, situated in the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 14);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below, provided, however, there is excluded from the estate vested in Purchaser and reserved to Seller the right to all oil, gas, sulphur, groundwater and other minerals beneath said land, with no right remaining in the owner or owners of said oil, gas, sulphur, groundwater and other minerals of ingress or egress to or from the surface of said land for the purposes of exploring, developing, drilling or mining of same.

# ARTICLE II PURCHASE PRICE

# Purchase Price and Additional Compensation

- 2.01. The purchase price, in settlement and compromise, for the Property shall be the sum of SEVENTY EIGHT THOUSAND and 00/100 Dollars (\$78,000.00).
- 2.01.1 As additional compensation for the acquisition of any improvements on the Property, in settlement and compromise, for the relocation of any fencing to the new boundary of the Property, and for any damages or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of TEN THOUSAND and 00/100 Dollars (\$10,000.00).

# **Special Provisions**

- 2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.
- 2.03. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to install one (1) 6" heavy schedule casing utility sleeve casings perpendicular to the proposed roadway improvements the width of the proposed right of way plus 10' outside of the right of way on the remaining property of Seller. The sleeve shall be located at approximately Station \_\_\_\_\_\_ of the project, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements. Seller agrees to provide any necessary temporary construction easements required to carry out the obligations contained within this paragraph.

### Payment of Purchase Price and Additional Compensation

2.04. The Purchase Price and Additional Compensation shall be payable in cash at the closing within 30 days of this contract.

# ARTICLE III PURCHASER'S OBLIGATIONS

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

# ARTICLE V CLOSING

### **Closing Date**

5.01. The closing shall be held at the office of Texas American Title Company on or before March 25, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

# Seller's Obligations at Closing

- 5.02. At the closing Seller shall:
- (1) Deliver to Williamson County, Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
  - (3) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
  - (a) Pay the cash portion of the purchase price and additional compensation.

### **Prorations**

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

### **Closing Costs**

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

# ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

# ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 and the recoverable amounts allowed by Tex. Prop. Code Section 21.019 as liquidated damages for any failure by Purchaser.

# ARTICLE VIII MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

# **Legal Construction**

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

# Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title

insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

### Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

#### **SELLER:**

	Address:	
Agnes Linda Irvine Strong,		
a/k/a Agnes Linda Strong, a/k/a		
Linda Strong		
Date:		
	Address:	
Anne Louise Irvine Bradford, a/k/a		
Anne Louise Bradford, a/k/a		

Louise Bradford Date:	
Yvonne Denise Newman, Co-Trustee of the Irvine Family Trust Date:	Address:
Lawrence Mark Irvine, Co-Trustee of the Irvine Family Trust Date:	Address:
PURCHASER: COUNTY OF WILLIAMSON	
By: Dan A. Gattis, County Judge Date:	Address: 710 Main Street Suite 101 Georgetown, Texas 78626

# Irvine Real Estate Contract - Ronald Reagan Blvd. Phase IV (P15) Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

### Information

### Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Kevin D. Newman, Angela E. Irvine and Yvonne Denise Newman and Lawrence Mark Irvine, individually and as Co-Trustees of the Irvine Family Trust, for right-of-way needed on Ronald Reagan Blvd. Phase IV. (P15)

### **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

### **Attachments**

Link: Irvine RE Contract Ronald Reagan Blvd. Phase IV P15

### Form Routing/Status

Form Started By: Charlie Crossfield

Started On: 03/03/2011 10:47

AM

Final Approval Date: 03/03/2011

### REAL ESTATE CONTRACT

Ronald Reagan Blvd (Phase IV) Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between KEVIN D. NEWMAN, ANGELA E. IRVINE and YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, INDIVIDUALLY AND AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

# ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.16 acre tract of land, more or less, situated in the Edmond Parsons Survey, Abstract No. 494, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 15, part 1);

All of that certain 1.99 acre tract of land, more or less, situated in the Edmond Parsons Survey, Abstract No. 494 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 15, part 2);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibits "A-B", for the consideration and upon and subject to the terms, provisions, and conditions set forth below, provided, however, there is excluded from the estate vested in Purchaser and reserved to Seller the right to all oil, gas, sulphur, groundwater and other minerals beneath said land, with no right remaining in the owner or owners of said oil, gas, sulphur, groundwater and other minerals of ingress or egress to or from the surface of said land for the purposes of exploring, developing, drilling or mining of same.

# ARTICLE II PURCHASE PRICE

# Purchase Price and Additional Compensation

- 2.01. The purchase price, in settlement and compromise, for the Property shall be the sum of THIRTY THOUSAND and 00/100 Dollars (\$30,000.00).
- 2.01.1 As additional compensation for the acquisition of any improvements on the Property, in settlement and compromise, for the relocation of any fencing to the new boundary of the Property, and for any damages or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of TWENTY TWO THOUSAND and 00/100 Dollars (\$22,000.00).

### **Special Provisions**

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

### Payment of Purchase Price and Additional Compensation

2.04. The Purchase Price and Additional Compensation shall be payable in cash at the closing within 30 days of this contract.

# ARTICLE III PURCHASER'S OBLIGATIONS

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

# ARTICLE V CLOSING

### **Closing Date**

5.01. The closing shall be held at the office of Texas American Title Company on or before March 25, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

### Seller's Obligations at Closing

### 5.02. At the closing Seller shall:

- (1) Deliver to Williamson County, Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A-B", free and clear of any and all liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C" attached hereto.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
  - (3) Deliver to Purchaser possession of the Property if not previously done.

# Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
  - (a) Pay the cash portion of the purchase price and additional compensation.

### **Prorations**

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

### Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively.

# ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

# ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 and the recoverable amounts allowed by Tex. Prop. Code Section 21.019 as liquidated damages for any failure by Purchaser.

# ARTICLE VIII MISCELLANEOUS

# Notice Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

# Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

# Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

# Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

# Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

# Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

# Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

# SELLER:

Kevin D. Newman Date:	Address:	
Angela E. Irvine Date:	Address:	
Yvonne Denise Newman, Individually and as Co-Trustee of the Irvine Family Trust	Address:	

	Address:	
Lawrence Mark Irvine, Individually and as Co-Trustee of the Irvine Family Trust Date:		
PURCHASER:		
COUNTY OF WILLIAMSON		
By: Dan A. Gattis, County Judge Date:	Address:	710 Main Street Suite 101 Georgetown, Texas 78626

# Blue Haven Partners Real Estate Contract - CR 245 Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

### Information

# Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Blue Haven Partners, Itd. for right-of-way needed on CR 245.

### **Background**

## **Fiscal Impact**

From/To Acct No. Description Amount Sort Seq				
	II From/Io	H ACCLING.	I Amount I	Sort Seq

#### **Attachments**

Link: Blue Haven RE Contract CR 245

# Form Routing/Status

Form Started By: Charlie Crossfield

Started On: 03/03/2011 10:50

AM

Final Approval Date: 03/03/2011

# REAL ESTATE CONTRACT CR 245 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BLUE HAVEN PARTNERS, LTD., (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

# ARTICLE I PURCHASE AND SALE

(a) By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.403 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

(b) By this Contract, Purchaser agrees that upon the opening to traffic of the proposed CR 245 roadway improvements which Purchaser contemplates constructing upon the Property described in Exhibit "A", Purchaser shall transfer and agrees to quitclaim all right and interest, and Seller agrees to receive any and all of Purchaser's interest, in and to the tract of land described as follows:

All of that certain 0.758 of an acre (33,018 square feet) tract of land, more or less, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson Texas; said tract being the existing CR 245 right of way which Purchaser intends to abandon and no longer use for roadway purposes, and as more particularly shown in Exhibit "B" attached hereto and incorporated herein, together with any improvements or fixtures situated on or attached to the said property ("Reconveyed Property"). The exact size of the Reconveyed Property shall be determined by metes and bounds prior to completion of this transfer.

Purchaser further agrees that it shall cause any existing roadway improvements upon the Reconveyed Property to be obliterated, and the surface revegetated, prior to completion of the abandonment contemplated herein. Purchaser's obligations under this provision shall survive the closing of this Contract.

# ARTICLE II PURCHASE PRICE

# Purchase Price and Additional Compensation

- 2.01. The purchase price for the Property described in Exhibit "A" shall be the sum of THREE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED TWENTY FIVE and 24/100 Dollars (\$329,725.24).
- 2.01.1. Purchaser shall receive a credit towards the purchase price of ONE HUNDRED FOUR THOUSAND AND SIX and 70/100 Dollars (\$104,006.70) (the "Credit") as consideration for conveyance of the Reconveyed Property.

The net Purchase Price due and owing to Seller at closing shall be the amount of TWO HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTEEN and 54/100 Dollars (\$225,718.54).

2.01.2. As additional compensation Purchaser shall pay the amount of TWENTY EIGHT THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars (\$28,260.00) as payment for any improvements, replacement of any fencing, payment for replacement of a water tap/meter on the remaining property of Seller, or any other damages or cost to cure or reconfigure the remaining property of Seller.

# Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

# **Special Provisions**

- 2.03. SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION: As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that it shall either (1) within 60 days after receiving notice from Purchaser to remove any improvements on the Property, or on or before other date agreed to between Seller and Purchaser in writing, complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property; or (2) within 30 days after receiving notice of Purchaser's intent to begin construction of the proposed CR 245 improvements on the Property shall remove, relocate, or otherwise fence or restrain all livestock or other animals on the remaining property of Seller in such a manner not to interfere with either the removal of any existing fencing on the Property or the construction of the proposed CR 245 improvements on the Property until such time as the new boundary lines are fenced by Seller in a manner adequate to contain livestock on the remaining property of Seller. After the expiration of the fence replacement period or livestock relocation notice period provided herein any fencing still located upon the Property purchased herein is subject to immediate removal by Purchaser. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.
- 2.04. As an obligation which shall survive the Closing of this transaction, Seller shall be allowed to remove any trees from the Property within 30 days after receiving notice of Purchaser's intent to begin construction of the proposed CR 245 improvements on the Property. After the expiration of the tree removal period any remaining trees or other vegetation are subject to immediate removal by Purchaser. By executing this Contract Seller agrees to release, indemnify and hold Purchaser harmless from any claims or injuries to any third parties arising out of Seller's, its agents, contractors or assigns use of the Property after the Closing as set out herein.
- 2.05. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that if it has not awarded a contract for the construction of the proposed CR 245 improvements on the Property within five (5) years after the Closing of this transaction, then the Credit amount shall be paid to Seller by Purchaser.

# ARTICLE III PURCHASER'S OBLIGATIONS

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

# ARTICLE V CLOSING

### Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before March 25th, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

# Seller's Obligations at Closing

- 5.02. At the closing Seller shall:
- (1) Deliver to Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed to Williamson County shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Quitclaim Deed for the Reconveyed Property shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (3) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
- (1) Pay the cash portion of the purchase price and additional compensation;

### **Prorations**

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

# **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively.

# ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

# ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

# ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms

and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

# ARTICLE IX MISCELLANEOUS

### Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

# Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

# **Legal Construction**

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

9.06. Time is of the essence in this Contract.

# <u>Gender</u>

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

# Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

# Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

# Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

### Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

### **SELLER:**

BLUE HAVEN PARTNERS, LTD.

Its: James 10 Philip

Date: 0224-2011

Address: 1612 Thompidge Rd Dustin, TX 78758

PURCHASER:	
County of Williamson	
By:	
Dan A. Gattis, County Judge	Address: 710 Main Street, Suite 101
Date:	Georgetown, Texas 78626



### LEGAL DESCRIPTION FOR WILLIAMSON COUNTY, TEXAS

County Road 245 Right-of-Way - Blue Haven Partners, Ltd.

BEING 2.403 acres (104,668 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 91.929 acres, as conveyed to Blue Haven Partners, Ltd., by deed recorded as Document No. 2000007405 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of July, 2010, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for Reference at an iron pin found on the west line of County Road No. 245, marking the most easterly corner of the above-referenced 91,929 acre Blue Haven Partners, Ltd., tract, being the most southerly corner of that certain tract of land, called 19.99 acres, as conveyed to Newchurch Georgetown, Inc. by deed recorded as Document No. 2005025255 of the Official Public Records of Williamson County, Texas;

THENCE, along the said west line of County Road No. 245, being the east line of the said 91.929 acre Blue Haven Partners, Ltd., tract, S 22°02'15" W, 211.28 feet to an iron pin set for the northerly corner and Point of BEGINNNING hereof;

THENCE, along the said west line of County Road No. 245, S 22°02'30" W, 561.44 feet to an iron pin set for a southeasterly corner hereof;

THENCE, along a curve to the right (Radius=1,660.00 feet, Long Chord bears S 44°30'30" W, 25.42 feet), an arc distance of 25.43 feet to an iron pin set; S 44°57'00 W, 583.75 feet to an iron pin set; and S 0°03'00" E, 70.71 feet to an iron pin set on the new northeast line of Ranch to Market Highway No. 2338, being the northeast line of that certain that certain tract of land, called 4.486 acres, as conveyed to the State of Texas by deed recorded as Document No. 2010000623 of the Official Public Records of Williamson County, Texas, for the most southerly corner hereof:

THENCE, along the said new northeast line of Ranch to Market Highway No. 2338, N 45°03'00" W, 220.00 feet to an iron pin set for the most westerly corner hereof;

THENCE, N 89°57'00" E, 70.71 feet to an iron pin set; N 44°57'00" E, 583.75 feet to an iron pin set at the beginning of a curve to the left (Radius=1,540.00 feet, Long Chord bears N 34°38'00" E, 551.50 feet), and along the said curve for an arc distance of 554.49 feet to the Place of BEGINNING and containing 2.403 acres (104,668 Square Feet) of land.

STATE OF TEXAS	}	
COUNTY OF WILLIAMSON	1	KNOW ALL MEN BY THESE PRESENTS
COCHII OI WILLIAMIOON	3	

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

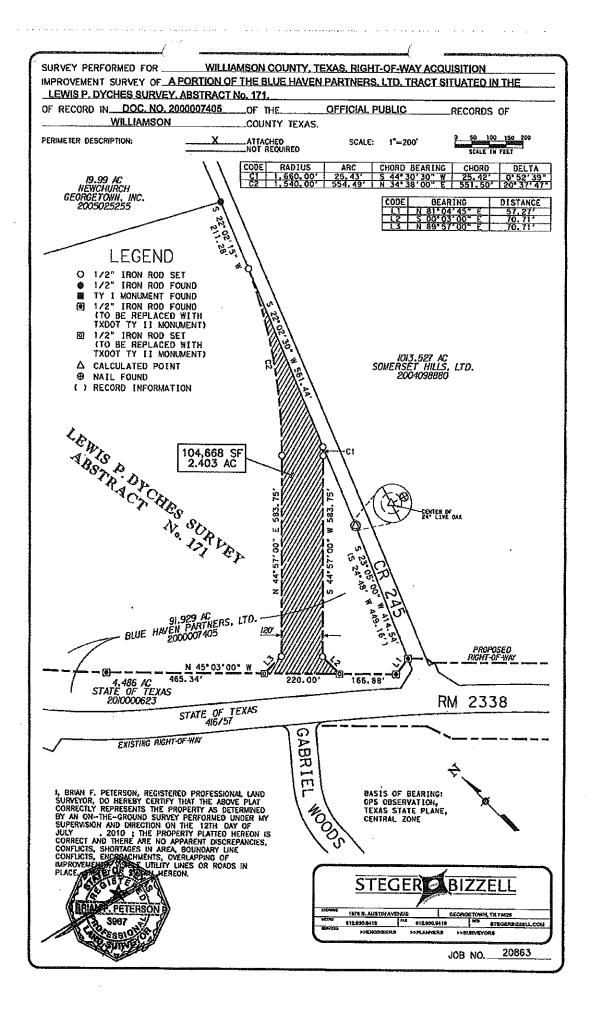
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the day of Wan He 2010, A.D.

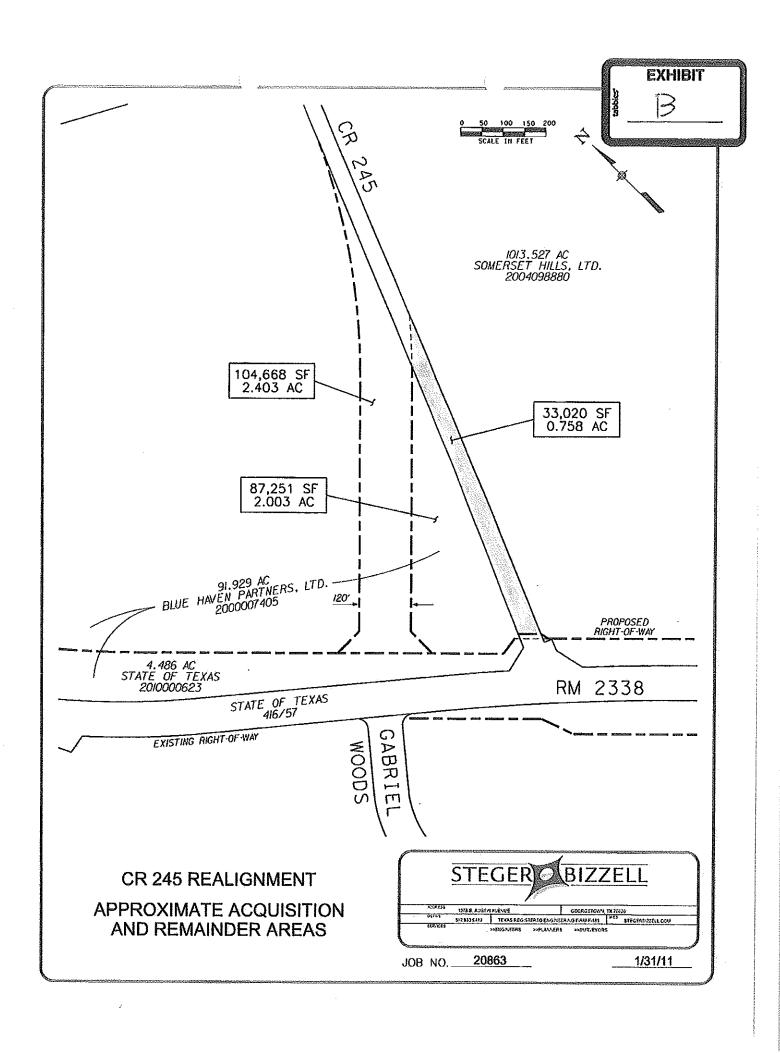
Brian F. Peterson

Registered Professional Land Surveyor, No. 3697

1978 S. Austin Ave

Georgetovn, TX 78626 (512) 930-9412







# SPECIAL WARRANTY DEED CR 245 Right of Way

888

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, realignment, improvement, or operation of a portion of the proposed CR 245 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

# NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BLUE HAVEN PARTNERS, LTD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 2.403 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 245, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

# **ACKNOWLEDGMENT**

STA'	TE OF TEXAS		§					
COU	NTY OF		§ §					
	This instrument was acknowledge by							
		—— Notar	y Pub	lic, State o	f Texa	ıs	·	

# PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C. 309 East Main Round Rock, Texas

# **GRANTEE'S MAILING ADDRESS:**

Williamson County Judge 710 Main Street, Suite 101 Georgetown, Texas 78664

# AFTER RECORDING RETURN TO:



# QUITCLAIM DEED CR 245 Abandoned Right of Way

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date:	, 201
Grantor:	COUNTY OF WILLIAMSON, TEXAS,
Grantor;	a political subdivision of the State of Texas

### Grantor's Mailing Address (including county):

WILLIAMSON COUNTY c/o COUNTY JUDGE WILLIAMSON COUNTY COURTHOUSE GEORGETOWN, TEXAS 78626 WILLIAMSON COUNTY

Grantee: BLUE HAVEN PARTNERS, LTD.

#### Grantee's Mailing Address (including county):

BLUE HAVEN PARTNERS, LTD. 1612 Thornridge Road Austin, Texas 78758 TRAVIS COUNTY

**CONSIDERATION:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

#### PROPERTY (including any improvements):

Being a 0.351 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the Property or any part of it.

This transfer is made subject to any easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

When the context requires, singular nouns and pronouns include the plural.

Grantee is purchasing the property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by the Grantor. Grantee is purchasing or receiving the Property based solely upon its inspection and no representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this deed.

•	WILLIAMSON COUNTY
	By: Dan A. Gattis Williamson County Judge
	ACKNOWLEDGMENT
STATE OF TEXAS	<b>§</b>
COUNTY OF WILLIAMSON	§ §
This instrument was ackno 201 by DAN A. GATTIS, Will consideration recited herein.	wledged before me on the day of; iamson County Judge, in the capacity and for the purposes and
	Notary Public, State of Texas

#### PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C. 309 E. Main St. Round Rock, Texas 78664

#### AFTER RECORDING RETURN TO:

# Gibich Real Estate Contract - Chandler Road IIIA (P12) Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Terry Gibich and Phyllis B. Gibich for right-of-way needed on Chandler Road IIIA. (P12)

### **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: Gibich RE Contract Chandler Road IIA P12

#### Form Routing/Status

Form Started By: Charlie Crossfield Started On: 03/03/2011 10:56

ΑM

Final Approval Date: 03/03/2011

#### REAL ESTATE CONTRACT

Chandler Road (Section IIIA)--Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TERRY GIBICH and PHYLLIS B. GIBICH, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

# ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.637 acre tract of land, more or less, situated in the James Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 12);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

# ARTICLE II PURCHASE PRICE

#### Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of EIGHT THOUSAND FOUR HUNDRED EIGHTY SEVEN and 39/100 Dollars (\$8,487.39).

### **Special Provisions**

- 2.02. SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION: As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that within 60 days after the closing of this transaction, or on or before other date agreed to between Seller and Purchaser in writing, it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property in order to allow Purchaser to remove any existing fencing on the Property and construct the planned Chandler Road roadway improvements thereon. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.
- 2.02.1. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct driveway connections between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the locations and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

# Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

# ARTICLE III PURCHASER'S OBLIGATIONS

# Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

#### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

# ARTICLE V CLOSING

#### Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before March 25, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

#### Seller's Obligations at Closing

#### 5.02. At the closing Seller shall:

- (1) Deliver to Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", all free and clear of any and all liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C attached hereto."

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
  - (3) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
  - (a) Pay the cash portion of the Purchase Price and Additional Compensation.

# **Prorations**

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively.

# ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

# ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

# ARTICLE VIII MISCELLANEOUS

#### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

# Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

# Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

# Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

# Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

# Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the Purchase Price and Additional Compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

Terry Gibich  Phyllis B. Gibich	Address: 1914 Rowe Loop Hrwyenille, Tx 7816400  Address: 1914 Rowe Loop Hrwgenille, Tx 1816400
PURCHASER: COUNTY OF WILLIAMSON	
By:  Dan A. Gattis, County Judge Date:	Address: 710 Main Street Suite 101 Georgetown, Texas 78626



#### STATE OF TEXAS COUNTY OF WILLIAMSON

August 17, 2010

#### TRACT TWELVE - 0.637 ACRE

These notes describe that certain tract of land located in JAMES EAVES SURVEY, ABSTRACT NO. 213, in Williamson County, Texas; subject tract being part of and out of a called "12.794 Acres" conveyed in a Warranty Deed from Glenn W. Atkinson, et ux, to Terry Gibich, et ux, dated 7-27-05 and recorded in Document No. 2005061151, of the Official Public Records of Williamson County, Texas, (OPRWC); being 'surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 17, 2010; subject tract being more fully described as follows:

BEGINNING at a 1/2" Iron Rod found (N: 10196069.8500, E: 3187530.9590), being the Northwest corner of said "12.794 Acres", same being the Northeast of a called "38.07 Acres" conveyed in a Warranty Deed with Vendor's Lien from Dennis Terrell Parks, et al, to Donham P, Frazier, dated 2-25-97 and recorded in Document No. 199708358, of the Official Records of Williamson County, Texas, (ORWC); same being in the South line of a called "48.5 Acres" conveyed in a Executor's Deed from Charles Mervin Walker, et al, to Charlotte Lyn Davis, dated 3-9-00 and recorded in Document No. 2000014961, (OPRWC); same being the Northwest corner of subject tract;

THENCE South 22°35'07" East, with a line for the common line of said "12.794 Acres" and said "38.07 Acres", a distance of 112.76 feet, to a Calculated Comer, being in the West line of said "12.794 Acres", same being in the East line of said "38.07 Acres", same being the Southwest corner of subject tract;

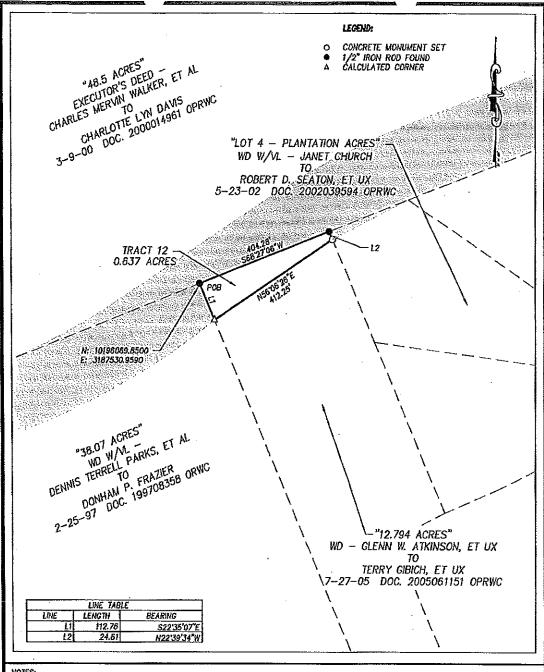
THENCE North 56'06'26" East a distance of 412.25 feet, to a Concrete Monument set, being in the East line of said "12.794 Acres", same being in the West line of a called "Lot 4 — Plantation Acres" conveyed in a Warranty Deed with Vendor's Lien from Janet Church to Robert D. Seaton, et uz, dated 5-23-02 and recorded in Document No. 2002039594, (OPRWC); same being the Southeast corner of subject tract;

THENCE North 22°39'34" West, with a line for the common line of said "12.794 Acres" and said "Lot 4 - Plantation Acres", a distance of 24.61 feet, to a ½" Iron Rod found, being the Northeast corner of said "12.794 Acres", same being the Northwest corner of said "Lot 4 - Plantation Acres", same being in the South line of said "48.5 Acres", same being the Northeast corner of subject tract;

THENCE South 68'27'06" West, with a line for the common line of said "12.794 Acres" and said "48.5 Acres", a distance of 404.28 feet, to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 0.637 Acre.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



- 1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
- 2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL TEXAS ZONE. NAD 83 (93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.
- 3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERINSION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND

BRUCE L. BRYAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, STATE OF TEXAS

August 17, 2010 DATE



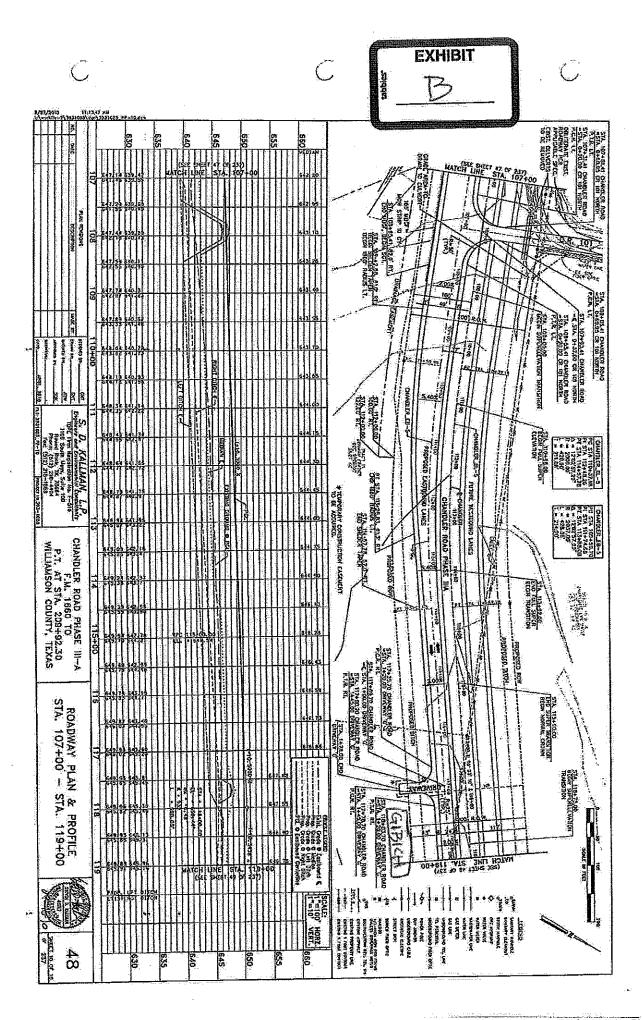
PAGE \_\_\_ C REFERENCE FIELD NOTE NO.

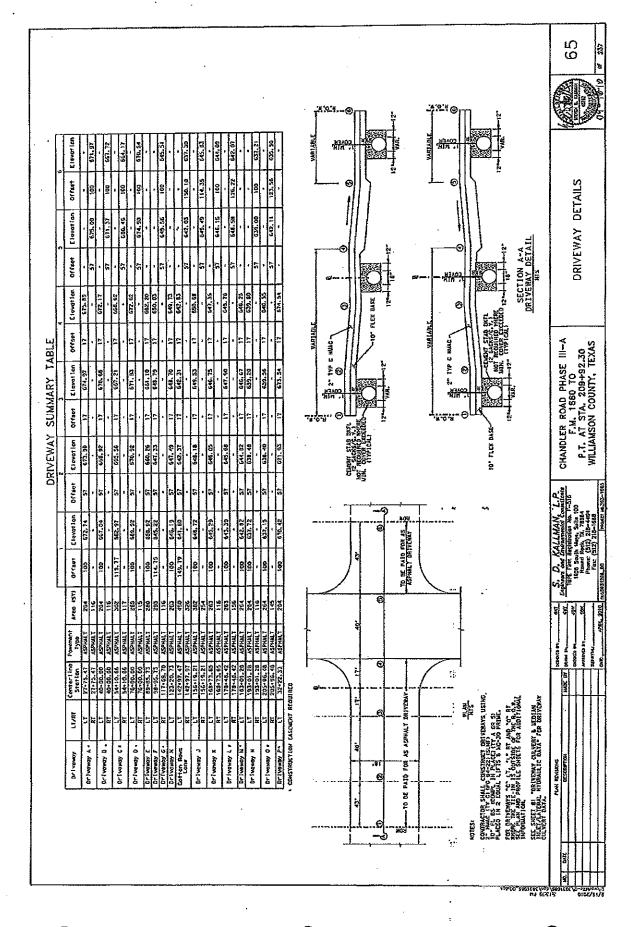


BRYAN TECHNICAL SERVICES, INC. P. O. BOX 1371 TAYLOR, TEXAS 76574 512-365-2524 512-365-2526 (Fax) surveying@austin.rr.com

**HIGHT-OF-WAY DRAWING** SHOWING THE PROPERTY OF:

GLENN W. ATKINSON, ET UX







# SPECIAL WARRANTY DEED Chandler Road (Phase IIIA) Right of Way

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Chandler Road roadway improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That TERRY GIBICH and PHYLLIS B. GIBICH, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.637 acre of land, more or less, situated in the James Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 12).

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Chandler Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the day of	
2011.	<u></u> :
GRANTOR:	
Terry Gibich	

Phyllis B. Gibich

# **ACKNOWLEDGMENT**

STAT	E OF TEXAS	3		§					
COUN	NTY OF			§ §					
	This instrum by Terry Gi leration recite	bich and	_					 purposes	and
	•			Notary Pu	blic, Sta	ate of Te	 Xas		

# PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C. 309 East Main Round Rock, Texas

# **GRANTEE'S MAILING ADDRESS:**

Williamson County c/o County Judge Dan A. Gattis County Courthouse 701 Main Street Georgetown, Texas 78626

# AFTER RECORDING RETURN TO:

# Verizon Settlement Agreement Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action authorizing the County Judge to execute a settlement agreement in Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.

# **Background**

Fiscal Impact								
From/To	Acct No.	Description	Amount	Sort Seq				

#### **Attachments**

Link: Verizon settlement agreement

# Form Routing/Status

Form Started By: Charlie Crossfield

Started On: 03/03/2011 11:02

AM

Final Approval Date: 03/03/2011

#### NO. <u>10-1166-C277</u>

GTE SOUTHWEST	§	IN THE COUNTY COURT AT LAW
INCORPORATED D/B/A VERIZON	§	•
SOUTHWEST	§	
Plaintiff,	§	
	§	
V.	§	NO. 277
	§	
WILLIAMSON COUNTY	§	
Defendant.	§	WILLIAMSON COUNTY, TEXAS

# FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT AND CONFIDENTIALITY AGREEMENT

# A. DEFINITIONS

- GTE Southwest Incorporated d/b/a Verizon Southwest is a Plaintiff in the aboveentitled and numbered cause.
- Williamson County is a Defendant in the above-titled and numbered cause, and is a
   Texas political subdivision.
- 3. "Plaintiff" as used herein shall mean all parties identified hereinabove as Plaintiffs and who are parties to this Agreement, and shall include any and all "Derivative Claimants" and "Entities" as defined below.
- 4. "Defendant" as used herein shall mean all parties identified hereinabove as Defendants and who are parties to this Agreement, and shall include any and all "Entities" as defined below.
- 5. "Derivative Claimants" shall mean any person or entity acting by, through, or under a Plaintiff (including by reason of marriage or family relationships, any such person), or any of the Entities of a Plaintiff.

215433.doc/jmr

- 6. "Entities" of a party shall mean those persons and/or entities (whether now in existence or not), and which are or were formerly owned or controlled, in whole or in part, directly or indirectly, by a party to this Agreement, or any Derivative Claimant, and their respective entities, employers, employees, directors, shareholders, officers, assigns, predecessors, successors, attorneys, representatives or agent of such persons and/or entities.
- 7. "Lawsuit" shall mean the above-entitled and numbered cause, pertaining to damage to Plaintiff's underground cable that occurred during Defendant's road improvement activities on County Road 140 on or about November 21, 2008.
- 8. "Representatives" of a person or entity shall mean and include all of that person's or entity's past or present principals, agents, servants, employees, attorneys, consultants, experts, partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, trustees, and personal representatives.
- 9. "Settlement Agreement" shall mean this Full and Final Settlement Agreement and Mutual Release by and between the parties hereto.

# B. CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, Plaintiff has initiated the Lawsuit against Defendant, alleging various causes of action; and

WHEREAS, Defendant has denied, and continues to deny, all such allegations by Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest; and

WHEREAS, this Settlement Agreement, and the execution hereof, does not, and is not

intended to be, construed to be, or is an admission of any fault or wrongdoing by or on behalf of Plaintiff or Defendant, all such claims having been expressly denied heretofore, and the parties continue to deny the same; and

WHEREAS, all provisions of this Settlement Agreement and Mutual Release are contractual in nature, and not mere recitals only; and

WHEREAS, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

C.

# PERSONS AND ENTITIES BOUND BY THIS SETTLEMENT AGREEMENT

- 1. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Plaintiff and upon all representatives, successors and assigns of Plaintiff.
- Defendant, Williamson County understands and agrees that by execution hereof, the terms of this Settlement Agreement are binding upon Defendant and upon all representatives, successors and assigns of Defendant.
- 3. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, represents and warrants that Plaintiff has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

4. Defendant, Williamson County, represents and warrants that Defendant has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

# D. NO OUTSTANDING CLAIMS

- 1. Plaintiff GTE Southwest Incorporated d/b/a Verizon Southwest, warrants and represents that Plaintiff has no awareness of the existence of any actual or potential claim, demand, suit, cause of action, charge or grievance possessed by Plaintiff, which is not subject to and fully released by this Settlement Agreement, except for matters as may be expressly excluded in this Settlement Agreement, that concerns or relates in any way, directly or indirectly, to the Lawsuit.
- 2. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, warrants and represents that Plaintiff has not assigned, authorized or transferred (in any way, whether directly or indirectly) any claims, demands, suits, causes of action, charges, or grievances of any kind or character, which Plaintiff had or may have had prior to and including the Effective Date against Defendant, Williamson County. Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, neither has nor owns any part of any actual or potential claims, demands, suits, causes of action, charges, or grievances of any kind or character against Defendant which are not subject to and released by this Settlement Agreement.

# E. CONSIDERATION

1. In consideration of the total sum of \$4,000.00 (Four Thousand and No/100 Dollars) from Defendant, the receipt and sufficiency of which is hereby acknowledged by Plaintiff, and in consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants

and statements of intention contained herein, Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest hereby accepts the above-referenced payment in full settlement, compromise and release of all claims as arising out of or in connection with the Lawsuit, pursuant to this Settlement Agreement, against Defendant, Williamson County.

- 2. Defendant shall tender such sum in the following manner: thirty (30) days after the Effective Date of this Agreement, Defendant shall deliver a check for the total amount of the settlement sum, payable to Plaintiff's attorney, as Trustee.
- 3. Upon receipt of the above recited consideration by Plaintiff, the counsel for the parties hereto will sign and enter a Joint Motion for Nonsuit and Voluntary Dismissal and Agreed Order of Nonsuit regarding all claims advanced in the Lawsuit, copies of which Motion and Agreed Order are attached hereto and incorporated herein for all purposes as Exhibits.
- 4. Each party agrees to be solely responsible for the payment of their respective attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the Lawsuit and/or this Settlement Agreement.

# F. MUTUAL RELEASE

Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, and Defendant, Williamson County, hereby covenant, agree and consent to the following:

1. The intent of the parties hereto is that each person or entity executing this Settlement Agreement shall, by reason of such execution, be entirely free of any and all actual or potential claims, suits, demands, causes of action, charges or grievances of any kind or character, regardless of the nature or extent of the same, arising out of the Lawsuit.

- Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Defendant, Williamson County (any of Defendant's representatives), and Plaintiff further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Plaintiff, against Defendant, and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the Lawsuit.
- 3. Defendant, Williamson County, hereby fully and finally RELEASES, ACQUITS, AND FOREVER DISCHARGES Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest (and Plaintiff's representatives), and Defendant further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Defendant against Plaintiff and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the Lawsuit.

### G. INUREMENT

It is understood and agreed that this Settlement Agreement shall inure to the benefit of Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest and/or the representatives of Plaintiff. No other person or entity is intended to benefit by or be deemed a third-party beneficiary of this Settlement Agreement.

#### EXPRESS DENIAL OF LIABILITIES

Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest, and Defendant, Williamson County and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied.

#### I. SEVERABILITY

If any one or more of the provisions of this Settlement Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Settlement Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

# J. ENTIRE AGREEMENT OF THE PARTIES

This Settlement Agreement constitutes the entire agreement and understanding of Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest and Defendant, Williamson County and/or representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof, including but not limited to, the Lawsuit. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Settlement Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by Plaintiff, GTE Southwest Incorporated d/b/a Verizon Southwest and Defendant, Williamson County, and/or their representatives.

# K. GOVERNING LAW

This Settlement Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Settlement Agreement shall lie in Williamson County, Texas.

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# FULL UNDERSTANDING AND AGREEMENT

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD,

WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

# N. EXECUTION AND EFFECTIVE DATE

This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Full and Final Settlement Agreement and Mutual Release on the dates set forth opposite their names, to be effective as of the last date of due execution.

A Carana In	(mac)
Dayna Tremain	Legal Rept , as Term Lead of GTE
(Name)	(Title)
Southwest Incorporated d/	b/a Verizon Southwest,
Plaintiff	

STATE OF PEXAS OF COUNTY OF OKlahome &

On this 25th day of 7eth, 20/1, before me, the undersigned notary public, personally appeared 20 how whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

Notary Public, State of Thes

# 09003598 EXP. 04/24/13

Q

	Dan A. Gattis, as County Judge of Williamson County, Defendant
STATE OF TEXAS	§ §
COUNTY OF	§
notary public, personally appeared Dan A.	Gattis, known to me to be the person whose name is mowledged that he executed the same for the purposes
	Notary Public, State of Texas

# **GO Bond Sale Update Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

#### Information

### Agenda Item

Discuss and take possible action on update from Dan Wegmiller, of Specialized Public Finance Inc., on sale of road bonds.

#### **Background**

Mr. Wegmiller will provide the court with an update on the current interest rate environment and the possibility of being able to sell more than \$40 million under the 17 cent debt rate.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

# No file(s) attached.

#### Form Routing/Status

Form Started By: Julie Kiley Started On: 03/03/2011 11:47

Final Approval Date: 03/03/2011

# **Deobligation of 2010 Residual Funding Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Hal Hawes, County Judge

Submitted For: Hal Hawes

Department: County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Consider and take appropriate action on a modification to the Inter-Governmental Services Agreement between Immigrations Customs and Enforcement and Williamson County whereby funds that remain under the FY10 task order (ended 30 Sept 2010) shall be deobligated.

# **Background**

This is deobligating funds that remain under the FY10 task order (ended 30 Sept 2010). All invoices have been paid. This deobligation will \$0 out the task order and when we can, do a close out of the IGSA.

Fiscal Impact									
From/To	Acct No. Description		Amount	Sort Seq					

#### **Attachments**

Link: Deobligation Mod

#### Form Routing/Status

Form Started By: Hal Hawes Started On: 03/03/2011 11:33

A

Final Approval Date: 03/03/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PA	GE OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	4. REQ	JISITION/PURCHASE REQ. NO.	5. PROJI	1 5 ECT NO. (If applicable)		
P00004	See Bloo	-k 16C 1	1921	11FA000000504		, ,,		
6. ISSUED BY CODE	ICE/DM/I		7. ADN	INISTERED BY (If other than Item 6)	CODE	ICE/DM/DC-DC		
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite930 Attn: < <enter contract="" specialist="">&gt; Washington DC 20536</enter>					
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and			AMENDMENT OF SOLICITATION NO.				
WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703			9B.  10A DR HS	DATED (SEE ITEM 11)  . MODIFICATION OF CONTRACT/ORDER NOIGSA-10-0002 CEDM-10-F-IG080 . DATED (SEE ITEM 13)	IO.			
CODE 0769300490000	FACILITY COD	DE .	0	1/28/2010				
				ENTS OF SOLICITATIONS				
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF or virtue of this amendment you desire to change an offe to the solicitation and this amendment, and is received	to the amend to the solicitation OFFERS PRIOR r already submitt I prior to the ope	dment; (b) By acknowledg n and amendment number TO THE HOUR AND DAT ted, such change may be r ning hour and date specifi	ing rece rs. FAII TE SPE made b ied.	eipt of this amendment on each copy of the of LURE OF YOUR ACKNOWLEDGEMENT TO CIFIED MAY RESULT IN REJECTION OF YO y telegram or letter, provided each telegram o	fer submitte BE RECE OUR OFFE or letter mal	ed; or (c) By VED AT R. If by kes reference		
12. ACCOUNTING AND APPROPRIATION DATA (If required See Schedule	uired)	Net	Dec	rease: - S	\$141,7	28.41		
	ODIFICATION O	F CONTRACTS/ORDERS	. IT MC	DIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBED	IN ITEM 14.		
				ES SET FORTH IN ITEM 14 ARE MADE IN T  MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED	INTO PURSUANT TO AU						
X MUTUAL AGREEMENT OF  D. OTHER (Specify type of modification		TES						
2. S. M. E. K. (Opensy type of measurement)	and datherny)							
E. IMPORTANT: Contractor is not.	x is required to	o sign this document and r	return		g office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 076930049	(Organized by U	CF section headings, inclu	uding s	olicitation/contract subject matter where feasib	ble.)			
The purpose of this task ord 0002, 0003, 0005 and 0006 un 192111FA000000504. Delivery: 30 Days After Awar Discount Terms:	der Agree							
Net 30								
FOB: Destination	/0010 :	00/20/0010						
Period of Performance: 02/01	/2010 to	09/30/2010						
Change Item 0001 to read as	follows(a	amount shown						
Continued								
Except as provided herein, all terms and conditions of the	e document refe	renced in Item 9A or 10A,						
15A. NAME AND TITLE OF SIGNER (Type or print)				NAME AND TITLE OF CONTRACTING OFFICE ald H. Neveleff	CER (Type	or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		NITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)				(Signature of Contracting Officer)				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-10-0002/HSCEDM-10-F-IG080/P00004

PAGE OF

2 5

NAME OF OFFEROR OR CONTRACTOR WILLIAMSON COUNTY OF

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	1 1	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	is the total amount):				
0001	Housing for Adult Females				11,330,532.64
0001	From 2/1/2010 through 9/30/2010				11,330,332.0
	Amount of Bed days funded is decreased from				
	\$11,406,483.20 by \$75,950.56 to \$11,330,532.64				
	(FFMS Line Item 6-1)				
	Product/Service Code: S206				
	Product/Service Description: GUARD SERVICES				
	Delivery Location Code: ICE/DRO/SAN ANTONIO				
	Immigration Customs Enforcement	1			
	8940 Fourwinds Drive				
	San Antonio TX 78239				
	Amount: \$7,311,360.00				
	Accounting Info:				
	NONE000-000 BA 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
Delive	Funded: \$0.00				
	Delivery Location Code: ICE/ERO/SAN ANTONIO				
	Immigration Customs Enforcement	İ			
	8940 Fourwinds Drive	1			
San A	San Antonio TX 78239	1			
	Amount: \$4,095,123.20				
	Accounting Info:	1			
	BBFD000-000 BD 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
	Funded: \$0.00				
	Delivery Location Code: ICE/ERO/SAN ANTONIO				
	Immigration Customs Enforcement				
	8940 Fourwinds Drive				
	San Antonio TX 78239				
	Amount: -\$75,950.56				
	Accounting Info:				
18- 000	NONE000-000 BA 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
	Funded: -\$75,950.56				
	Channe Than 0000 to mad as fallows (amount about				
	Change Item 0002 to read as follows (amount shown is the total amount):				
	is the total amounty.				
0002	Stationary Guard Services				28,329.00
	Amount of Guard Services funded is decreased from				•
	\$30,000.00 by \$1,671.00 to \$28,329.00				
	(FFMS Line Item 2-1)				
	Continued				
		1			

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-10-0002/HSCEDM-10-F-IG080/P00004
 PAGE OF 3
 5

NAME OF OFFEROR OR CONTRACTOR WILLIAMSON COUNTY OF

TEM NO.	SUPPLIES/SERVICES	QUANTITY	I I	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Product/Service Code: S206				
	Product/Service Description: GUARD SERVICES				
	-				
	Delivery Location Code: ICE/DRO/SAN ANTONIO				
	Immigration Customs Enforcement		1 1		
	8940 Fourwinds Drive				
	San Antonio TX 78239		i i		
	Amount: \$30,000.00		i i		
	Accounting Info:				
	NONE000-000 BA 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
	Funded: \$0.00				
	Delivery Location Code: ICE/ERO/SAN ANTONIO				
	Immigration Customs Enforcement				
	8940 Fourwinds Drive		1 1		
	San Antonio TX 78239				
	Amount: -\$1,671.00				
	Accounting Info:				
	NONE000-000 BA 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
	Funded: -\$1,671.00				
	Change Item 0003 to read as follows(amount shown				
	is the total amount):				
003	Low Cost Phone Service				(
	Amount of low cost phone service is decreased				
	from \$2,000.00 by \$2,000.00 to \$0.00				
	(FFMS Line Item 3-1)				
	Product/Service Code: S206				
	Product/Service Description: GUARD SERVICES				
	Delivery Location Code: ICE/DRO/SAN ANTONIO				
	Immigration Customs Enforcement				
	8940 Fourwinds Drive				
	San Antonio TX 78239		1 1		
	Amount: \$2,000.00		1 1		
	Accounting Info:				
	NONE000-000 BA 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
	Funded: \$0.00				
	Delivery Location Code: ICE/ERO/SAN ANTONIO				
	Immigration Customs Enforcement				
	8940 Fourwinds Drive				
	San Antonio TX 78239				
	Continued				
		1	1 1		

REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE OF **CONTINUATION SHEET** DROIGSA-10-0002/HSCEDM-10-F-IG080/P00004 4 5

NAME OF OFFEROR OR CONTRACTOR

WILLIAMSON COUNTY OF

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Amount: -\$2,000.00				
	Accounting Info:				
	NONE000-000 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00				
	10-02-0700-40-30-00-00 GE-23-72-00 000000				
	Funded: -\$2,000.00				
	Tanaca: \(\frac{72}{7000.00}\)				
	Change Item 0005 to read as follows(amount shown				
	is the total amount):				
					000 406
005	Transportation Reimbursement - The amount of this line item is decreased as				222,486.
	follows:				
	From: \$269,000.00				
	By: \$46,513.05				
	To: \$222,486.95				
	(FFMS Line Item 5-1)				
	Product/Service Code: S206				
	Product/Service Description: GUARD SERVICES				
	Delivery Location Code: ICE/DRO/SAN ANTONIO				
	Immigration Customs Enforcement 8940 Fourwinds Drive				
	San Antonio TX 78239				
	Amount: \$269,000.00				
	Accounting Info:				
	RMD10LT-000 BA 32-23-00-000				
	18-62-0700-40-50-00-00 GE-21-31-00				
	000000				
	Funded: \$0.00				
	Delivery Location Code: ICE/ERO/SAN ANTONIO				
	Immigration Customs Enforcement				
	8940 Fourwinds Drive				
	San Antonio TX 78239				
	Amount: -\$46,513.05				
	Accounting Info:				
	RMD10LT-000 BA 32-23-00-000				
	18-62-0700-40-50-00-00 GE-21-31-00				
	000000				
	Funded: -\$46,513.05				
	Change Item 0006 to read as follows(amount shown				
	is the total amount):				
006	COST OF STATIONARY GUARD SERVICE 7/1/10 through				360.
	9/30/10				
	Amount of Stationary Guard Services funded is	1			
	decreased from \$15,593.80 by \$15,593.80 to \$0.00				
	Continued	1			
		1			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-10-0002/HSCEDM-10-F-IG080/P00004

PAGE OF 5 5

NAME OF OFFEROR OR CONTRACTOR WILLIAMSON COUNTY OF

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	(FFMS Line Item 7-1)				
	Product/Service Code: S206		i i		
	Product/Service Description: GUARD SERVICES		l l		
			ΙI		
	Delivery Location Code: ICE/ERO				
	ICE Enforcement & Removal				
	Immigration and Customs Enforcement	İ	ΙI		
	801 I Street, NW		l l		
	Suite 900		ΙI		
	Washington DC 20536				
	Amount: \$15,953.80				
	Accounting Info:				
	BBFD000-000 BD 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
	Funded: \$0.00				
	Delivery Location Code: ICE/ERO/SAN ANTONIO				
	Immigration Customs Enforcement				
	8940 Fourwinds Drive				
	San Antonio TX 78239				
	Amount: -\$15,593.80				
	Accounting Info:				
	NONE000-000 BA 31-12-00-000				
	18-62-0700-40-50-00-00 GE-25-72-00				
	000000				
	Funded: -\$15,593.80				
	As a result of the above, the total about of this				
	task order is decrease as follows:				
	From (P00003): \$11,770,437.00				
	By \$141,728.41				
	To: \$11,628,708.59				
	10. 711,020,700.33				
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## **Engagement of Floodplain Counsel Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Hal Hawes, County Judge

Submitted For: Hal Hawes

Department: County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action regarding employment of the law firm of Sheets and Crossfield to represent Williamson County in relation to FEMA Flood Insurance and Flood Plain Management matters; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.

#### **Background**

This engagement letter will retain Sheets and Crossfield to assist the county with FEMA Flood Insurance and Flood Plain Management matters. The scope of the services is included in the engagement letter and the fees are also set out therein. The services will be provided on an as needed basis.

Fiscal Impact								
From/To	Acct No.	Description	Amount	Sort Seq				

#### **Attachments**

Link: Engagement Letter

#### Form Routing/Status

Form Started By: Hal Hawes

Started On: 03/03/2011 11:46

Final Approval Date: 03/03/2011

#### ATTORNEY/CLIENT ENGAGEMENT AGREEMENT

(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between WILLIAMSON COUNTY, TEXAS, "Client", and SHEETS & CROSSFIELD, P.C., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

#### Client and Attorney agree:

- 1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries. Attorney will coordinate with County Attorney regarding all legal matters.
- 2. Client agrees to compensate Attorney for his services at the rates described herein for the time which has been devoted to Client's legal matters. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner attorney: \$180/hr Litigation attorney \$180/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; (2) facsimile charges; and (3) copying charges.

3. Attorney's fee will include the following services:

Representation of Client, including but not limited to counsel, advice, review, and preparation of documents for matters related to the implementation of the FEMA Programs as described in Exhibit A.

- 4. Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney. Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments, except for payment for services already provided.
- 5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED:
SHEETS & CROSSFIELD, P.C.
By:
By: Charles Crossfield
WILIIAMSON COUNTY, TEXAS
By:
Dan A. Gattis, County Judge

#### EXHIBIT "A"

#### Outline of Scope of Services

For

#### FEMA Flood Insurance and Flood Plain Management Program

#### Legal Assistance

On an as needed basis, Attorney shall:

- 1. Assist in the implementation of the FEMA Programs by providing guidance to Williamson County Department of Infrastructure staff regarding federal law and published FEMA program guidance.
- 2. Outline alternative approaches to address specific properties under review.
- 3. Assist in the preparation of staff training documents.
- 4. Assist in the preparation of policies and procedures for the implementation of the program.
- 5. Assist in the preparation of correspondence and other legal documents regarding the County's FEMA Programs
- 6. Represent the County as needed in FEMA related matters.

# **Engagement of Allensworth and Porter, LLP Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Hal Hawes, County Judge

Submitted For: Hal Hawes

Department: County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action regarding employment of the law firm of Allensworth and Porter, L.L.P. to represent Williamson County in relation to all legal matters regarding the Williamson County Justice Center Parking Garage; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.

#### **Background**

The scope of the proposed representation is set forth in paragaraph one of the proposed engagement letter. The fees for such services is set forth on page two of said letter.

		Fiscal Impact		
From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: Engagement Letter

#### Form Routing/Status

Form Started By: Hal Hawes Started On: 03/03/2011 10:29

A

Final Approval Date: 03/03/2011

#### ALLENSWORTH AND PORTER, L.L.P.

ATTORNEYS AT LAW



620 Congress Avenue, Suite 100 Austin, Texas 78701-3229 Telephone: (512) 708-1250 Fax: (512) 708-0519

WILLIAM R. ALLENSWORTH Board Certified, Civil Trial Law Fellow, American College of Construction Lawyers E-Mail Address: wra@aaplaw.com

March 8, 2011

Williamson County c/o Williamson County Commissioners Court 710 Main Street Georgetown, Texas 78626

Re: Williamson County parking garage structural issues

Dear Members of the Court:

This letter is to confirm our engagement as counsel to represent Williamson County in connection with the structural issues that have been discovered and investigated at the Williamson County parking garage. The scope of this representation is to review the construction agreement and documents relating to that structure, advise Williamson County with regard to the parking garage issues and potential avenues of legal relief, and to pursue legal remedies on behalf of Williamson County as authorized by the Commissioners Court. The policy of our law firm requires that we have a formal, written engagement letter with clients setting forth the scope of our engagement and the arrangements for payment of our fees and expenses.

#### SPECIFIC ENGAGEMENT

Our specific engagement for this matter is the representation of Williamson County with regard to the parking garage structural issues as outlined above.

#### LEGAL FEES AND EXPENSES

Our fees are established through the exercise of judgment in each particular matter. Factors we consider include the time and labor required; the novelty and difficulty of the issues involved; the skill required to perform the legal services properly; time limitations imposed by the client or by circumstances; the experience, reputation and ability of the attorneys performing services; the amounts involved and the results

#### ALLENSWORTH & PORTER, L.L.P.

March 8, 2011 Page 2

obtained through our services; the likelihood that the employment will preclude other employment; the fee customarily charged in the locality by others for similar services; and the nature and length of our relationship with you as a client. In light of these factors, the hourly billing rates for the professionals in our office will be as follows:

William R. Allensworth, Managing Partner	\$375.00
Matthew B. Cano, Partner	\$325.00
Will W. Allensworth, Associate	\$175.00
Legal Assistants	\$100.00

It is our practice to make a separate charge for out-of-pocket expenses incurred by us in the rendition of our services, including, but not limited to, charges for photocopying, messenger and special delivery services, mailing and Federal Express charges, filing and recording fees, and travel expenses. Any outside invoices received by us will be passed along to you without any "mark-up."

We will bill Williamson County monthly for services rendered and costs incurred.

#### DOCUMENT RETENTION POLICY

All documents generated by the firm during our work on this file will eventually be destroyed. We will keep the case documents and correspondence for a period of time, not exceeding five years, after the file is closed. We reserve the right to keep the documents only in electronic form. You are entitled to receive and make copies of any of the documents during that period of time, at your expense. Any documents obtained from you during our work on this matter will be returned to you at file closing, or prior to that if requested. You may pick the documents up at our office, or we will arrange to have them shipped back to you at your expense. They will not be retained and stored. Your signature accepting this agreement acts also as an acceptance of our document retention policy as set out above.

#### OTHER TERMS AND CONDITIONS OF OUR ENGAGEMENT

You may terminate this firm's employment at any time by notifying us in writing. Subject to applicable ethical requirements, we reserve the right to withdraw from this representation by notifying you in writing. Additionally, if circumstances should prove that this matter and your interests are best served by different counsel, we may recommend and refer you to another attorney. In either case, our withdrawal will be in accordance with applicable ethical requirements and may require court approval.

#### ALLENSWORTH & PORTER, L.L.P.

March 8, 2011 Page 3

We sincerely appreciate the opportunity to work with Williamson County. Please acknowledge your approval of the above outlined engagement by executing this letter and returning it to me. Thanks for trusting us with this matter, and if you have any questions, please do not hesitate to give me a call.

Very truly yours,

William R. Allensworth

WRA/ms

cc:

Hal Clifton Hawes

Office of the Williamson County Judge

710 Main Street, Suite 200 Georgetown, Texas 78626

#### APPROVED AND AGREED:

Willia	imson County		
By:			
-	Name:	-	
Title:			

# **Long-range Strategic Plan Commissioners Court - Regular Session**

Date: 03/08/2011

Submitted By: Connie Watson, County Judge

Submitted For: Connie Watson

Department: County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action on approving the County's long-range strategic plan.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: Strategic Plan

Link: Survey Responses

#### Form Routing/Status

Form Started By: Connie Watson

Started On: 03/03/2011 09:00

ΑM

Final Approval Date: 03/03/2011

# **Williamson County**

# Internal Assessment & Strategic Plan

2011

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#### **Executive Summary**

A strategic plan provides guidance to an organization by establishing where they are now, where they want to be, how to get there, and if they have arrived. A strategic plan identifies the mission and vision of the organization – why they exist – and establishes values that the organization will hold to as it moves forward.

Williamson County's government is a large, complex organization with many moving parts. The Commissioners' Court steers this organization through the budget process, setting policy and demonstrating leadership in a number of other ways. The Williamson County Internal Assessment and Strategic Plan (Strategic Plan) is one such example of proactive leadership.

The Strategic Plan is a comprehensive compilation of the County's goals and values. The process of the plan (described in greater detail below) included interviews with all elected officials and department heads, collecting their individual goals, priorities and mission. Compiled, sorted, and analyzed, the goals provide a blueprint for the long and short-term development of the County.

Throughout the process certain values continued to rise to the surface, including, *fiscal conservatism, professionalism, efficiency and modernization*. Priorities for the County include providing better public service by upgrading and utilizing information technologies and ensuring County facilities are right-sized. Other important issues included streamlining County government, supporting County employees, and customer service.

The goals identified in the plan will be achieved through an application of one or a combination of the values as they are not mutually exclusive. For example, meeting financial goals can be achieved by efficient, highly-trained staff, which can be a result of the application of information technologies. This comprehensive approach was applied throughout the plan.

The strategic plan is an important tool for the current leadership of Williamson County. The plan should also be a tool for future County leadership. As a snap shot or baseline of where the County is now, future leadership will be able to refer to the goals established in 2010 and see if they have been achieved and, if not, why? The strategic plan is a "living" document, it is not written in stone, but meant to be constantly revisited, amended and updated; a well used tool to move the County to where it wants it to be.

#### **Williamson County Overview**

Williamson County is one of the fastest growing counties in Texas, and in the country. Between 2000 and 2009 the Census indicates the population grew from 249,967 to 410,686, a 64 percent increase. Much of this growth has been in the southern section of the County in proximity to major employment centers including Austin, Dell Computers, and others. The northern part of the County has grown, but not at the same fast pace and maintains the rural agricultural heritage that characterized all of Williamson County until the last 30 years or so. This growth is expected to continue into the future placing increased demands on County government to provide services to the expanding population.

Georgetown is the County seat of Williamson County while Round Rock is the most populous city. Parts of the Austin city limits are also in the County. Other incorporated cities include: Bartlett, Cedar Park, Florence, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor, Thorndale, Thrall, and Weir. Many of these cities, particularly Round Rock, Hutto, Leander, and Cedar Park have experienced tremendous growth since 2000 as much of the growth has focused on the transportation corridors of I 35, US 79, and US 183. New toll roads and soon to open commuter rail may continue to push growth north into the County.

Solid economic prospects, lower cost of living, low crime rate, high quality of life, and available land make Williamson County an attractive destination in a fast growing region. This plan provides a guide to the Commissioners' Court to prepare for that growth by insuring County government has the people, tools and facilities required to serve a growing population. Being proactive allows local government to be able to effectively and efficiently serve the needs of the taxpayers of Williamson County.

#### **Plan Process**

The planning process began in early summer of 2009. Staff from the Lower Colorado River Authority met with the Commissioners Court and County staff to begin discussing the idea of developing a strategic plan and the process involved. Once the decision was made to move forward, LCRA staff began working with the County.

#### **INTERVIEWS**

The first step in the plan was interviewing elected and appointed officials from across the County. Nearly every elected official ranging from Justices of the Peace, Constables, Commissioners, etc. were interviewed. These interviews were an effort to understand the needs of each of these officials to carry out their duties. Because of the disparate nature of County government and the range of services it provides, this was a critical step to understand the overall picture.

Appendix A contains the interview questions as well as the notes from the interview process. An overarching theme from the interviews was the desire to increase efficiency at all levels of County government. County officials understand the limited resources and are committed to maintaining taxes as low as possible. They see many opportunities for serving the growing needs of the County through new technology, software, and other tools that will allow for more service, more efficiently.

Many elected officials and department heads currently work under a strategic plan developed for their departments. Elements from these plans will be incorporated into this overall strategic plan. The goals and objectives identified in this plan are based on these interviews and reflect the concerns and opportunities identified by the elected and appointed County leadership.

#### **COMMISSIONERS REVIEW**

Once the interviews were completed, LCRA staff consolidated the raw notes into the following categories:

- Technology
- Planning
- Human Resources
- Policy and Development

These categories covered the range of issues identified in the interview process. Objectives were identified within these topics based on common issues identified by officials. Each County Commissioner took one or more of the topics for more specific review and discussion. Based on this review and discussion a final list of objectives was identified for the plan.

#### **Plan Adoption and Implementation**

Once the final list of objectives was identified, LCRA staff created the Implementation Guide for the plan that lays out the detailed actions required to make the plan a success. The Implementation Guide provides a clear process for achieving the goals of the County. Commissioners Court is responsible for using the plan in its budgeting process and to encourage other elected officials to do so as well. Because the plan includes input from across County leadership it provides a clear direction that should be supported across the board. The plan will allow Williamson County to continue providing the best services to and facilities for its citizens while maintaining the fiscal conservatism the residents of the County value.

#### **County Values**

#### **Mission Statement**

Williamson County Government exists to provide public services with honesty, integrity and dynamic leadership for the citizens of Williamson County.

#### **Vision Statement**

A vision statement is a clear, motivating message outlining how an organization would like to look moving into the future. A vision statement is the inspiration for an organization, the framework for all strategic planning efforts.

Williamson County is known for its role in providing a superior quality of life for its citizens. The cohesive county government, committed to effective governance, operates as a team to guarantee continual high quality services to its citizens. The citizens of Williamson County trust their elected officials and participate fully in the governance of the County. The rich heritage and values of the County are the basis of the strong sense of community in which makes Williamson the most desirable county in which to live in the State of Texas.

The county staff and leadership are highly professional and committed to maintaining an integrated sustainable community. There are sufficient physical and human resources to provide the services that the citizens need. There is maximum effort to determine citizen needs and respond to those needs appropriately, while expending the least amount of public funds in a conservative, responsible and efficient manner.

#### **Priorities & Strategies for the County**

Throughout the course of this strategic planning process it became clear that Williamson County's leadership was unified in not only the vision and mission, but in the strategic direction of the county as well.

Common priorities/strategies include the following:

- Promote an environment that fosters business, economic development,
   families, and safety
- Ensure fiscal responsibility and maintain low tax rate;
- Develop a strategic working method to coordinate the goals between elected county officials and the county government.
- Increased efficiency of internal operations through modernization and technology upgrades;
- Ensure safety and justice throughout the county and maintain a low crime rate;
- Maintain a high degree of professionalism among Williamson County staff;
- Constantly improving customer service delivery; and,
- Provide public services in the most cost-effective manner possible.

#### Implementation Guide

#### 1. Technology

Vision: To provide superior and low-cost County services through the use of information technology systems.

From every level of Williamson County government the call to modernize internal and external services was echoed. Modernization typically meant integrating and/or upgrading information technology systems into departmental processes to increase staff efficiency, provide greater user (citizen) access to records or documents, speed payment of fines, eliminate redundant data entry and develop a consistent platform for sharing data and documents between departments. Concerns regarding upgrading or purchasing new technologies include proprietary issues, potential expansion, and a sound business case for the expense of the technology and training.

### Goal 1.1: Incorporate a County-wide program to continually implement and upgrade public safety technology.

A public safety technology program is comprehensive approach to updating and upgrading many of the county's public safety functions to state-of-the-art information technologies, thereby increasing efficiency and function. This project includes a Computer Aided Dispatch, law enforcement records management, and others public safety services. Once Phase I is implemented, the County should continue to upgrade and update all public safety technology.

### Goal 1.2: Ensure that all Information Technology and software is consistent and compatible between County departments.

Any large organization deals with software incompatibility and upgrades and licensing issues. The need to monitor, inventory, and plan the County's systems to ensure that platforms across the organization are compatible is a constant effort. For the County, one priority is to ensure that all relevant offices have and use Odyssey.

### Goal 1.3: Upgrade and develop internet services to provide better access to county functions for citizens.

This is an ambitious goal that covers multiple functions of the county. For the judicial system it means enabling citizens to pay fines, submit documents, signup for jury duty, access information and records regarding tickets and other infractions all online. It means a reduction in the amount of data entry required of the courts and clerks and streamlining record management.

#### Technology

Goal 1.1: Incorporate a County-wide program to continually implement and upgrade public safety technology.

Obje	ctive	tive Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
	Increase the efficiency, speed and security of service by public safety	1.11.1	Phase I develop: Computer Aided Dispatch, Automatic Vehicle Location, Records Management, and Civil Process.	M	2010	2012	PSTP Committee/ITS	
1.11		1.11.2	Concurrent with Phase 1, construct Emergency Services Operations Center for 911 and other departments.	M	2010	2013	PSTP Committee/ITS/Infr astructure	County/C.O
	departments	1.11.3	Phase II: Evaluate and upgrade components of next phase.	M	2011	2013	PSTP Committee/ITS	

Goal 1.2: Ensure that all Information Technology and software is consistent and compatible between County departments.

Objec	ctive	Action		Priority	FY	FY	Person/Committee	Financing
4.04	All Civil and	4 24 4	Work with J.P. #1-3 to	NI o	Start	•	Responsible Courts/ITS/JP #1-3	Method
1.21	Criminal Courts utilize the same case management software: Odyssey.	1.21.1	determine issues and needs re: implementation of Odyssey software.	N	2010	2011	Courts/115/JP #1-3	County
		1.21.2	Convert J.P. 4 to Odyssey	N	2011	2012	Courts/ ITS/JP#4	County
1.22	All courts and Co. departments will scan and digitize documents for	1.22.1	Identify which courts and departments are not scanning and digitizing their documents.	N	2011	2013	Courts/ITS	County
	records management.	1.22.2	Ensure all courts and departments have the soft-and hardware to digitize documents at the point of entry (see internet access to public).	N	2011	2013	Courts/ITS	
		1.22.3	Implement Electronic Filing	N	2011	2013	Courts/ITS/Clerks	
1.23	Implement a case management system for Juvenile Services.	1.23.1	Identify, select, and implement a case management system for Juvenile Services	D	2012	2014	Juvenile Services/ITS	County

Goal 1.2: Ensure that all Information Technology and software is consistent and compatible between County departments (continued).

Objec	tive	Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
1.24	Utilize software to increase efficiency and transparency of County's financial actions.	1.24.1	Upgrade accounting system to newer version	M	2012	2013	ITS	County
1.25	Implement Electronic Payment	1.25.1	Work with IT and banks to implement program.	M	2010	2012	County Treasurer/ County Auditor & ITS	County

Goal 1.3: Upgrade and develop internet services to provide better access to county functions for citizens.

Objec	tive	Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
1.31	Implement system for citizens to pay fines and fees online in all precincts	1.31.1	Currently, most J.P.s provide this service. Identify J.P.s not doing so and reasons why.	D	2010	2012	Court/ITS/J.P.s	County
		1.31.2	Address issues and work with J.P.s for ubiquitous use of system	D	2010	2013	Court/ITS	
1.32	Upgrade and develop system to enable citizens to sign up for jury duty online.	1.32.1	District Clerk to purchase new software package and implement on- line jury portal.	D	2010	2011	District Clerk	County/2011 Budget
1.33	Utilize improved technology to better communication with County residents.	1.33.1	Use video streaming to enhance communications	D	2011	On-Going	County Information Officer	County

Notes: M=Mandatory; N=Necessary; and, D=Desirable. "n/a" stands for "not available"; "NC" means "No Cost".; and County refers to the County General Fund

#### 2. Planning

Vision: To develop departmental strategic and work plans to guide departments and work groups in helping to meet the overall goals and objectives of Williamson County.

As Williamson County continues to grow and develop, proactive planning is important to ensure that departments and works groups are working towards similar goals and objectives. The planning process can help County leaders in preparing for the implementation of infrastructure, parks, economic development, medical facilities, and other services. Therefore, County departments working in conjunction with one another will, in general, help leaders maintain and/or improve the overall quality of life in Williamson County.

The County has adopted Master Transportation and Parks plans. In addition, the Emergency Management Services (EMS) and Purchasing departments have also developed strategic plans. These documents are examples of departmental strategic plans which are living documents, utilized to guide the long term growth of the county and ensure that County goals are obtained. Each plan should ideally feed into the overall goals and objects of the County. This type of planning and preparedness will support the County's efforts in transparency and efficiency.

### Goal 2.1: Develop and institute strategic and work plans in County departments and work groups.

Developing strategic and works plans will ensure that all County departments are striving to meet goals and objects in conjunction with the overall mission of the County. In this effort, each department should work to develop an annual work plan outlining the projects that coincide with overarching goals of Williamson County.

### Goal 2.2: Create a short- and long-range Facilities Plan to provide detailed guidance for the development and expansion of the County's facilities.

The Facilities Plan will provide a detailed road map to help guide a current and future county leadership plan, acquire and build facilities to meet the needs of its citizens which include facilities that are 1) accessible and convenient to the general public; 2) safe and efficient for the employees of the county; 3) sustainable, energy efficient; with low O&M costs and 4) as necessary and feasible enhance customer service by aligning departments in each precinct close to one another.

#### Goal 2.3: Implement and update strategic plans adopted by the County.

The strategic planning process is ongoing and continual. Each department should update any work or strategic plans to ensure that goals are obtainable and in conjunction with overarching County goals. Any plans adopted or accepted by the County should be reviewed and updated to ensure that the work plan falls within the scope of current objectives of Williamson County leaders.



#### PLANNING IMPLEMENTATION GUIDE

Goal 2.1: Develop and institute strategic and work plans in County departments and work groups.

Object	ive	Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
	Encourage	2.11.1	Identify departments with the need for a strategic plan.	D	2011	2011		
2.11	departmentalstrategic or	2.11.2	Conduct needs assessment for each department	D	2011	2011		
		2.11.3	Facilitate a planning work session to outline departmental goals and objectives.	D	2011	2012		n/a
	Ensure that plans are consistent with Countywide efforts	2.12.1	Provide departments with County- wide goals and objectives annually.	D	2011	On-Going		
2.12		2.12.2	Update strategic and work plans on an annual basis.	D	2011	On-Going		

Goal 2.2: Create a short- and long-range Facilities Plan to provide detailed guidance for the development and expansion of the County's facilities.

Obje	ctive	Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
		2.21.1	Update/fact check existing GIS inventory of facilities	D	2011	2011	Senior Director of Infrastructure	
	Facilities Plan: County requires	2.21.2	Update/fact check existing GIS inventory of County land holdings.	D	2011	2011	Senior Director of Infrastructure	
			Conduct needs assessment for each department	D	2011	2012	Senior Director of Infrastructure	
2.21	clear, written plan for	2.21.4	Determine best combination of departments, which should logically be housed together.	D	2011	2012	Senior Director of Infrastructure	n/a
	developing facilities	2.21.5	Develop short- and long-range detailed plan for facilities	D	2011	2012	Senior Director of Infrastructure	
		2.21.6	Update on an annual basis.	D	2012	On-going	Senior Director of Infrastructure	

Goal 2.3: Implement and update strategic plans adopted by the County.

Obje	ctive	Solutio	on/Action	FY Priority	FY Start	Completion	Person/ Committee Responsible	Financing Method
2.31	Plan, build, maintain and operate a road network with a high Level of Service.	2.3.1	Implement Transportation Plan	N	In- progress	Long-term	Court/Staff	Infrastructure/ Bonds/ COs
2.32	Plan, build, maintain and operate a parks system with a high Level of Service.	2.32.1	Implement Parks Plan	N	In- progress	Long-term	Court/Staff	P&R/ Bonds CO
2.33	Develop a Disaster Recovery Plan to guide the resumption of county activities in case of emergency.	2.33.1	Business Resumption and Recovery Plan	N	2011	2013	Court/ Staff/ Consultant	County

Notes:

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#### 3. Human Resources

Vision: Williamson County provides for cost-effective, efficient and timely services through a knowledgeable, well-trained, professional staff.

Williamson County employees are the face of the county government. The services they provide to the public translate directly to how the public views county government. The category, Human Resources, incorporates all activities related to the recruitment, hiring, duties, policies, safety, and organization.

There are three primary concerns derived from the interviews 1) Do employee job descriptions correctly match their current duties and, if so, are they being paid a fair or market rate for those duties? 2) Are staffing levels adequate to address population growth and other changes? And, 3) Does the organizational structure of County departments provide for the most efficient, cost effective deployment of labor?

### Goal 3.1: Provide exceptional services to the public by retaining well-trained, committed employees.

The County HR Department is working to create better access to information and leadership training so that employees can provide exceptional services.

### Goal 3.2: Develop an efficient, low-cost process for hiring and recruiting talented, skilled employees.

Many counties and large organizations are moving towards web based hiring and recruiting. By doing so, the county reduces paper work, increases access to a broader talent pool and stream lines the hiring process.

#### Goal 3.3: Ensure County departmental organization structure is costeffective and efficient.

Ensuring departmental organizational structure is efficient, is a priority for the Commissioners Court. Objectives include reducing the number of direct reports to the judge, ensuring departmental metrics are being met, and developing departments that specialize in specific county functions.

#### **HUMAN RESOURCES**

Goal 3.1: Provide exceptional services to the public by retaining well-trained, committed employees.

Objec	tive	Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
3.11	Enhance employee access to HR information online through County intranet	3.11.1	Upgrade/redesign the HR space on the county's intranet site to provide employees information on Total Compensation, Wellness Reports, and other information.	D	2010	2011	Human Resources	
3.12	Ensure all employees utilize leadership and training opportunities	3.12.1	Implement leadership training for all employees	D	2011	2011	Human Resources	
3.13	Utilize Oracle and other software to create efficiencies in HR	3.13.1	Utilize Oracle Compensation Workbench Module to incorporate merit awards and cost-of- living changes in compensation	D	2012	2015	Human Resources / ITS	County

#### **Human Resources**

Goal 3.2: Develop an efficient, low-cost process for hiring and recruiting talented, skilled employees.

Obje	ctive	Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
3.21	Enhance an on-line hiring application	3.21.1	Utilize on-line hiring tool to provide other counties with information regarding job descriptions	N	2010	on-going	Human Resources	HR Budget
	recruitment	3.22.1	Identify pools of talented and qualified applicants for each job description.	N	2010	on-going	Human Resources	HR Budget
3.22	opportunities to seek talented and qualified applicants.	3.22.2	Develop a strategy for recruiting identified talent.	N	2010	on-going	Human Resources	HR Budget

#### **Human Resources**

Goal 3.3: Ensure County departmental organization structure is cost-effective and efficient.

Obje	ctive	Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
	Establish internal training	3.31.1	Train staff in URS for internal GIS project and database management	D	2010	2012	URS	na
3.31	programs to develop needed expertise within departments.	3.31.2	Develop training opportunities to ensure job retention, competency, and professional development	D	2010	2012	URS	na
3.32	Ensure employees understand	3.32.1	Annually update and review policies, procedures, and employee guides/manuals to ensure staff meets job expectations and requirements.	N	2011	On-Going		
3.32	expectations and requirements of job titles.	3.32.2	Based on updated policies and procedures, develop or update departmental metrics (to ensure job performance).	N	2011	2012		
	As needed, adjust the County	3.33.1	Reduce the number of direct reports to the judge (as needed).	D	2012	2012	HR and Judge	na
3.33	organizational chart to ensure efficient reporting and work flow.	3.33.2	Develop departments that specialize in specific county functions.	D	2012	2012	HR and Judge	na

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#### 4. Policy and Development

Vision: Williamson County's policies and development plans ensure the greatest amount of efficiency, transparency, and accountability within each department of the county.

The category *Policy and Development* contains objectives that aim to meet county goals through changes to or adoption of new policy and development changes. This category captures objectives that do not easily fit in the other four categories, but do forward policy objectives for the County including: 1) Transparency; 2) Fiscal Conservatism; and 3) Customer Service.

The use of the term *transparency* refers to the ability of the public to access information held by the County. One long-term objective that would enhance transparency is posting all county payments on the World Wide Web. This would enable tax payers greater access to county information on expenditures. This is already being done on the state level and very well may be mandated for other levels of government in the near future.

### Goal 4.1: Adopt procedures to enhance customer service, transparency, and efficiency of county functions.

An excellent customer service is a goal for the County. Many citizens interact with the County via phones so an easy-to-use, effect phone interface between the county and its citizens is an important objective. A review of how phone calls are currently handled and providing new protocol to improve this important element of customer support should be undertaken. In addition, a review of records management and retention policies should be undertaken in order to ensure transparency as well as to ensure all statuary requirements are met.

### Goal 4.2: Adopt policies and programs to develop the economic base of the county by developing a County Economic Development Initiative.

A healthy, vigorous economy is a very important part in the quality of life within Williamson County. Local and regional government economic development efforts play an important role in sustaining the economy. Currently, volunteer and elected representatives from Williamson County work with the cities' professional economic development staffs on economic development efforts. In the future, Williamson County would like to create a paid position to do this work.

### Goal 4.3: Lower energy costs through conservation and alternative energy sources.

It is important to the county to be an environmental leader; however, meeting environmental goals should also make financial sense. So programs and policies changes to enhance environmental stewardship must make a business case providing positive cost-benefit before implementation.

### Goal 4.4: Plan and expand the capacity of the court system to meet growing workload.

Within the next 5 years the District Attorney's Office sees the need for a new District Court. This would also mean additional staff and resources. In the long-term, there will be a need for additional civil and district courts as well as staff and resources.



#### POLICY and DEVELOPMENT

Goal 4.1: Adopt procedures to enhance the transparency and efficiency of county functions.

Object	Objective		on/Action	Priority	FY Start	FY Completion	Responsible	Financing Method
	Ensure citizens phone access to County departments by using the best use of technology and enhancing internal	4.11.1	Form a committee to develop communications assistance.	N	2011	2012	County Judge, Departments, and IT	NC
4.11		4.11.2	Promote the internal use of voice mail and develop voice mail protocol.	D	2011	2011	HR	NC
	communications.	4.11.3	Develop and publish specific voice mail policy in employee handbook.	D	2011	201	HR	
	Review and adopt policy (where appropriate) for the best use of technology to enhance internal communications.	4.12.1	Form a committee to develop communications assistance.	N	2011	2012	County Judge, Departments, and IT	NC
4.12		4.12.2	Promote the internal use of voice mail and develop voice mail protocol.	D	2011	2011	HR	NC
		4.12.3	Develop and publish specific voice mail policy in employee handbook.	D	2011	201	HR	

## Growth

Goal 4.1: Adopt procedures to enhance the transparency and efficiency of county functions (Continued).

Objective		Solution/Action		Priority	FY Start	FY Completion	Responsible	Financing Method	
4.13	Review policy requiring department heads to acquire	4.13.1	Review policies of other Texas counties.	D	2011	2011	Judge's Office	NC	
4.13	commissioners' court approval for line item transfers.	4.13.2	Discuss and vote for changes in current policy at commissioner court.	D	2011	2011	Court	NC	
444	Review and amend records management	4.14.1	Create a task force to provide ecommendations for records nanagement county-wide.	2011	2012	ITS/All Depts Heads/ Elected Officials/	NC		
4.14	and retention policies.	4.14.2	Discuss and consider adopting changes.	D	2011	2012	ITS/All Depts Heads/ Elected Officials/	NC	
4.15	Make the budget process easier to manage and understand as well as more effective.	4.15.1	Write and implement policies and procedures to aid in the annual budget process.	D	2011	2011	Budget Officer	NC	

Goal 4.2: Adopt policies and programs to develop the economic base of the county by developing a County Economic Development Initiative.

Object	Objective		Solution/Action			Completion	Person/ Committee Responsible	Financing Method
4.21	Consider a county-wide Economic Development effort for Williamson	4.21.1	Research and identify best- practices for county-wide economic development.	N	2011	2011	County Judge and Staff	County
	County.	4.21.2	Create a work group or committee to guide the economic development effort.	N	2011	2011	County Judge and Staff	County
4.22	Develop and institute Economic Development plan for Williamson County.	4.22.1	Identify goals, objectives, and a mission to be met through the economic development within Williamson County.	D	2011	2012	County Judge and Staff	County
		4.22.2	Hire an economic development professional to carryout the Williamson County Economic Development Plan.	D	2012	On-going	County Judge and Staff	County

Goal 4.3: Lower energy costs through conservation and alternative energy sources.

Object	Objective So		Solution/Action		FY Start	FY Completion	Responsible	Financing Method
4.31	Develop Energy Management program to guide energy policies	4.31.1	The county currently has a energy management program; however, there is potential for greater cost savings through a vigorous application of energy management, which would require dedicated staff to implement. Discuss and develop a business case for the hire.	D	2010	2011	Senior Director of Infrastructure	Facilities Budget
4.32	Implement projects to reduce energy consumption.	4.32.1	Review potential energy conservation options.	D	2011	on-going	Senior Director of Infrastructure	Facilities Budget
4.33	Promote the use of alternative fuels and conservation county fleet	4.33.1	Where appropriate and feasible convert county fleet to run on propane.	D	2010	on-going	Senior Director of Infrastructure	Grants/Fed/ County

Goal 4.4: Plan and expand the capacity of the court system to meet growing workload.

Objective		Solution/Action		Priority	Start	Completion	Person/ Committee Responsible	Financing Method	
4.41	Maintain efficiency of District Court to meet growing work load	4.41.1	Add a new District Court	M	2010	2014	District Attorney	County	

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## Appendix: Interviews

Action	Page	Priority	2010	2011	2012	2013	2014	Long- Range
TECHNOLOGY								
Public Safety Technology Project	7	М						
Complete RFP for PSTP	36 & 44	M						
Computer Aided Dispatch	3	М						
Develop a web interface for users of the ticket system	19	М						
Paperless ticket citation - palm pilots for police	19 & 23	М						
New emergency operation center (FACILITIES)	36	M						
Develop and implement "On-line jury system".	18							
	11, 13 &							
Convert to all county departments to Odyssey	16							
Implement ubiquitous scanning & imaging records management	15 & 16							
Provide for citizen payments via the internet.	5							
Implement E-filing of court documents.	32							
Juvenile case management system	36							
Improve county website by making it more interactive	37							
FACILITIES								
Develop a Facilities Plan	26	N						
Move the Veteran Services from Taylor to Round Rock	8							
Construct a new building for the Tax Accessory								
Construct new building for the recreation department	21							
Move the J.P. Precinct #4 into the old recreation department								
building.	21							
New emergency operation center	36	M						
Justice Center Expansion & Reconfiguration:	8							
Expand Jail facilities with in next 5-years	46	М						
Add office space for County Attorney's Office	11	N						
Add office space for District Attorney	16	N						
Add office space for District Clerk's Office	18	N						
Unified precinct #4 facilities	10							
Acquire additional land at Precinct #4 Rodeo Arena & expand the	10							

## **Appendix A: Interviews**

Action	Page	Priority	2010	2011	2012	2013	2014	Long- Range
arena	1 age	THOTILY	2010	2011	2012	2013	2014	ixange
arena								
HUMAN RESOURCES								
HR Computerized - On-line recruiting and application tool (requested FY 2010 budget)	3 & 35							
Review and adopt HR policies such as sexual harassment policy.	24							
Compensation analysis to compare salaries	35 & 24							
Restructure and reclassify personnel job descriptions	21							
POLICY								
Review and discuss policy mandating departmental line item transfers requiring commissioners' court approval	23							
Consolidate county's credit card use to one processing company	8							
Review and discuss records management and retention policies for all departments	27							
Treasurer's office should manage all county funds	27							
Develop and implement an Energy Management Program	32							
Develop a phone bank for the Tax Assessor - collector	29							
Initiate spay/neuter program for stray and feral cats	48							
GROWTH								
Hire Economic Developer	3							
Implement park and transportation plans	5							
Freeport exemption	7							
Implement Housing Plan								
Additional District Court of Law	16							
Hire a Forensic Computer Analyst	16							
Establish Mental Health Court	50							
Separate mental health facility for juveniles	50							
Handicap parking violation unit (volunteer)	40							
STAFF REQUESTS:								

Action	Page	Priority	2010	2011	2012	2013	2014	Long- Range
Additional staff beyond the court: Probation & Community								
Supervision	15							
One new staff to cover phones - County Court at Law	15							
Additional county IT support staff - District Attorney	16							
Additional staff - District Clerk	18							
Two additional staff - Justice of the Peace	21							
Full time on site deputy	23							
Hire intern to "part-time" permanent employee, eventually full-time	37							
4 additional staff members are needed now	38							
2 additional staff members in 2013-15 to keep up with growth	38							
3-5 Deputies and 1-3 support staff in the next 5 years	40							
an additional 2-3 Deputies and 2 support staff 10 years out	40							
Two staff for mobile outreach	44							
Two additional deputies - to match staffing in other precincts	40							
Additional emergency operations staff in 2-3 years	44							
2-3 additional staff to manage expansion	52							
1 Maintenance Crew, 2 – 4 Engineering staff, 2 – 4 for hauling								
crew in next 2 – 3 years	53							

## County Leadership



## County Judge Dan Gattis

#### Office/Department Overview:

The mission of the Williamson County Judge's office is to provide the leadership to keep the county growing and improve the efficiency and professionalism of department heads and elected officials. He is also the day-to-day administrator of Williamson County.

#### **Priorities:**

- 1. Improve efficiency of Williamson County government (e.g. through technological improvements).
- 2. Improve professionalism of Williamson County government.
- 3. Develop a strategic plan and mission for the county.
- 4. Work with the cities in Williamson County to create a good environment for economic development.

## **Short-term Objectives**

Objective A:

Impact: The impact of all of Judge Gattis' priorities would be efficiency. It would be measurable by each department's goals and internal services.

#### **Resource Needs:**

- Equipment-related needs include computer and technology improvements.
   Some examples include computer-aided dispatch (CAD), which would tie all dispatch, courts, law enforcement together; and Odyssey. Human Resources will be all computerized. Inventory will be tied electronically to each employee.
- An economic development position to be housed within the County Judge's Office. He wants to help cities – not get in their way. This position is a short-term need. The Judge will put it in the FY 10-11 budget, if not sooner.

## Long Range Goals/Vision:

There is a need to restructure or reorganize the County to increase efficiency and effectiveness. There should be fewer direct reports to the County Judge. He'd like to use training and professional development to increase the professionalism of the staff.

The Judge would like to do some benchmarking with other counties (e.g., Fort Bend, Montgomery, Harris, Dallas, and Bexar) to see what Williamson County can learn from the way those counties do things.





## Office of County Commissioner, Precinct #1

Lisa Birkman

**Office/Department Overview**: To deliver services to the citizens of Williamson County in a cost effective, efficient way. To set the tone that Williamson County is friendly to families, businesses and provides for managed growth.

#### Priorities:

- 1. Manage the county's budget and contract oversight so that an increase in the county's tax rate is not required.
- 2. Maintain the current low crime rate within the county.
- Promote economic development to create a diverse economic base so that in perception and reality Williamson County is not a bedroom community.

## **Short-term Objectives**

Objective A: Develop a county-wide comprehensive plan.

Impact: A comprehensive plan provides a policy guide to the commissioners' court that – through extensive public input – identifies and, prioritizes citizens' goals for the county.

Objective B: Adopt a county budget that meets the needs of the citizen but keeps the tax rate steady.

Impact: Low taxes will provide an incentive for businesses and families to relocate to Williamson County as well as retain current business and residents.

Objective C: Continue to improve quality of life by improving infrastructure.

Impact: The County has developed strategic plans for the development of the transportation and parks systems to guide efficient development of these assets. In addition, the county needs to add to its own facilities to ensure there is adequate capacity for its departments to provide county services.

Objective D: Work with state on Public and Mental Health Services

Impact: By working with government agencies and non-profits the County will be able to leverage its resources to meet the growing demand for healthcare services.

Objective E: Continue to improve law enforcement and public safety services within the county.

Impact: Capital improvements for equipment to public safety departments will reduce response time and improved quality-of-service.

### Long Range Goals/Vision:

- Modernization through computer technologies by making more county functions paperless or on the internet.
- Provide for citizen payments via the internet. By doing this the county can increase collections, reduce staff time and improve the quality of service for the county's residents.





## Office of County Commissioner, Precinct #2 Cynthia Long

#### **Office/Department Overview:**

The Commissioner's Court is the "policy board" for the County. It also sets the budget. The Court exists to provide public services with honesty, integrity and dynamic leadership for the citizens of Williamson County.

#### **Priorities:**

- 1. Implement priority road projects in Master Transportation Plan.
- 2. Implement Public Safety Technology Project (PTSP) and add interfaces to major cities within 4 years.
- 3. Add \$1 billion (in 2 years) to the tax base through economic development, thus creating new jobs in the county.
- 4. Bring the Freeport Exemption to the county.

#### **Short-term Objectives**

Objective A: Implement road projects as noted in the Master Transportation Plan

Impact: Reduce congestion and commute time and increase safety on the County roads.

Objective B: Implement the PTSP

Impact: Reduced emergency response time, improve reporting and coordination of first responders responses across the County.

Objective C: Economic Development

Impact: Increased tax base and develop more job opportunities for County residents.

#### **Resource Needs:**

- Approval by voters for future bond programs
- Need to identify funds for the PTSP interfaces from county to each city
- An economic development focus in the county

#### **Long Range Goals/Vision:**

Improve effectiveness and efficiency through the deployment of technology.



## Office of County Commissioner, Precinct #3 Valerie Covey

### Office/Department Overview:

The Commissioner's Court is the executive board for Williamson County. It makes financial decisions, budgets, and lets contracts. In addition to these duties, Commissioner Covey addresses constituent needs, serves on the mental health committee, LANAC state oversight for Health and Human Services, provides support for and care of Williamson County troops, and deals with habitat issues.

#### **Priorities:**

- 1. Get all Precinct 3 offices under one roof (preferably on Inner Loop).
- 2. Move Veteran's Services from Taylor.
- Restructure the county departments (have fewer at the top; group and organize better)

## **Short-term Objectives**

Objective A: Co-locate Precinct 3 Building.

Impact: The impact would be measured in customer convenience. This would also get downtown land and buildings back on the tax rolls. It would help reach economies of scale (e.g., IT support, cleaning staff, etc.)

Objective B: Move Veteran's Services from Taylor to Georgetown.

Impact: See above impact.

Objective C: Restructuring County Departments

Impact: Restructuring County Departments would create efficiencies in the application of information technologies; unify services and departments, eliminate pockets in the county's organization. For example, the county could use just one credit card processing company rather than several different ones.

**Resource Needs:** While asset tracking is currently in the budget, it might require another allocation to complete. It will take money to build a Precinct 3 Annex (long-term goal), and the desire to work smarter and reduce or not grow staff.

**Long Range Goals/Vision:** A Precinct 3 Annex building that would house all Precinct 3 functions (on Inner Loop).



## Office of County Commissioner, Precinct #4 Ron Morrison

Office/Department Overview: Serve the citizens of Williamson County in a diverse precinct that is very urban in the western area and very rural in the east. Precinct #4 also that contains over ½ the County road miles ~ 800 miles

#### **Priorities:**

- 1. Maintain quality infrastructure stay ahead of growth through good planning and provision of infrastructure.
- Economic Development: One goal for economic development is opening up land for business development at the land fill. The County can facilitate this by working towards providing the needed infrastructure in that part of the county.

## **Short-term Objectives**

Objective A: Restore historic farmhouse near landfill.

Impact: Remodel the farmhouse at the landfill to be a showcase and interpretive area for green building, agriculture & Williamson County history as well as house an office for Precinct #4 commissioner.

Objective B: Large pavilion and fairground in Taylor (5 years or so)

Impact: Develop additional meeting space, facilities for tourist and business space through adding approximately 30K sq feet to the rodeo arena/fairgrounds in Taylor.

#### Long Range Goals/Vision:

- Co-locate County facility in one area within each precinct (e.g. Cedar Park).
- Efficient and low emitting County fleet. Continue the program of converting county fleet vehicles from gas to propane.
- Reduce unfunded mandates from state to county governments.

Staff Needs: None identified at this time.

#### Courts



# County Attorney Jana Duty

## **Office/Department Overview:**

The mission is to provide all legal services to county government and state agencies in Williamson County. They handle all misdemeanor prosecution, traffic, juvenile (both criminal and misdemeanor), civil, child protective services representation, protective orders, hot checks, mental commitments, bond forfeiture, and handle calls from law enforcement 24/7.

#### **Priorities:**

- 1. Keep up with an increasing workload by identifying and implementing strategies to increase efficiencies.
- Go paperless using Odyssey system (this will help increase efficiency). Could repurpose 1 staff to help in other areas.
- 3. Get laptops with docking stations (add incrementally).
- 4. Stay extremely professional in the courtroom and use technology during cases.

#### **Short-term Objectives**

Objective A: Keep up with increasing workload.

Impact: The impact would be the increased safety of Williamson County residents. An additional impact would be that adding an additional court could be delayed.

Objective B: Going Paperless & Laptops

Impact: The impact would be that red tape would be cut and wait time would be reduced.

#### **Resource Needs:**

The County Attorney's Office has had a long-standing need for additional building space for personnel (especially if another court is added). The office will also need additional staff proportionate to case load increases. They need equipment such as document scanners and laptops with docking stations.

## Long Range Goals/Vision:

TxDOT is currently not reporting people who aren't paying tolls. When they do start reporting them, the County Attorney's Office will have to handle those cases. It is impossible to predict what the Legislature will do that could impact caseload and administrative support. They appreciate the quality of the Williamson County facilities and don't want to see that diminished.





## **County Clerk**

Nancy Rister

Office/Department Overview: The County Clerks office records all legal instruments of the county. The Clerk attends all regular and special meetings of the County Commissioners Court to take minutes of those meetings. The County Clerk files criminal, civil and probate cases in the County Courts at Law and collects all judgments from these courts.

#### **Priorities:**

- 1. Convert department to "Odyssey" software to enable all county clerk departments to have modern data management technology.
- 2. Implement "E-filing" in the county courts.
- 3. Upgrade to next generation of records recording software.
- 4. Coordinate with State to implement electronic fingerprinting.

#### **Short-term Objectives:**

Objective A: Complete conversion to Odyssey.

Impact: Odyssey will create data management efficiencies (storage, processing, and office supply purchases). Without new technology and upgrades, growth will create inefficiencies and higher costs. With growth there will be more data management and document processing needed, but without new technology, processing will be slower, and backlogs could occur and processing costs will be higher.

Objective B: Replace PCs and equipment on a scheduled basis (SOP)

Impact: Insure that hardware (PCs, printers) meets capacity requirement of software and provide staff with trouble free service.

Objective C: Implement E-Filing (within 3 years)

Impact: E-Filing will build case load efficiencies (storage, processing, and office supply purchases). Without new technology and upgrades, case load growth will create inefficiencies and higher costs. With growth there will be more court cases and document processing needed, but without new technology, processing will be slower, and backlogs could occur and processing costs will be higher. E-Filing will enable restricted access.

Objective D: Continue Archiving of records projects (deed records, vital statistics, etc.).

**Long Range Goals/Vision**: Coordinate with State on the implementation of electronic fingerprinting technologies.



### County Court at Law #1

Judge Brooks

**Office/Department Overview**: The County Court of Law One has jurisdiction over cases that involve criminal misdemeanor charges, family cases involving divorce, child custody and child support and family cases that involve removal of children from parent(s) or guardian(s) because of allegations of abuse or neglect.

#### **Priorities:**

- The Court and staff work with many other departments such as District Clerk, County Clerk, County Attorney's Office, Magistrate's Office, Jail, Probation, Attorneys and the public. It is crucial for the court to have the appropriate equipment and staff to carry-out its responsibilities and service to the public.
- Consider adding one (1) new staff to answer telephone calls from the public and handle administrative responsibilities so current staff can focus time on court dockets, scheduling of cases and other duties. It is very possible the new staff member could answer phone calls and perform general administrative duties for all the county courts at law.

## **Short-term Objectives**

Objective A: Add staff to support department to meet growing workload.

Impact: Adequate staffing will allow for more efficient and effective processing and scheduling of criminal and family cases filed in County Courts.

Objective B: Provide software, hardware and training to enable digital scanning of documents for the court and interface between the current departments through Odyssey.

Impact: Increase productivity with the current staff.

**Long Range Goals/Vision**: A new County Court may be needed to handle rising caseloads as the Williamson County population grows as anticipated by current predictions.

**Staff:** Additional staff member for public inquiries and information, perhaps centralized for all County Courts to reduce direct calls to individual courts and handle general questions for all county courts.



## **District Attorney**John Bradley and Jana McCown

### **Office/Department Overview:**

The District Attorney's Office handles all felony criminal cases for the county (1800/year), while the County Attorney handles the misdemeanor cases.

#### **Priorities:**

- 1. Create a new District Court within 5 years (by 2012 or 2014 at the latest).
- 2. Consolidate juvenile prosecution into the District Attorney's Office.

## **Short-term Objectives**

Objective A: The DA is concerned about Odyssey and its support over time. The office believes that it should be implemented county-wide in all offices and departments.

Impact: County-wide implementation of Odyssey will increase department to department document sharing, reduce data entry redundancy and improve records management.

Objective B: There is a big need for digitized records.

Impact: Imaging will improve efficiency.

Objective C: There is a real need for more information technology (IT) staff/support (Roughly 11 staff for 1100 county employees). The District Attorney's Office feels more pressure to add staff for IT support internally due to lack of county IT staff.

Impact: Increasing IT staff will ensure that technologies work correctly increase staff efficiency and other goals.

Objective D: There is a need for a forensic computer analyst due to the increase in high tech crimes.

Impact: A computer analyst would reduce cost and result waiting time by eliminating outsourcing services.

### **Resource Needs:**

<u>5-10 years:</u> Within the next 5 to 10 years, the District Attorney's Office sees the need for 1 new District Court. This would create the need to add 3 new prosecutors, 1 investigator, and 1 support staff. This would help to maintain

efficiency by balancing court days and office days. They need additional laptops for personnel to aid/support a digital or paperless system.

 $\sim$  10 years +: Within 10+ years, the District Attorney's Office would like to bring in juvenile prosecution and consolidate the County Attorney's and District Attorney's offices.

\*\*\* This would happen only if it is needed and if all parties agree.

**Long Range Goals/Vision:** Office space will be an issue in 10 years, but they are okay until then.





## **District Clerk** Lisa David

**Office/Department Overview:** The District Clerk provides services such as record keeping to the District Courts as well as for the four County Courts at Law for family cases.

#### **Priorities:**

- 1. Secured storage for records and evidence.
- 2. Space expansion additional office space for new staff coming in to already crowded space.
- 3. Implementation of the on-line jury system.

### **Short-term Objectives**

Objective A: Go live with the on-line jury system.

Impact: The system will streamline process for procuring juries as well as being more customer friendly.

Objective B: Additional storage for case evidence, records, etc.

Impact: The additional storage space will allow the Clerks office to hold evidence for longer periods of time.

Objective C: Need additional office space

Impact: Room for more employees and a new court (if needed).

**Long Range Goals/Vision:** More space, better public understanding of role of District Clerk.

**Staff:** 2 staff (scanning clerks) in next 2 – 3 years



## Justice of the Peace, Precinct #1 Judge Dain Johnson

**Office/Department Overview:** The mission of the Justice of the Peace's office is to uphold the law.

#### **Priorities:**

- 1. Modernize public's interface with the county's ticketing system (web based).
- 2. Modernize officers' interface with the ticket system (hand held palm pilots that allow for data to be entered directly into database).
- 3. Modernize and expand public interface with the court system to provide resources such as rules, directions and education.

### **Short-term Objectives**

Objective A: Develop a centralized database that can be utilized by all the courts and DPS.

Impact: The database can house all the information that must be accessed between county courts and law enforcement departments. Streamlining the input and downloading process will reduce staff time and increase the speed of processing cases.

Objective B: Develop a web – based interface for county citizen to access their cases and other information.

Impact: Providing easy access to citizen with information regarding their cases will increase collections, speed up process of cases, and improve citizens' knowledge about the court system.

Objective C: Purchase hand held palm pilots for the sheriff's department to modernize officers' interface with the ticketing system.

Impact: By providing the equipment so officers can input ticket information directly into the database will greatly increase the speed tickets are processed.

## Long Range Goals/Vision:

- In one year tickets given on toll roads will be the responsibility of the county. This is going to greatly increase the load on the J.P.s docket. Therefore, any efficiency that can be gained through the implementation of web based technologies will help the J.P meet this demand.
- Providing a user-friendly web interface for citizens is a long range goal for the J.P.s office. The interface should easily allow people to access documents, rules, payments, and directions. This will reduce the backlog of cases in the court.
- Bring all the J.P. offices to consensus regarding what type and how to use technology to improve law enforcement in Williamson County.

**Staff:** The emphasis on modernization is not in order to eliminate staff, but to increase the effectiveness and efficiency of staff. As noted above the workload of the J.P.'s office is going to increase. Modernization may be a cost effective way of meeting the demand compared to increasing staff.





## Justice of the Peace, Precinct #2 Edna Staudt

## **Office/Department Overview:**

The Justice of the Peace presides over criminal and civil justice courts and small claims court. Judge Staudt handles cases including criminal and civil, traffic, juvenile, drugs and alcohol, evictions, legal disputes up to \$10,000, acts as coroner and oversees unexpected deaths, truancy, weddings, and community needs (e.g., lock outs, death threats, warrants, etc.).

#### **Priorities:**

- Acquisition of electronic equipment and software to accommodate paperless ticket citations, paperless files, and the networking of county offices.
- 2. Provide an informational newsletter to the community.
- 3. To restructure and reclassify personnel job descriptions.
- 4. Expansion of facilities (would like to take over the Parks and Recreation Department's space when they move out).

## **Short-term Objectives**

Objective A: Above priorities.

Impact: The impact of all the above priorities would be that the cost to increase and train personnel will decrease. Trained personnel would be retained. Accuracy would be enhanced. The public will be more informed of their rights, their options, and the laws they are expected to be in compliance with, thereby decreasing the public's hostility to county offices.

Resource Needs: Software, scanners, computer equipment, and personnel. The need for additional personnel (currently asking for 2) has been consistent for the past 15 years; however, upon the installation of a paperless system and electronic filing, the total amount of personnel will be decreased. The expansion of the office by acquiring the space currently occupied by the Parks and Recreation Office.

#### **Long Range Goals/Vision:**

- The pay and workload are tough. The J.P.'s office can't keep employees for as long as they'd like because of both.
- Eventually Williamson County will need a Medical Examiner (within the next 10 years).



## Justice of the Peace, Precinct #4 Judge Judy Hobbs

**Office/Department Overview:** Uphold the Constitution and Serve the people of Texas with equal justice under the law.

#### Priorities:

- 1. Increase safety for staff by making improvements to the front waiting area.
- 2. Enlarged the front waiting area.
- 3. Assigned a deputy to the Court for security and warrant research.

## **Short-term Objectives**

Objective A: Make improvements to the front waiting area of the JP's office.

Impact: Safety and health of staff is protected.

Objective B: Enlarge the front waiting area of the JP's office.

Impact: Better service to citizens, enhanced security.

Objective C: Assigned a deputy to the Court for security and warrant research

Impact: Improve security and faster warrant research will lead to catching more people with warrants.

#### **Long Range Goals/Vision:**

- Increase staff as needed to meet growing needs;
- Electronic ticketing for officers;
- Change the policy of budget management regarding Commissioner's oversight. Specifically, eliminate the requirement for Commissioner's Court approval for line item transfers.

#### Staff:

- One (1) full-time on site deputy;
- Additional staff to provide more efficient processing (not just in JP office, but at County Attorney).

## **Public Safety**



## Constable, Precinct #1 Robert Chody

### **Office/Department Overview:**

The mission is to serve all civil and criminal processes for the JP courts. Civil is the constable's primary area.

#### **Priorities:**

- Establish handicap parking violation unit (like the one in Travis County).
   This is a volunteer-based group that is provided with training and a ticket book, and charged with citing parking violators.
- 2. Work with the US Marshals to find and arrest federal warrants.
- 3. Bring staffing level up to match other Constable's offices in Williamson County.

## **Short-term Objectives**

Objective A: Handicap Parking Violation Unit

Impact: The impact would be a visible deterrence to an overlooked issue.

Objective B: Work with US Marshal's Office

Impact: Remove dangerous, high-crime people off the streets.

Objective C: Increase Staffing Level

Impact: The impact would be that the Precinct 1 Constable's Office would be able to handle the same amount of workload and provide the same level of services to Precinct 1 residents as other Williamson County precincts.

**Resource Needs:** The Precinct 1 Constable's Office has requested 2 additional deputies, and believes they are still needed.

**Long Range Goals/Vision:** Constable Chody said that the precinct boundaries will likely be changing after the updated census count since the boundaries are determined by population. He feels this will reinforce his needs to have a staffing level that matches those of the other Constables.



## Constable, Precinct #3 Bobby Gutierrez

### Office/Department Overview:

Enforce the laws of the State of Texas and improve the safety and quality of life in Williamson County by:

- Serving and executing the civil and criminal process issued by all courts
- Aggressively pursuing and apprehending fugitives from justice in our region
- Providing proactive courtroom security for the justice court, and
- Protecting our environment by the proactive enforcement of environmental statutes.

#### **Priorities:**

- 1. Improve and expand warrant fine and fee collection services.
- 2. Increase fugitive apprehension of dangerous offenders.
- 3. Improve proactive enforcement of environmental crime cases.
- 4. Maintain our current prompt and high level civil process cases service and execution.
- 5. Expand our community outreach through child ID programs.

## **Short-term Objectives**

Objective A: Warrant fine and fee collection

Impact: Improve collection of fine and fee amounts by 10% - 20%.

Objective B: Fugitive apprehension

Impact: Increase dangerous fugitive apprehension by 20%.

Objective C: Environmental enforcement

Impact: Increase on-site officer initiated environmental cases by 20%.

Objective D: Community outreach/Child ID programs

Impact: To ID of a minimum of 2,000 children annually.

\*\* The Precinct 3 Constable's workload is growing by about 10%. The 20% goal will take care of current growth and make a dent in future workload increases.

#### Resource Needs:

- Precinct 3 Constable would need to remain current with, and have access to new technology (software and hardware) to locate fugitives, assets, and provide collections of fines, fees, and services through the Internet.
- Would need additional staff (3-5 Deputies and 1-3 support staff in the next 5 years; and an additional 2-3 Deputies and 2 support staff 10 years out) to maintain projected growth and workload increases in all areas mentioned above.
- Purchase of 2,000 child ID kits annually.

## Long Range Goals/Vision:





#### Sheriff

Sheriff, James Wilson Tony Marshall, Chief Deputy Robert Chapman, Asst. Chief for Law Enforcement

**Office/Department Overview**: To protect and serve the public, preserve life and property in Williamson County. And, to provide a safe environment for inmates in Williamson County jail facilities.

#### **Priorities:**

- Need new training facilities. Current training facility (Lott Center) does not meet current needs and will not meet the needs of the department over the next 5-10 years.
- Need additional office space for the department. Current office space for department is at maximum utilization-will not meet the needs of the department over the next 5-10 years.
- Jail facility will need to be expanded within the next 5 years. Williamson County jail facility is a booking facility serving several municipal and state agency (State Hwy patrol, TPWD) jurisdictions. Facility is currently sufficient for the short-term.

#### **Short-term Objectives**

<u>Objective A:</u> Expand/find additional office space. Office space is currently at maximum occupancy. Different programs/departments within the Sheriff's dept can not expand as may be required.

Impact: Sheriff Dept is largest agency of Williamson County. As growth puts additional demands on department, additional human resources may be needed (e.g. CIT has 10 officers, case load per office is 25/month). Lack of space can impede needed hiring, create organizational inefficiencies and service gaps to respond to calls and public demands.

Objective B: Need new training facility(s). Current facility is outdated and inadequate for training needs [shooting range is located at different facility, not part of training facility, and dept. needs a "driving pad" to train officers how to drive and respond to emergency situations.

*Impact:* Williamson County Sheriff's Dept has a 13 week training academy for all newly hired officers. Current facility can not accommodate current training curriculum (e.g. "driving pad") and facility is in poor condition.

<u>Long Range Goals/Vision:</u> Jail facility will need to be expanded within the next 5 years. There is space at the current jail facility to accommodate expansion.



## **Emergency Services**

John Sneed

Office/Department Overview: Manages EMS, 911, Wireless Comm (Radios), Haz Mat response, Emergency Management, Mobile Outreach (Emer. Mental Health).

#### **Priorities:**

- Maintain current response time of 7 minutes (incl. 1 minute dispatch) (nat'l standard 8 minutes) for EMS (new stations added in growing areas to maintain 1 – 20,000 ratio give or take).
- 2. RFP out for public safety tech (incl. CAD, vehicle location, records mgmt, mobile data).
- 3. Emergency Ops and Dispatch Center RFP out right now.

## **Short-term Objectives**

Objective A: Compensation issues (retention, morale). The county needs to conduct a comparative compensation study.

Impact: Attract and retain staff through comparable salaries

Objective B: Establish Radio Shop to repair and service radios

Impact: Better service for County, also revenue generator by servicing city radios.

Objective C: Internal Training for Emergency Services

Impact: More cost effective service

**Long Range Goals/Vision**: Stable funding source for Mobile Outreach Team; Fire Marshal; full time HazMat team; Decision between adding staff or continue paying overtime in dispatch

#### Staff:

- Assume addition of 1 new EMS station / year
- 2 staff short in Mobile Outreach, can't fill possibly due to salaries
- Add'l Emergency Operations staff in 2 3 year.

### **Public Services**



# **Animal Services**Cheryl Schneider, Director

## Office/Department Overview:

The Office of County Animal Services manages animal sheltering throughout Williamson County. Animal Services strives to decrease the number of animals euthanized and provide the most humane care possible to unwanted and abandoned pets through adoption, reclaim, foster home, rescue services, and public and community awareness.

#### **Priorities:**

- 1. Decrease the euthanization rate of treatable and rehabilitable animals, and decrease the intake rate.
- 2. Provide free, or low cost spay/neuter services.
- 3. Provide veterinary services for up to 2 weeks, post adoption.
- 4. Increase the number of adoptions (increase # of off-site adoptions).

## **Short-term Objectives**

Objective A: Operate shelter with sufficient staff and resources.

*Impact:* Increasing staff to properly care for the mental well being of the shelter animals as well as providing more avenues for off-site adoptions will decrease the euthanasia rate.

<u>Objective B:</u> Initiate spay/neuter program to and reduce the intake rate and need for sheltering services.

*Impact*: Reduce stray, unwanted animals

<u>Objective C:</u> Need Community Programs Coordinator to provide effective public awareness and education, recruit and manage the volunteer program, and plan special events and fundraisers.

*Impact:* Increase in public awareness and education, special events and fundraisers can decrease intake rate and over-all services cost; can help lessen the need for additional kennel space

<u>Long Range Goals/Vision:</u> [Within 3-5 years] 1) Need additional kennel space to keep up with growth in the County and resulting need for shelter services. 2) Onstaff veterinarian and technical staff.





#### **Juvenile Services**

Charlie Skaggs, Director Scott Matthew, Asst. Executive Director

**Office/Department Overview:** Williamson County's Juvenile Services (WCJS) overall purpose and goal is to provide the best intervention service that can help kids "get back on-track" to become productive members of society before they reach a point of chronic, adult criminal behavior.

#### **Priorities:**

- 1. Develop comprehensive mental health continuum of care.
- 2. Reduce "out-of-county" placement/commitment to Texas Youth Center.
- Plan for projected juvenile population growth.
- 4. Develop local specialized programming to meet the needs of juveniles and families.
- 5. Maintain confidence in the competence of our organization by outside stakeholders.

## **Short-term Objectives**

Objective A: Develop comprehensive mental health continuum of care; Establish Mental Health Court.

Impact: 1) Proper assessment and treatments applied, thereby directly addressing issues that may cause negative behavior and thus reduce inaccurate treatments and recidivism, 2) reduce out-of-county placements, increase family cohesion, 3) increase public safety, 4) increase public confidence, 5) increase ability to impact juvenile and adult crime, 6) keep budgeted tax dollars spent in the county.

Objective B: Expand existing facilities to accommodate projected growth in juvenile population and to address demands of increasing mental health cases.

Impact: Expanding existing facilities will result in: 1) Proper assessment and treatments applied, thereby directly addressing issues that may cause negative behavior and thus reduce inaccurate treatments and recidivism, 2) reduce out-of-county placements, increase family cohesion, 3) increase public safety, 4) increase public confidence, 5) increase ability to impact juvenile and adult crime, 6) keep budgeted tax dollars spent in the county.

Objective C: Recruit, develop, and retain competent, professional, "character driven staff"

Impact: Having proper staffing (trained, fair compensation, adequate staffing) will result in the following: 1) Proper assessment and treatments applied, thereby directly addressing issues that may cause negative behavior and thus reduce inaccurate treatments and recidivism, 2) reduce out-of-county placements, increase family cohesion, 3) increase public safety, 4) increase public confidence, 5) increase ability to impact juvenile and adult crime, 6) keep budgeted tax dollars spent in the county.

### Long Range Goals/Vision:

- 1) Separate mental health facility; Mental Health Court
  - a) additional funding for pharmaceuticals/psychiatry
  - b) data collection system
  - c) address gaps in services
- 2) Expand facilities
- 3) Additional administrative staff
- 4) Grant Writer to help secure funds to meet the needs as delineated
- 5) Volunteer Program and Coordinator
- 6) Vocational component to teach skills
- 7) Transitional living program
- 8) Competitive salary and benefits, for similar size department



## Parks and Recreation Jim Rogers

Office/Department Overview: Williamson County's Parks and Recreation department works to provide outdoor recreational experiences for the citizens of Williamson County. The department focuses on large, passive parks and allowing for cities to focus on sports complexes. The department has developed a Master plan which was adopted in November, 2008.

#### **Priorities:**

- 1. Expand recreational programming and offer more outdoor focused activities (currently runs softball program).
- 2. Find agricultural lands / prairie to preserve and use as park / learning center.
- 3. Create 'wish list' to begin gathering donations.

## **Short-term Objectives**

Objective A: Foster a 'Friends of the Park' type group, but needs to happen 'organically'.

Impact: A "Friends" group would be able to raise funds and awareness for parks.

Objective B: Develop additional recreational programming.

Impact: Additional programming would generate park visits and revenue.

Objective C: Wish list for donations.

Impact: Allow proved an organized and targeting approach to fundraising.

**Long Range Goals/Vision:** Develop a park focused on agricultural / prairie ecosystem; creating a Williamson County Habitat Conservation Plan; work with Fish and Wildlife Service to allow access to habitat.

**Staff** Needs: The department will require 2 - 3 additional staff in next few years to manage expansion of park system.



## **Unified County Road Administrator**Greg Bergeron

Office/Department Overview: The Unified County Road Administrator provides maintenance, project management, and engineering of County road projects; subdivision management; manages storm water program; and, assist health department with floodplain mgmt. As well the County engineer works with Inspectors for subdivision projects.

#### **Priorities:**

- 1. Develop comprehensive GIS to better manage data with internal GIS staff (not rely on IT GIS staff).
- 2. Unified system to manage and plan projects.

### **Short-term Objectives**

Objective A: Internal GIS and project mgmt system development

Impact: More effective and efficient service

Objective B: Add'l staff to meet growing demands

Impact: Better service, needed to meet growing demands

Objective C: Rapid urbanization is changing demands and expectations on the department. The URS will need to update procedures, methods, etc. to meet changes.

Impact: New training, equipment, etc. will help provide better service

**Long Range Goals/Vision**: New barns for equipment and crews, one east, one west; belly dump trucks for paving crews; move to more specialized crews.

**Staff:** 1 Maintenance Crew, 2-4 Engineering staff, 2-4 for hauling crew in next 2-3 years

1 Maintenance Crew in 5 years



## Veterans Services Donna Harrell

#### Department Overview & Mission:

Our mission, as tasked by the Department of Veterans Affairs and the State of Texas, is to provide fair and competent representation to the veterans of Williamson County, their dependents and survivors. This department also exists to provide empathy and excellence of service to these individuals, providing them with the necessary tools and representation to support their claim with the Department of Veterans Affairs, or any other Federal or State agency. To ensure that an attitude of support toward the veterans and their families is created in Williamson County, and ensuring comprehensive cooperation between County, State and Federal agencies.

#### Priorities:

- 1. Establish excellence in service to veterans, dependents and survivors through continued training, emphasis on customer service and creation of outreach programs to further the exposure of the department, to our clients, within the county.
- 2. To provide better accessibility of services to a wider range of veteran population by relocation of facilities to a more central location in the county.
- 3. Create a database system for better access to information.
- 4. To establish intradepartmental education and cooperation to ensure that those who are eligible for services receive services, avoiding duplication of effort between departments. This may include presentations to other County agencies and employees of the assistance provided by this department. This was already begun in late 2009 with the inclusion of the Veteran Services department in the implementation of the new property tax exclusion for those veterans with 100% disability.

### **Short-term Objectives**

Objective A: Establish a peer-to-peer counseling program to serve veterans of the Iraq and Afghanistan conflicts. This program, which trains other veterans to act as peer counselors, will provide an initial point of contact for these veterans to seek advice on the availability of counseling programs and to provide an outlet and help for those not willing to take the steps to traditional counseling programs.

Impact: Funding for this program has been sought from grant programs available to cover the initial startup and training costs for the program, using the *Being In the Zone* peer counseling program developed by Dr. Wayne Gregory with the

Department of Veterans Affairs. A neutral location outside a recognized counseling center is sought to diminish the stigma associated with psychological counseling. This is provided by using the veteran service offices during off-hours, in the evenings, so that employment conflicts do not interfere. This would entail participation by the department employees to provide access to the facilities, and also provide a resource for additional benefits counseling, should it be desired.

Objective B: Relocation of the County Veteran Service Office from Taylor to Georgetown to create a central location for services to clients from all areas of the county. Current location prevents access by many clients due to transportation issues. A large section of the veteran population has disability issues which make accessibility to services a key issue. A satellite office would be maintained one day per week in the Williamson County East Annex in Taylor to provide continued service to those clients in east Williamson County that have come to depend on having access to services in that area.

Impact: There would be a cost for renovation of existing space to provide secure offices, reception area conference room and secure filing room with area for expansion. The counselors deal with sensitive issues that need to have the ability to operate behind closed doors to ensure the privacy of the individual and information, in accordance with HIPPA and ADA regulations. Additional personnel would need to be hired within the next 1-2 years following relocation, due to the increase in client numbers from both the new location, but also from increased veteran population ensuing from the combat situations in Iraq and Afghanistan.

Objective C: Long range goals include the establishment of a digital data system. If this proves cost-prohibitive, an interim resolution could be a change in the filing system used for storage and retrieval of veteran claim information from the current file cabinet system to a vertical system of storage. The storage system currently in use is becoming inadequate to the needs of the burgeoning capacity. The current area of storage can only house one or two more file cabinets adequately. Clients' files must be in a secure area due to HIPPA rules and regulations relating to personal medical information.

Impact: The alternate system currently being considered would allow for a greater number of files to be housed in the area allocated for storage, with better accessibility for filing and retrieval. The initial cost of the new system and infrastructure would be offset by allowing the transfer and usage of existing lockable file cabinets by another county department, and by reduction in the amount of time spent by the administrative staff for filing and retrieval of files.

- Establish a database system compatible with the Texas Veterans Commission and Department of Veterans Affairs Systems. This will increase accessibility to data and information without having to leave the office during phone calls, and will provide better customer service by enabling the counselors to provide quicker answers to questions from phone, email or in-person inquiries.
- ➤ Establish a system to digitize existing files. This would cut the need for file storage area and increase the speed of access for data retrieval, especially

during outreach and out of office visits. A work study program temporary employee could be utilized to do the initial scanning of file documents, providing a cost savings by eliminating the need to hire an additional employee for that task. This would also enable us to transfer information between departments or with other county veteran service offices, statewide and cut postage costs by using data transfer devices instead of paper file transfers.

➤ Establish other satellite offices or outreach programs county-wide to increase the accessibility of the veteran service office to the veterans of the county. Currently, an outreach program is set up to provide service to Round Rock one day per month, utilizing space at the American Legion in Round Rock. This program could be expanded to other areas of the county, providing for greater coverage of service.

#### Staff Needs 5-Years

Currently this department maintains a staff of four: a Director, who handles all administrative duties and also serves as the County Veteran Service Officer, seeing clients and making presentations to the community; two Assistant County Veteran Service Officers and an Administrative Assistant. With the current rate of growth in the county, and the number of veterans being created by the current conflict in Iraq and Afghanistan, the current veteran population of almost 40,000 may expand by at least 50%. This will necessitate the hiring of at least two additional Counselors or Assistant County Veteran Service Officers, and possibly a second Administrative Assistant, or Receptionist.

#### Finance



## **Auditor**David Flores

**Office/Department Overview:** The Williamson County Auditor sustains financial stability within the County government by providing financial reports, anticipating claims and risks, protecting County assets; monitoring County budget to ensure it tracks; countersigning expenditures with Treasurer; keeping separate account management; developing daily and quarterly audits.

#### **Priorities:**

- 1. Sustain reserve operational cash balance.
- 2. Financial reporting analysis.
- 3. Clean 'outside audit' reports.

#### **Short-term Objectives**

Objective A: Adequate cash, positive outside audit reports.

Impact: Good County bond rating, solid fiscal position.

Objective B: Stability to tax rate.

Impact: Minimize financial tax impact on citizens.

Objective C: Maintain citizen confidence.

Impact: Citizens happy and supportive of County government and spending.

#### Long Range Goals/Vision:

- High turnover due to salary constraints, need salary review.
- HR policies need to be reviewed as they have not changed with changing work environment.
- Increase coordination efforts across various elected official departments.
- Court requests for audits of Emer. Svcs. Districts and other special districts will drive increased demand for additional staff

**Staff:** 1 part time to full time requested; automation has minimized staffing needs; 2 – 3 years should be okay



# **Budget Officer**Budget Director, Ashley Koenig

**Office/Department Overview**: The County Budget Officer is the steward of public funds and a priority of the office is to protect taxpayers. The Budget Officer sets budget recommendations for Court.

#### **Priorities:**

- 1. Draft procedures to implement budget policy adopted by Court.
- 2. Cut costs and improve efficiency across County.
- 3. Have Gov't Finance Officers Association review policy and budgets, apply for recognition / award from this group.

#### **Short-term Objectives**

Objective A: Build relationships and understanding across departments. One method is to conduct budget workshops.

Impact: Make budget process easier and more effective, allow for better coordination across departments of requests and projects.

Objective B: Establish procedures to implement budget policy.

Impact: Process in place and working to manage budget process more effectively.

Objective C: Submit budget to GFOA.

Impact: State recognition.

#### Long Range Goals/Vision:

- Reduce silos across County.
- make budget process more user friendly and effective,
- Increase transparency across County.
- Succession planning is issue, lots of aging department heads,

**Staff**: None needed at this time barring additional responsibilities being added

**Other Issues**: Rising healthcare costs; personnel is 77% of budget, retention, competitive salaries, training are all issues; Space is huge issue, need facilities plan.



## **County Treasurer** Vivian Wood, Treasurer

**Office/Department Overview**: Office is charged with collecting all revenues and funds from fee offices, and any other county office. County Treasurer's office is the "banker" and investment arm for any and all county funds.

#### Priorities:

- IT/Software Technology implement IT/Software program that is consistent and compatible between each county department and the Treasurer's office. Eliminate duplicative data entry reporting processimplement same or compatible software systems in each county department.
- 2. Improve communication and reporting between departments and county commissioners' court. Eliminate duplicative data entry process-implement same or compatible software systems in each county department.
- 3. Continue and expand/update/improve current training programs to insure optimum productivity and service.

## Short-term Objectives (Less than 5 years)

Objective A: Commence discussion between all departments to have compatible software technology for financial reporting and communication. 2) Review records management and retention policies of all departments and develop recommendations for enhancement and communication policy between departments.

Impact: Improved communication and reporting between departments and county commissioners' court will result in more efficient operations internally and will enhance external communications with customers and the public. Duplicative data entry will be eliminated and errors reduced. Data management and reporting will create important efficiencies and is very important as growth in the County increases.

Objective B: Continue and expand/update/improve current training programs to insure optimum productivity and service. Increase "Cross-Training".

*Impact:* Continued and improved training programs will build efficiencies in the work force to prevent service gaps and maintain a high level of productivity.

**Long Range Goals/Vision**: Implement IT/Software program that is consistent and compatible between each department/county agency.





## **Tax Assessor-Collector**Deborah Hunt

## **Office/Department Overview:**

Tax Assessor-Collector (TAC) is responsible for collecting and disbursing property taxes on all Williamson County properties. Additionally, Williamson County TAC is an agent for Texas DMV and responsible for titling and registration of all motor vehicles in the county. The TAC collects for more than 70 taxing jurisdictions as well as the State of Texas Department of Motor Vehicle and the Comptroller.

#### **Priorities:**

- 1. Customer Service Provide excellent customer service by having adequate staff, prompt actions, and accurate information, using understandable language, while striving to meet the customer's needs.
- Internal and External Communications Communicate clearly with staff and encourage two-way communications between staff and management/administration. To communicate clearly with the customers (Williamson County residents) in a manner and language they understand and stimulate customer feedback for assessment and improvement. Utilize a communications strategy and policy.
- 3. Utilize High Technology as tool to efficiently manage TAC functions Upgrade present communications, ITS, and security systems to provide a level of technology to support an efficient operation.
- Training and Hiring Recruit and maintain qualified employees, implement a training program for new employees as well as cross training of existing employees, continue employee evaluations, maintain job descriptions and competitive salaries.
- Facilities Upgrade and maintain offices that accommodate the needs of our customers and provide comfortable efficient facilities for staff.

#### **Short-term Objectives**

Objective A: 1) Provide customer service workshops, 2) maintain all procedure manuals, 3) hire additional bilingual staff, cross-train for motor vehicle/prop tax personnel with assistance from TxDMV and TDLR 4) Implement electronic queuing system to expedite customer wait time.

Impact: Enable the department to provide the highest level of customer service internally and externally. Provide for a well trained and up-to-date staff with a professional and dedicated attitude.

Objective B: 1) Provide Office Communications workshop, 2) individual communication seminar, 3) Performance Review and corrective action, 4) more frequent communication with management, 5) forms assistance for property tax and motor vehicle customers, 6) review strategic plan annually.

Impact: Enable the department to provide the highest level of customer service internally and externally. Provide for a well trained and up-to-date staff with a professional and dedicated attitude. Eliminate inefficiencies and facilitate timely collections.

Objective C: 1) Expand the phone bank for customer inquiries, 2) training for equipment users, 3) emergency fire and evacuation drills, 4) maintain TAC website for public use, 5) daily and monthly email reports to the different taxing units, 6) Provide adequate security systems, 7) export property tax disbursements/deposits to QuickBooks to reflect daily disbursements.

Impact: Enable the department to provide the highest level of customer service internally and externally. Provide for a well trained and up-to-date staff with a professional and dedicated attitude. Utilize technology to eliminate inefficiencies and facilitate timely collections and reporting.

Objective D: 1) Establish and maintain competitive salaries for staff, 2) train qualified temp and part-time pool employees, 3) continue staff development days, 4) Continue to encourage exit interview for departing employees, 5) crosstrain Georgetown staff.

Impact: Provide for a well trained and up-to-date staff with a professional and dedicated attitude. Enable the department to provide the highest level of customer service internally and externally. Eliminate inefficiencies and facilitate timely collections.

Objective E: 1) Remodel/expand/Relocate offices in Round Rock, Cedar Park and Georgetown, 2) Provide parking availability at Round Rock office, 3) Provide adequate security systems at all offices, 4) maintain adequate staffing levels.

Impact: Provide necessary office space and staffing so the Department can provide efficient collection/payment access and service and to meet the continuously growing demands on the department due to growth in Williamson County. Enable the department to provide the highest level of customer service internally and externally.

- 1) Institute Flex-time for employees.
- 2) Expand the phone bank for customer inquiries to cover all offices.
- 3) Complete new office in Round Rock; renovate office space in Cedar Park and renovate office space in Georgetown.
- 4) Provide day care facilities at a low cost for county employees in each Precinct.



### Internal



#### **Facilities Maintenance**

Joe Latteo

### Office/Department Overview:

Maintain and service county facilities in a professional manner with quality and integrity, and to oversee and manage county construction projects to ensure the tax payers receive the best value for their investment.

Facilities oversees 63 buildings (1,600,000 ft. <sup>2</sup> with 30 staff), service contracts (e.g., HVAC, janitorial, landscaping, etc.), oversees maintenance on the jail, county construction projects, oversees 4 24 hour facilities (e.g., animal shelter, jail, juvenile detention, and drug treatment).

#### **Priorities:**

- 1. Improve in energy efficiency to reduce utility costs to the tax payer.
- 2. Keep quality of service in the face of growth.
- 3. Keep costs low.
- 4. Upgrade and improve technology to create efficiencies.
- 5. Implement Inventory Control technology program.

#### **Short-term Objectives**

Objective A: Meet the above priorities.

Impact: The impacts of the above priorities would be to keep services at a high standard while reducing energy consumption through cost-effective changes.

#### Resource Needs:

- Money and people: Need to keep the number of employees consistent with percentage of properties maintained in order to retain a high quality of service both internally and externally.
- The Commissioner's Court's continued support with funding and having enough people to do the job.

#### Long Range Goals/Vision:

Facilities is looking at the following:

- an energy management program to be more efficient and reduce costs to the tax payers.
- solar heating of the showers at the juvenile center (will save \$6000/month in gas usage).



## Fleet Services Mike Fox

**Office/Department Overview:** Provide service to County vehicles (750 vehicles from cars to 18 wheelers) and trucking services (hauling goods and material).

#### **Priorities:**

- 1. Automated fueling stations at more spots across County (with 10,000 gallon tanks to reduce costs and ease deliveries).
- 2. Expand shop (current location has space to do so) because current shop is inadequate (3 5 years).
- 3. Increase Fleet budget to provide training for staff to ensure they are up-todate on technologies and attain a high skill level.

#### **Short-term Objectives**

Objective A: Install new automated system to track fueling, etc.

Impact: Better control of County fuel dispensing, more accurate recording

Objective B: Reduce overall vehicle inventory through consolidation of 'low use' vehicles into pool for common use in departments with limited driving needs

Impact: Reduce overall costs of maintenance and number of vehicles

Objective C: Brushless Car wash (Judge's wish list)

Impact: Keep County vehicles clean

**Long Range Goals/Vision**: Fleet Services will need a new shop with additional wider bays to better handle vehicles, continued 'greening' of fleet (15 hybrids in service currently)



## **Human Resources** Lisa Zirkle

**Office/Department Overview**: The Williamson County Human Resources Department manages personnel for the County as well oversees the hiring process and some screening.

#### **Priorities:**

- 1. On line recruiting and application tool requested in FY 2010 budget.
- 2. Compensation Analysis to compare salaries and ensure competitiveness.
- Leadership Development and training program will kick off Phase II
  Supervisory Training within the next 60 days. Phase III Employee
  Training is still scheduled for FY 2011.

### **Short-term Objectives**

Objective A: On line recruiting and application tool

Impact: More efficient and cost effective hiring process

Objective B: Compensation Analysis

Impact: Ensure County salaries are competitive, reduce turnover, and make Williamson County a more attractive employer

Objective C: Leadership development and training program.

Impact: Succession planning, advancement opportunities for internal staff

#### Long Range Goals/Vision:

The Human Resources department will continue to seek service options that incorporate technology and streamline processes thus reducing the need for additional staff to address the growth in services provided by Williamson County. This will allow us to provide greater service while still maintaining staff full time equivalents (FTE's) at the current levels. However, we do have a temporary part-time staff assignment for FY 2010 and would like to continue to have a .50 part-time staff assignment that is no longer temporary.

Staff: 2 training positions (1 in next 2 years)
1 Compensation Specialist; 1 Employee Relations



## Information Technology Jay Schade

**Office/Department Overview:** Technology Systems (TS), formally Information Technology Services serves the County IT needs including hardware, software, website and GIS. Three new departments recently were added to the TS department: Records Mgmt, Mail, and Switchboard.

#### **Priorities:**

- Public safety new dispatch, mobile data, and records management system for 911 Communications, Sheriff's Dept & EMS that will track improve public safety.
- 2. Complete the implementation of the Courts System.
- 3. Implementing a Juvenile Case Management system that is in development and will be adopted by the State.
- 4. Construct an Emergency Services Operations Center.

## **Short-term Objectives**

Objective A: Consolidate the County's Phone System.

Impact: This effort will help coordinate dispersed offices with operations in Taylor, Round Rock, Cedar Park and Georgetown.

Objective B: Complete the Fiber Loop.

Impact: This will provide more reliable network communications for the County network in general and the public safety operations specifically.

Objective C: Ensure the County has sufficient storage capacity as well as increase departments' ability to scan and store documents and video.

Impact: Increase and improve records management to reduce the dependence on paper.

- Space for IT, current location full, no opportunity to add staff due to lack of space;
- Continued improvement of coordination with other department heads and elected officials



## Public Affairs Manager Connie Watson

**Office/Department Overview:** Provide County information to media and citizens.

#### Priorities:

- 1. Better utilization of social media.
- 2. Better use of videos and visuals to communicate.

## **Short-term Objectives**

Objective A: Make part time intern into part time permanent employee, eventually full time.

Impact: Ability to focus on web and social media.

Objective B: More interactive website with more access.

Impact: Citizens can watch meetings, search for agenda items, etc. Better transparency and accessibility for citizens.

Objective C: Better internal communication and recognition of employees.

Impact: Get info to employees quicker and with less rumors and false info.

- County leadership program, formalize,
- County Days with local schools,
- Develop more outreach and communication with citizens, and
- Think differently and creatively adapting to new mediums.
- Web casting commissioners court meetings.



## Purchasing Bob Space

#### Office/Department Overview:

To procure the goods and services required by Williamson County following state regulations and policies established to assure the use of wise and prudent business priorities. To be an effective force in encouraging change: efficiency, customer service, and thought processes for achieving higher levels of serving tax payer needs.

#### **Priorities:**

- Continue to provide a trained and courteous staff that are creative and instrumental in helping and supporting others in the pursuit of efficiency, effectiveness, and service in their work.
- 2. Continue striving to reach higher levels of effective communications and to be an example for others in this pursuit.
- 3. Work toward improving on the standardization of processes /functions that are currently grouped in various areas of the County.
- 4. Revolutionize how public procurement is done through the implementation of a "Responsible Purchasing" strategy:

"Responsible purchasing" strategy seeks to procure products and services based on the concept of lowering costs, improving quality, minimizing the environmental footprint, and improving the economic bottom line of the entity.

The strategy supports sustainable practices that:

- Encourage departments to consider the "Total Cost of Ownership" prior to purchase;
- Assure consideration for "Trade-In" values vs. "Residual" values (given to surplus items);
- Reduce waste by increasing product efficiency and effectiveness;
- Procure products that minimize environmental impacts;
- Provide a strategic plan for purchasing items that enable the entity to achieve reductions in resource consumption (ie. Buying items that promote paperless environments) strengthen and support strong local recycling markets reduce materials that are land filled; and,

 Provide a mechanism for measuring and reporting on the fiscal benefits received by the entity.

There are model programs that can be used as a source for implementing a responsible purchasing strategy. These programs are usually multi- year programs. Generally, the purchasing staff that are assigned the responsibility of focusing their work on the program goals will communicate the entities expectations to users, and monitor and report on program progress.

The recommendation for proceeding would be for the County to formally approve implementing a responsible purchasing program. The approval should include a multiyear plan for implementation. If the plan is approved, the program would begin in Budget Year 2013.

Responsibility would be placed in the Purchasing Department. Costs involved would be staff time to research, train users, monitor, and report on the progress based on the strategic plan outlined.

#### **Short-term Objectives**

## Objective A: Maximizing effectiveness and productivity of staff

Impact: Approximately 25% of the County's General Fund dollars will pass thru the Purchasing Department as the county's departments spend the money appropriated to them by the Commissioner's Court. As this occurs, the purchasing department will be providing assurance that the spending is legal and provides the best value to the taxpayers. Additional dollars will be spent from various funds such as Capital Projects, Grants, and these too will pass thru the purchasing department. Based on historical data, additional staff will be required to support the anticipated growth in the spending thru these various funds.

## Objective B: Effective communications.

Impact: The ultimate impact would be improved services to citizens and county departments. It will additionally enable the department to continue to provide efficiency in our work.

## Objective C: Reduction of Overlapping

Impact: Reduction of overlap or clustering that occurs on work assignments and responsibilities. Impact would be a cost savings to the county, as well as a more streamlined or efficient approach to doing business. Standardizing or grouping like functions together within the County structure, economies of scale could be achieved. For example, insurance and risk management could be centralized under one person (e.g. a risk assessment coordinator) rather than spread across multiple areas. Currently, Human Resources handles vehicle insurance, Purchasing handles property insurance, etc.

- Continue to maximize efficiency in public procurement by encouraging creativity, efficient use of current technologies, and promoting the use of wise and prudent business practices.
- Promote awareness of Green Purchasing possibilities among our user departments.
- Development of a Williamson County Area Purchasing Cooperative that will maximize potential to reduce costs of products and services.
- Continue to maintain a high level of excellence in public purchasing as recognized by the National Institute of Governmental Purchasing (NIGP) and the National Purchasing Institute (NPI).

## Williamson County Strategic Plan



1. What Williamson County precir	nct do you live in? Please refer to the map above and mark the appropriate answer below.	
	Response Percent	Response Count
Pct. 1	20.4%	111
Pct. 2	19.2%	104
Pct. 3	33.7%	183
Pct. 4	21.2%	115
Not sure	3.5%	19
Outside the county	2.0%	11
	answered question	543
	skipped question	3

2. What is your residential zip cod	le?	
	Response Percent	Response Count
ZIP Code:	100.0%	542
	answered question	542
	skipped question	4

3. How old are you?		
	Response Percent	Response Count
18-24	3.0%	16
25-34	15.9%	86
35-44	27.9%	151
45-54	24.8%	134
55-64	18.7%	101
65+	9.8%	53
	answered question	541
	skipped question	5

4. What range best describes you	r family's annual household income?	
	Response Percent	Response Count
Below \$35,000	5.6%	30
\$35,000 to \$49,999	12.8%	68
\$50, <b>000</b> to \$84,999	28.8%	153
\$85,000 to \$99,999	16.0%	85
\$100,000 to \$149,999	25.6%	136
\$150,000 to \$199,999	7.1%	38
\$200,000 to \$249,999	2.3%	12
\$250,000+	1.9%	10
	answered question	532
	skipped question	14

5. What is the highest level of edu	cation you have completed?	
	Response Percent	Response Count
Some High School	0.2%	1
High School/GED	9.8%	53
Some College	27.8%	150
Associates Degree	12.2%	66
College Degree (BA, BS)	32.7%	176
Advanced Degree	17.3%	93
	answered question	539
	skipped question	7

6. How many years have you lived	I in Williamson County?	
	Response Percent	Response Count
Less than 2	5.8%	31
2 - 5	14.5%	78
6 - 10	20.7%	111
11 - 20	26.1%	140
More than 20	33.0%	177
	answered question	537
	skipped question	9

## 7. Why do you live in Williamson County? Please mark the answer that best represents your feelings.

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly	Response Count
Relatives/family heritage	20.1% (102)	19.5% (99)	26.0% (132)	13.6% (69)	20.9% (106)	508
Small town/rural character	24.4% (125)	41.0% (210)	20.9% (107)	9.2% (47)	4.5% (23)	512
Location/proximity to Austin	26.4% (135)	44.4% (227)	19.0% (97)	6.7% (34)	3.5% (18)	511
Job opportunities	19.4% (100)	35.0% (180)	28.5% (147)	10.5% (54)	6.6% (34)	515
Recreational opportunities	9.8% (49)	42.0% (211)	36.3% (182)	8.4% (42)	3.6% (18)	502
Good place for families	44.2% (229)	42.5% (220)	11.2% (58)	1.4% (7)	0.8% (4)	518
Good schools	37.6% (192)	37.6% (192)	20.0% (102)	3.7% (19)	1.2% (6)	511
Safety	44.1% (229)	43.4% (225)	10.2% (53)	1.5% (8)	0.8% (4)	519
Other	28.2% (48)	17.6% (30)	50.6% (86)	0.0% (0)	3.5% (6)	170
					Other (please specify)	85
					answered question	535
					skipped question	11

8. How do you get information abo	out services, activities, and issues in Williamson County? Check all that apply.	
	Response Percent	Response Count
Newspaper	64.9%	351
Radio	25.3%	137
Word of Mouth	57.5%	311
Internet/Website	71.0%	384
TV	43.4%	235
Twitter	2.6%	14
Facebook	11.6%	63
Other (please specify)	7.9%	43
	answered question	541
	skipped question	5

## 9. Williamson County currently offers some discretionary services. The County should continue to offer...

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly	Rating Average	Response Count
emergency medical services	78.2% (413)	16.5% (87)	3.2% (17)	1.1% (6)	0.9% (5)	1.30	528
emergency communications	70.1% (373)	21.8% (116)	5.5% (29)	1.9% (10)	0.8% (4)	1.41	532
hazardous material removal services	45.7% (239)	34.4% (180)	15.1% (79)	3.1% (16)	1.7% (9)	1.81	523
emergency management	59.1% (311)	30.4% (160)	7.2% (38)	2.1% (11)	1.1% (6)	1.56	526
parks, trails and recreational facilities	49.2% (258)	34.0% (178)	11.5% (60)	3.8% (20)	1.5% (8)	1.74	524
waste collection through landfill and recycling center	42.7% (225)	41.2% (217)	12.1% (64)	2.3% (12)	1.7% (9)	1.79	527
informal education with Texas A&M Agri-Life Extension	20.0% (105)	23.7% (124)	42.7% (224)	8.4% (44)	5.2% (27)	2.55	524
mental health crisis counseling	36.6% (193)	33.9% (179)	21.2% (112)	5.3% (28)	3.0% (16)	2.04	528
economic development of the region	37.9% (199)	37.0% (194)	17.0% (89)	5.0% (26)	3.2% (17)	1.99	525
					If other (ple	ase specify)	26
					answere	533	
					skippe	13	

10. Williamson County should foc	us its efforts on					
	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly	Response Count
Core services only	23.2% (91)	21.2% (83)	17.6% (69)	15.1% (59)	23.0% (90)	392
Core and some discretionary services	47.0% (227)	32.9% (159)	13.7% (66)	3.9% (19)	2.5% (12)	483
					answered question	529
					skipped question	17

11. The Williamson County emplo	yees I have dealt with,	by and large, are				
	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly	Response Count
Courteous	47.0% (244)	41.0% (213)	8.1% (42)	3.1% (16)	0.8% (4)	519
Professional	49.0% (258)	38.1% (201)	8.9% (47)	3.2% (17)	0.8% (4)	527
Knowledgable	46.6% (243)	38.1% (199)	11.3% (59)	3.3% (17)	0.8% (4)	522
Helpful	46.1% (237)	37.2% (191)	11.7% (60)	3.5% (18)	1.6% (8)	514
					Comments:	48
					answered question	527
					skipped question	19

## 12. If you have ever applied for a Williamson County job on line, was the process ...

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly	Response Count
Easy to use?	17.5% (41)	26.5% (62)	48.7% (114)	4.7% (11)	2.6% (6)	234
Intuitive?	13.0% (30)	22.6% (52)	57.4% (132)	3.9% (9)	3.0% (7)	230
Quick?	13.8% (32)	20.7% (48)	56.5% (131)	4.7% (11)	4.3% (10)	232
I haven't used this tool.	56.7% (225)	10.6% (42)	27.0% (107)	2.3% (9)	3.5% (14)	397
					answered question	494
					skipped question	52

	Response Percent	Response Count
Registered to vote?	17.2%	8
Applied for a job?	22.9%	11
Electronic bids?	2.4%	1
Vendor registration?	2.0%	1
IJury impaneling?	4.5%	2
Pay property taxes?	16.8%	8
Requested a meeting room?	2.4%	1
Search adoptable pets?	30.4%	15
equest road closure/report road issue?	18.5%	(
Order voter lists?	2.6%	
Look up information (jail, records, warrants)?	44.2%	22
Sample ballot look-up?	36.3%	18
Read Commissioners Court Agenda/Minutes?	39.4%	2
I have not accessed County services via the Internet.	13.6%	

46	9.1%	Other (please specify)
507	answered question	
39	skipped question	

14. If you have previously accesse	ed County information or services via the Internet, what was your experience?	
	Response Percent	Response Count
Excellent	20.7%	93
Good	61.8%	278
Fair	16.4%	74
Poor	1.1%	5
	answered question	450
	skipped question	96

15. What additional services would you like the County to offer via the Internet?	
	Response Count
	77
answered question	77
skipped question	469

16. If you have ever called the Co	unty for information and used the automated response system, what was your experience?	
	Response Percent	Response Count
Excellent	11.5%	28
Good	38.7%	94
Fair	32.9%	80
Poor	16.9%	41
	Comments:	53
	answered question	243
	skipped question	303

17. How do you access information	on about Williamson County? Please mark all that apply.		
		Response Percent	Response Count
Website		91.1%	449
Call main number		30.6%	151
Phonebook/directory assistance		20.3%	100
Visit a county building		31.6%	156
Other (please specify)		3.7%	18
	answered	l question	493
	skipped	question	53

#### 18. Which Williamson County offices do you visit in person? Response Yes No Count District/County Courts at Law 37.6% (155) 62.4% (257) 412 District/County Clerks 49.6% (211) 425 50.4% (214) Justices of the Peace 24.5% (98) 75.5% (302) 400 Juvenile Services 16.4% (63) 385 83.6% (322) Vehicle registration 84.8% (402) 15.2% (72) 474 Property Taxes 59.0% (253) 41.0% (176) 429 County Judge/Commissioners 28.9% (116) 71.1% (285) 401 Offices Sheriff's Office/Jail 24.6% (97) 395 75.4% (298) Constables' Offices 13.4% (51) 86.6% (330) 381 Road and Bridge 15.1% (57) 84.9% (321) 378 Human Resources 35.1% (142) 404 64.9% (262) Elections 46.1% (187) 406 53.9% (219) Purchasing 8.0% (30) 92.0% (347) 377 9.4% (36) Veterans services 90.6% (346) 382 Animal shelter 48.5% (206) 425 51.5% (219) Other 18.1% (23) 81.9% (104) 127

If other (please specify)	23
answered question	509
skipped question	37

19. Have you ever attended a mee	eting at a community room in a county building?	
	Response Percent	Response Count
Yes	45.8%	233
No	50.7%	258
Not sure	3.5%	18
	answered question	509
	skipped question	37

20. If you have rented a County community room, did the facility meet your expectations?			
		Response Percent	Response Count
Exceeded my expectations		15.5%	15
Met my expectations		68.0%	66
Did not meet my expectations		3.1%	3
If the facility did not meet your expectations, please explain.		13.4%	13
		answered question	97
		skipped question	449

21. If you have attended meetings at a County community room, are				
	Always	Sometimes	Never	Response Count
the facilities easy to find?	55.4% (129)	42.1% (98)	2.6% (6)	233
there ample parking spaces available for the meeting attendees?	49.6% (116)	45.7% (107)	4.7% (11)	234
the facilities the right size for your needs?	59.0% (134)	37.0% (84)	4.0% (9)	227
			Comments:	14
			answered question	239
			skipped question	307

22. Does Williamson County need	more meeting space for county residents to reserve for a fee?	
	Response Percent	Response Count
Yes	10.8%	50
No	37.5%	173
Don't Know	51.6%	238
	answered question	461
	skipped question	85

23. If you believe the County needs more meeting space, how many people would you need to accommodate in the meeting space you feel is need				
	Response Percent	Response Count		
1-15 people	4.6%	4		
16-25 people	5.7%	5		
26-75 people	26.4%	23		
76-150 people	19.5%	17		
151-250 people	11.5%	10		
251-500 people	26.4%	23		
Other (please specify)	19.5%	17		
	answered question	87		
	skipped question	459		

24. The items listed below have been identified by the County as priorities. How would you RANK them (with 1 being the highest priority)?							
	1 - highest	2	3	4	5 - lowest	Rating Average	Response Count
Fosters business & economic development	11.1% (45)	13.1% (53)	27.5% (111)	26.7% (108)	21.5% (87)	3.34	404
Promotes quality of life for families	21.6% (90)	26.9% (112)	23.8% (99)	18.8% (78)	8.9% (37)	2.66	416
Ensures fiscal responsibility/maintains low tax rate	26.8% (111)	24.2% (100)	23.4% (97)	16.4% (68)	9.2% (38)	2.57	414
Improves customer service	4.1% (11)	10.0% (27)	14.4% (39)	25.2% (68)	46.3% (125)	4.00	270
Ensures safety & justice/maintains low crime rate	44.6% (194)	30.1% (131)	13.1% (57)	9.0% (39)	3.2% (14)	1.96	435
Maintains professionalism among County staff	10.2% (37)	15.7% (57)	17.7% (64)	21.3% (77)	35.1% (127)	3.55	362
					answere	d question	503
					skippe	d question	43

3.	What	is	your	residential	zip	code?
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	ZIP Code	
1	78681	Jan 12, 2011 10:54 PM
2	78665	Jan 12, 2011 11:04 PM
3	78664	Jan 12, 2011 11:23 PM
4	76530	Jan 12, 2011 11:28 PM
5	78633	Jan 13, 2011 12:23 AM
6	78664	Jan 13, 2011 4:49 AM
7	78665	Jan 13, 2011 1:45 PM

		ZIP Code:	
8	78621		Jan 13, 2011 2:02 PM
9	78664		Jan 13, 2011 2:03 PM
10	78641		Jan 13, 2011 2:14 PM
11	76574		Jan 13, 2011 2:15 PM
12	78754		Jan 13, 2011 2:19 PM
13	78626		Jan 13, 2011 2:26 PM
14	78633		Jan 13, 2011 2:32 PM
15	78626		Jan 13, 2011 2:34 PM
16	78717		Jan 13, 2011 2:56 PM
17	78628		Jan 13, 2011 3:21 PM
18	78642		Jan 13, 2011 3:28 PM
19	78628		Jan 13, 2011 3:36 PM
20	78633		Jan 13, 2011 4:40 PM
21	78717		Jan 13, 2011 4:42 PM
22	78633		Jan 13, 2011 4:46 PM
23	78665		Jan 13, 2011 5:38 PM
24	78664		Jan 13, 2011 5:58 PM
25	76578		Jan 13, 2011 6:26 PM
26	78641		Jan 13, 2011 6:52 PM
27	78729		Jan 13, 2011 6:53 PM
28	76578		Jan 13, 2011 6:53 PM
29	78641		Jan 13, 2011 8:22 PM
30	78642		Jan 13, 2011 8:25 PM
31	78664		Jan 13, 2011 8:41 PM
32	78664		Jan 13, 2011 8:50 PM
33	78729		Jan 13, 2011 8:55 PM
34	78626		Jan 13, 2011 8:57 PM
35	78634		Jan 13, 2011 9:14 PM
36	78633		Jan 13, 2011 9:19 PM
37	78664		Jan 13, 2011 9:24 PM
38	78626		Jan 13, 2011 9:37 PM

		ZIP Code:	
39	78642		Jan 13, 2011 9:44 PM
40	78681		Jan 13, 2011 9:50 PM
41	78633		Jan 13, 2011 10:26 PM
42	78628		Jan 13, 2011 10:36 PM
43	78634		Jan 13, 2011 11:08 PM
44	78665		Jan 13, 2011 11:41 PM
45	76578		Jan 13, 2011 11:42 PM
46	78681		Jan 14, 2011 12:03 AM
47	78613		Jan 14, 2011 1:06 AM
48	76537		Jan 14, 2011 1:11 AM
49	78628		Jan 14, 2011 1:19 AM
50	78626		Jan 14, 2011 1:27 AM
51	78729		Jan 14, 2011 1:52 AM
52	76530		Jan 14, 2011 3:03 AM
53	78681		Jan 14, 2011 3:58 AM
54	78664		Jan 14, 2011 4:31 AM
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534	78664		Feb 9, 2011 11:05 PM

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536	78665		Feb 10, 2011 11:41 PM
537	78750		Feb 10, 2011 11:49 PM
538	78681		Feb 10, 2011 11:55 PM
539	78681		Feb 11, 2011 12:01 AM
540	78633		Feb 11, 2011 12:05 AM
541	78634		Feb 11, 2011 12:09 AM
542	78613		Feb 11, 2011 12:15 AM

## 8. Why do you live in Williamson County? Please mark the answer that best represents your feelings.

	Other (please specify)	
1	Enjoy a small town.	Jan 12, 2011 11:28 PM
2	When I lived in the county it was because of the low cost of housing	Jan 13, 2011 2:19 PM
3	cost of living	Jan 14, 2011 12:03 AM
4	This is where my job is	Jan 14, 2011 3:03 AM
5	The house we desired.	Jan 16, 2011 7:10 PM
6	good real estate dollar value	Jan 16, 2011 8:57 PM
7	Georgetown Old Town	Jan 17, 2011 4:58 PM
8	low cost of living	Jan 18, 2011 12:44 PM
9	No nonsence judical system	Jan 18, 2011 1:27 PM
10	good farmland	Jan 19, 2011 3:18 PM
11	medical facilities	Jan 19, 2011 6:33 PM
12	job transfer initially, now entire family lives here	Jan 20, 2011 5:03 PM
13	business	Jan 20, 2011 7:34 PM
14	Ethnically diverse, educated community.	Jan 20, 2011 9:00 PM
15	County Law Enforcement is non excistent.	Jan 20, 2011 9:07 PM
16	Medical Services	Jan 20, 2011 9:19 PM
17	Can not get enough for my house now.	Jan 20, 2011 10:09 PM

## 8. Why do you live in Williamson County? Please mark the answer that best represents your feelings.

	Other (please specify)	
18	Great neighbors.	Jan 20, 2011 10:54 PM
19	conservative government attitude/decisions while still being in the Austin-RR MSA; access to what Austin has to offer in recreation while not having to pay Austin/Travis County taxes	Jan 20, 2011 10:55 PM
20	Law Enforcement	Jan 20, 2011 11:34 PM
21	Level of Money invested in County EMS & Sheriff to keep us safe	Jan 21, 2011 12:07 AM
22	Republican/Family values	Jan 21, 2011 2:09 AM
23	tough on crime reputation	Jan 21, 2011 3:00 AM
24	Housing Market	Jan 21, 2011 3:43 AM
25	Sun City Community	Jan 21, 2011 2:17 PM
26	We liked the smalltown character. It sure is getting harder to find.	Jan 21, 2011 2:18 PM
27	quality public servants, Fire & EMS	Jan 21, 2011 2:26 PM
28	Access to good healt care	Jan 21, 2011 2:49 PM
29	Do not live in Williamson Co. I only work in Williamson Co.	Jan 21, 2011 2:57 PM
30	climate; cleanliness	Jan 21, 2011 3:34 PM
31	traffic flow	Jan 21, 2011 7:05 PM
32	Dig it.	Jan 21, 2011 7:07 PM
33	I extablished a business here in 1990	Jan 21, 2011 7:57 PM
34	employer	Jan 21, 2011 9:45 PM
35	Climate	Jan 21, 2011 10:49 PM
36	Wanted a new house for a good price in 1996	Jan 21, 2011 11:18 PM
37	Good Hospitals and EMS service	Jan 22, 2011 1:55 AM
38	Neighborhood	Jan 22, 2011 1:51 PM
39	fiscally and socially conservative	Jan 22, 2011 8:32 PM
40	excellent EMS!	Jan 22, 2011 9:11 PM
41	work	Jan 22, 2011 9:45 PM
42	cultural opportunities, e.g. Palace Theater, Southwestern University, Library	Jan 22, 2011 10:26 PM
43	Close to my work	Jan 23, 2011 12:10 AM
44	EMS	Jan 23, 2011 12:21 AM
45	Conservative politics	Jan 23, 2011 12:38 AM
46	Cost of living cheaper than austin	Jan 23, 2011 1:49 AM
47	Grand Children	Jan 23, 2011 2:31 AM

## 8. Why do you live in Williamson County? Please mark the answer that best represents your feelings.

	Other (please specify)	
48	Lower Cost of Living compared to Austin & Travis County	Jan 23, 2011 2:34 AM
49	cleanno panhandling on corners Strong police presence	Jan 23, 2011 4:16 AM
50	Value of housing	Jan 23, 2011 3:43 PM
51	Ems and police protection	Jan 23, 2011 3:45 PM
52	Lower taxes	Jan 23, 2011 3:50 PM
53	good place for my kids	Jan 23, 2011 8:29 PM
54	This is where we found decent property to build my house.	Jan 23, 2011 10:37 PM
55	Emergency services ie Strong EMS, FD, PD	Jan 23, 2011 11:22 PM
56	Safe neighborhoods for my family.	Jan 23, 2011 11:23 PM
57	low crime rate	Jan 24, 2011 3:52 AM
58	that is where my husband lives	Jan 24, 2011 3:03 PM
59	Cost of living	Jan 24, 2011 8:23 PM
60	proximity to Austin job, but lower real estate costs	Jan 24, 2011 9:03 PM
61	Special Education Services at GISD	Jan 24, 2011 9:26 PM
62	Tax Rate Crime Rate School ratings	Jan 24, 2011 10:49 PM
63	Affordable prices for housing	Jan 24, 2011 11:57 PM
64	good healthcare facilities	Jan 25, 2011 1:38 AM
65	availability of farmland	Jan 25, 2011 4:00 AM
66	Great place for business and I chose to relocate mine here.	Jan 25, 2011 8:00 PM
67	I live in an area that allows me to own pets without disturbing my neighbors	Jan 26, 2011 3:03 PM
68	Community oriented police department in Round Rock	Jan 26, 2011 6:07 PM
69	good emergency services such as ems,fire,police	Jan 28, 2011 3:33 AM
70	investment value	Jan 28, 2011 8:17 PM
71	Cost to live near a major city is lower and overall environment feels good - not good old boy network to the nth degree, which is good - better when it diminishes completely.	Jan 29, 2011 2:39 AM
72	New husband already lived here.	Feb 2, 2011 2:06 PM
73	Better political climate than Travis County	Feb 2, 2011 9:05 PM
74	I moved here 31 years ago	Feb 4, 2011 9:22 PM
75	property taxes outragious	Feb 5, 2011 12:36 AM
76	Affordability of our home	Feb 5, 2011 6:27 PM
77	Better taxes than Travis CO (although Leander ISD needs to get a grip)	Feb 5, 2011 8:47 PM

## 8. Why do you live in Williamson County? Please mark the answer that best represents your feelings.

Other (please specify)		
78	low crime	Feb 6, 2011 12:43 AM
79	controled progress and expansion	Feb 8, 2011 8:24 AM
80	retired to Sun City	Feb 9, 2011 10:10 PM
81	cost	Feb 9, 2011 11:03 PM
82	lower taxes	Feb 10, 2011 11:49 PM
83	good healthcare/shopping close to Austin	Feb 10, 2011 11:55 PM
84	strict enforcement of law	Feb 11, 2011 12:01 AM
85	Cedar Park used to have low taxes, not anymore!	Feb 11, 2011 12:15 AM

## 9. How do you get information about services, activities, and issues in Williamson County? Check all that

	Other (please specify)	
1	Community Impact	Jan 13, 2011 2:15 PM
2	water bill mailings	Jan 13, 2011 5:58 PM
3	I work for the county, word of mouth	Jan 13, 2011 6:53 PM
4	Church	Jan 13, 2011 10:26 PM
5	Mail	Jan 14, 2011 8:16 PM
6	County News Releases	Jan 18, 2011 1:27 PM
7	Drive by	Jan 18, 2011 1:37 PM
8	I don't	Jan 20, 2011 7:34 PM
9	HOAs	Jan 20, 2011 9:00 PM
10	Hutto Business Update, Impact magazine	Jan 20, 2011 10:21 PM
11	View	Jan 20, 2011 10:53 PM
12	community events, civic club participation, professional organizations, Chamber events, volunteering, my professional connections	Jan 20, 2011 10:55 PM
13	email from williamson county	Jan 21, 2011 1:36 AM
14	Impact paper	Jan 21, 2011 2:09 AM
15	Sun City Sunrays Publication	Jan 21, 2011 2:17 PM
16	Work	Jan 21, 2011 2:27 PM

## 9. How do you get information about services, activities, and issues in Williamson County? Check all that

	Other (please specify)	
17	Work	Jan 21, 2011 2:57 PM
18	News Websites	Jan 21, 2011 3:35 PM
19	Work	Jan 21, 2011 7:48 PM
20	Impact magazine	Jan 21, 2011 7:57 PM
21	Cable Public Information Station	Jan 21, 2011 8:39 PM
22	work	Jan 21, 2011 10:49 PM
23	Facebook-Lisa Birkman	Jan 21, 2011 11:18 PM
24	friend	Jan 22, 2011 2:48 AM
25	mail	Jan 22, 2011 1:51 PM
26	email from the Wilco information officer	Jan 22, 2011 6:20 PM
27	Community Impact mailing	Jan 22, 2011 9:35 PM
28	Direct contact with county officials	Jan 23, 2011 12:38 AM
29	I work ems	Jan 23, 2011 1:22 AM
30	Public Meetings & Presentations.	Jan 23, 2011 3:35 AM
31	email	Jan 23, 2011 1:42 PM
32	Comunity paper	Jan 23, 2011 3:43 PM
33	Current job interfaces with County regularly	Jan 23, 2011 3:47 PM
34	Impact Newsletter	Jan 23, 2011 3:50 PM
35	local publications	Jan 26, 2011 4:41 PM
36	WILCO Public Information office email	Jan 26, 2011 6:07 PM
37	impact periodical	Jan 27, 2011 2:36 PM
38	info from Pct. Commissioners	Feb 2, 2011 10:38 PM
39	PIO emails	Feb 3, 2011 7:09 PM
40	Community Impact Paper	Feb 3, 2011 10:45 PM
41	Neighbors	Feb 5, 2011 6:27 PM
42	Community Impact/City Parks & Recs Magazine	Feb 10, 2011 11:55 PM
43	billboard, if used	Feb 11, 2011 12:15 AM

## 1. Williamson County currently offers some discretionary services. The County should continue to offer...

	If other (please specify)	
1	let market take care of economic development; Co. govt. just messes up capitalism	Jan 13, 2011 2:36 PM
2	Updating Technology	Jan 13, 2011 6:47 PM
3	transportaion and street improvement	Jan 16, 2011 7:12 PM
4	Flood Control through waterway clearing	Jan 18, 2011 1:31 PM
5	stop hiring outside legal consultants, waste of monies	Jan 20, 2011 9:03 PM
6	Should be free dumping at the dump ground so it is not dumped along the roads, CR 104	Jan 20, 2011 9:09 PM
7	Neutral: means I don't have enough info regarding what that area does.	Jan 20, 2011 10:14 PM
8	basic needs services including support of affordable home ownership opportunities	Jan 20, 2011 11:12 PM
9	Public Transportation is needed	Jan 20, 2011 11:38 PM
10	Continue to maintain all county MUD roads; or reduce our county taxes!!	Jan 21, 2011 1:22 AM
11	NO more toll roads	Jan 21, 2011 3:03 AM
12	How is emergency medical services discretionary? EMS and other emergency management services are necessary and core services.	Jan 22, 2011 12:26 AM
13	Williamson County EMS is vital to this community!!!	Jan 22, 2011 9:12 PM
14	Jobs developmentreal, good paying not service jobs like fast food	Jan 23, 2011 12:11 AM
15	Victim Assistance	Jan 23, 2011 3:03 AM
16	Library service a large portion is not paying, and therefore does not have access to, library service	Jan 23, 2011 3:38 AM
17	any free services not paid for but given to illegals. Any non-needed services should be closed.	Jan 25, 2011 1:40 AM
18	Don't allow the animal rights KKK people to take over our right to own pets	Jan 26, 2011 3:05 PM
19	Public health services for medicare/medicaid	Jan 26, 2011 5:14 PM
20	Recruting manufacturing businesses into the region	Jan 26, 2011 6:10 PM
21	williamson county and police to heavy handed on the wrong people hurts the economy most of family has moved to much money driven through private jails its bad buisness.	Jan 28, 2011 8:21 PM
22	health care and financial assistance to those in need	Jan 31, 2011 6:09 PM
23	Taylor needs to have recycle bins to put out with the trash pickup!	Feb 5, 2011 6:30 PM
24	public transit	Feb 9, 2011 11:03 PM
25	Do away with Recycling Center for trash recylclibles. Keep waste collection & brush collection areas. We now finally have proper curb side recycling for household recycles.	Feb 10, 2011 11:56 PM
26	stop the over taxing & giving away of our money	Feb 11, 2011 12:16 AM

## 1. The Williamson County employees I have dealt with, by and large, are ...

	Comments:	
1	Obviously, some offices' staff are not these things everyday.	Jan 13, 2011 6:48 PM
2	recent news is a joke	Jan 14, 2011 1:20 AM
3	Commissioners and Judge are self serving	Jan 14, 2011 1:55 AM
4	The Retail Food Office in Round Rock has provided me with excellent service from Will and Kay	Jan 14, 2011 4:33 AM
5	no incentative for them to be courteous!	Jan 14, 2011 8:31 PM
6	the paramedics I have met have been above and beyond courteous and professional. Best I have ever seen.	Jan 15, 2011 2:09 PM
7	The tax office folks need improvement	Jan 16, 2011 5:56 PM
8	I've only met the cops, ug.	Jan 19, 2011 4:05 AM
9	Tax Office Especially	Jan 20, 2011 3:26 PM
10	the tax office employees leave a great impression for the county	Jan 20, 2011 5:06 PM
11	lots of work to be done here, starting at the top w commisioners	Jan 20, 2011 9:04 PM
12	Except for one crooked deputy that covers for his drug buddies.	Jan 20, 2011 9:10 PM
13	A mixed bag	Jan 20, 2011 10:20 PM
14	Wilco employess have always been very positive, helpful, and go above and beyond in their service.	Jan 20, 2011 10:41 PM
15	Outstanding	Jan 20, 2011 11:36 PM
16	This Pertains to EMS, as I have only delt with them	Jan 21, 2011 12:10 AM
17	Particular appreciation to Jim Rogers, Benita Bonner and staff at Parks and Recs.	Jan 21, 2011 1:24 AM
18	Keep up the good work!	Jan 21, 2011 2:14 AM
19	DAs office not helpful taking a idenity theft felony case	Jan 21, 2011 2:43 AM
20	underpaid	Jan 21, 2011 3:03 AM
21	Williamson county Emergency Medical Services and its employees are always an exceptionally perfect example of being courteous, professional,knowledgable, and helpful.	Jan 21, 2011 6:35 AM
22	They are some of the best in the country.	Jan 21, 2011 5:51 PM
23	EMS Paramedics are very professional, and Courteous	Jan 22, 2011 1:56 AM
24	Best EMS system around! customer service is #1	Jan 22, 2011 2:52 AM
25	Co Engineer, Joe, is great!	Jan 23, 2011 12:36 AM
26	the only problem I have is at the tax office in Georgetown the people in property tax are rude sometimes and not helpfull	Jan 23, 2011 1:33 AM
27	Having to fight the appraisal of my property every year is something I've never had to do in five other states I've lived in. Texas's reliance on the property tax is discriminatory.	Jan 23, 2011 2:27 AM
28	EMS was wonderful when my father passed away	Jan 23, 2011 3:04 AM
29	keep Williamson County EMS. NO PRIVATES!!!	Jan 23, 2011 2:22 PM
30	They treat you like family.	Jan 23, 2011 2:25 PM

## 1. The Williamson County employees I have dealt with, by and large, are ...

31	EMS folks were top notch	Jan 23, 2011 3:49 PM
32 i	incompentent and over paid	Jan 23, 2011 4:04 PM
33	mainly at the tax offices	Jan 24, 2011 10:22 PM
	All except for the Environmental division. I have made complaints about the corner of CR 105 and Bell Meadows and nothing has been done.	Jan 25, 2011 1:41 AM
35 i	i have not had much contact	Jan 25, 2011 5:31 PM
36	Totally unimpressed with Commissioner Covey.	Jan 25, 2011 8:03 PM
	The animal rights cult is working in this county and state to try and paint all dog owners as abusive. The out of town nuts who picket at Wolf ranch spouting hate speech against all pet owners is too much and should be stopped.	Jan 26, 2011 3:07 PM
	No one investigated when our home was severely vandalized or when there was an apparent attempt on my life. I think former animal control persons responsible for dog disappearances in CouplandTX area	Jan 26, 2011 5:18 PM
	Employees dealing with the public lack people skills! Poor representation of the county and this seems largely due to lack of initiative or direction from their management. No plan, no vision and no supervision yields poor results!	Jan 26, 2011 6:12 PM
40	Wilco tax office employees are very helpful every time that I have been in that office.	Jan 26, 2011 8:00 PM
41	EMS Paramedics are rude.	Jan 27, 2011 4:11 AM
42	police have corruption, and i'm first hand seen proof.	Jan 28, 2011 8:23 PM
43	police officers have been very good	Jan 31, 2011 6:11 PM
44	Need to stop representing political parties and focus on citizens	Feb 1, 2011 8:06 PM
45	We have be sent back and forth, office to office as no one seems to be clear on who does what	Feb 5, 2011 6:32 PM
46	Tax Office	Feb 9, 2011 11:04 PM
47	horrible service	Feb 10, 2011 11:42 PM
48 ı	need to be kept to the very minimum	Feb 11, 2011 12:16 AM

## 1. Have you ever used the Internet to access County services? Please mark all that apply.

	Other (please specify)	
1	Burn Ban information	Jan 13, 2011 2:09 PM
2	rely esp. on Appraisal District and Co. Clerk web sites	Jan 13, 2011 2:38 PM
3	General information	Jan 13, 2011 6:30 PM
4	Tried to get a voters card many times.Haven't rec'd one yet.	Jan 13, 2011 10:36 PM

## 1. Have you ever used the Internet to access County services? Please mark all that apply.

	Other (please specify)	
5	I didnt know all these choices exist; get the word out	Jan 14, 2011 12:07 AM
6	cad appraisal	Jan 15, 2011 12:41 AM
7	Look up voting information and judge training	Jan 16, 2011 7:14 PM
8	election results	Jan 16, 2011 9:03 PM
9	vehicle registration	Jan 20, 2011 4:21 PM
10	property tax records	Jan 20, 2011 9:18 PM
11	vehicle registration	Jan 20, 2011 10:19 PM
12	voting information, press release archives	Jan 20, 2011 10:23 PM
13	tax assessor data such as bills and values; real estate records	Jan 20, 2011 11:00 PM
14	Frequently use site for county office location/contact info.	Jan 21, 2011 1:27 AM
15	Put budget, income and expenses for all elected officials on internet	Jan 21, 2011 2:46 AM
16	Vehicle Registration	Jan 21, 2011 3:19 PM
17	WCAD	Jan 21, 2011 5:52 PM
18	Rtrieve job bid notices and results	Jan 21, 2011 7:09 PM
19	County Clerk Records and Tax Records	Jan 21, 2011 10:45 PM
20	tax information, landfill information	Jan 22, 2011 1:56 PM
21	general info	Jan 22, 2011 9:57 PM
22	View property appraisals and tax assesments, information on voters precincts	Jan 22, 2011 10:35 PM
23	Looked up county services	Jan 22, 2011 11:37 PM
24	County Official Contact Information	Jan 23, 2011 12:08 AM
25	Boat Registration/renewal	Jan 23, 2011 12:46 AM
26	road repair	Jan 23, 2011 1:01 AM
27	Pay utility bill	Jan 23, 2011 1:54 AM
28	wcad,org for property tax info	Jan 23, 2011 2:29 AM
29	Williamson CAD & Vehicle Registration	Jan 23, 2011 2:46 AM
30	vehicle registration	Jan 23, 2011 4:03 PM
31	browse jobs; veteran service officer	Jan 23, 2011 10:13 PM
32	paid automobile registration	Jan 23, 2011 11:26 PM
33	as a part of my job	Jan 24, 2011 2:37 PM
34	Willamson County CAD	Jan 24, 2011 3:08 PM
35	search job openings, looked for available county services	Jan 24, 2011 3:54 PM

## 1. Have you ever used the Internet to access County services? Please mark all that apply.

	Other (please specify)	
36	find county staff phone numbers	Jan 24, 2011 8:33 PM
37	deeds and property tax info	Jan 25, 2011 3:42 AM
38	Burn ban info	Jan 26, 2011 5:20 PM
39	county clerk records	Jan 26, 2011 10:31 PM
40	Williamson County doesn't have IJury impaneling	Jan 27, 2011 1:38 AM
41	Info about burn ban	Jan 27, 2011 5:47 PM
42	toll road is money drive to high hurts economic growth horriable.	Jan 28, 2011 8:25 PM
43	Not all citizens have ready access to online resources.	Feb 1, 2011 8:08 PM
44	Tax excemption status for our home	Feb 5, 2011 6:35 PM
45	property info	Feb 9, 2011 11:05 PM
46	County Clerk records/ WCAD website for properties in the county.	Feb 11, 2011 12:11 AM

## 3. What additional services would you like the County to offer via the Internet?

	Response Text	
1	Phone numbers to landfill	Jan 13, 2011 2:09 PM
2	OPEN RECORDS	Jan 13, 2011 3:00 PM
3	More ways to pay tickets and other fines, it's hard to go durning the day when the county is only open from 8-5. There need to be other means of making all kinds of payments.people who have to work have a hard time making it Williamson County offices durning these hours	
4	Pay traffic tickets online.	Jan 13, 2011 6:50 PM
5	Nothing comes to mind	Jan 13, 2011 9:19 PM
6	n/a	Jan 13, 2011 11:43 PM
7	Expand property tax information and records searches.	Jan 14, 2011 1:07 AM
8	Put all elected officials and employees salery and expenses on line and punch clocks for everyone. Elected officials are working part time and earning full time pay!	Jan 14, 2011 1:58 AM
9	911 access	Jan 14, 2011 1:50 PM
10	n/a	Jan 14, 2011 8:22 PM
11	pay tickets to all jps online	Jan 16, 2011 5:57 PM
12	any service that can be conducted over Internet should be offered	Jan 17, 2011 5:01 PM

## 3. What additional services would you like the County to offer via the Internet?

	Response Text	
13	petitions available online	Jan 18, 2011 5:29 AM
14	Resolutions by Court, Code of Ordinances	Jan 18, 2011 1:35 PM
15	Disclosure of spending and new ordinances.	Jan 18, 2011 1:40 PM
16	The County should offer all possible services via the Internet	Jan 18, 2011 2:59 PM
17	Property tax records	Jan 19, 2011 4:06 AM
18	weather alerts or disasters in our area so we can keep informed.	Jan 20, 2011 1:24 AM
19	Death certificates and wills for probate files	Jan 20, 2011 7:39 PM
20	staff directory w/ phone numbers where real people answer questions	Jan 20, 2011 9:06 PM
21	Everything.	Jan 20, 2011 9:11 PM
22	current updated status of road projects w/completion dates	Jan 20, 2011 9:18 PM
23	pay cash bail bonds online	Jan 20, 2011 10:19 PM
24	I like this survey. Perhaps more of these.	Jan 20, 2011 10:23 PM
25	payment of warrants for JP3	Jan 20, 2011 10:33 PM
26	garage sales in Williamson County postings	Jan 20, 2011 10:52 PM
27	budget information	Jan 21, 2011 2:26 AM
28	Be careful about survery such as this because use of the up and down arrows on the keyboard to move page changed responses.	Jan 21, 2011 2:31 AM
29	Elected officals income and expenses	Jan 21, 2011 2:46 AM
30	crime statistics, more frequent county newsletter	Jan 21, 2011 3:46 AM
31	Introduction for newcomers including resource checklist for establishing new residency.	Jan 21, 2011 3:54 AM
32	Research filings for DBA	Jan 21, 2011 2:29 PM
33	none	Jan 21, 2011 3:27 PM
34	better precinct maps	Jan 21, 2011 4:16 PM
35	Online Auctions	Jan 21, 2011 6:23 PM
36	some way to update incorrect property records	Jan 21, 2011 7:18 PM
37	Links to Chamber of Commerce and CVBs	Jan 21, 2011 10:52 PM
38	Alarm permits are not available on line as of yet!	Jan 21, 2011 11:23 PM
39	public information requests; easier access to minutes	Jan 22, 2011 2:26 PM
40	Copies of court records	Jan 22, 2011 6:24 PM
41	Pay property taxes with no fee.	Jan 22, 2011 11:04 PM
42	n/a	Jan 22, 2011 11:31 PM

## 3. What additional services would you like the County to offer via the Internet?

	Response Text	
43	E-filing with the District Clerk	Jan 23, 2011 12:08 AM
44	current events	Jan 23, 2011 12:26 AM
45	Each County Commissioner itemized office expenses and expeditures	Jan 23, 2011 2:11 AM
46	Samples of forms to be used for court proceedings please don't tell people to go to public libraries. Staff doesn't know what "form" the courts are talking about. Travis Co has EXCELLENT examples of forms and clear procedures for many civil processes.	Jan 23, 2011 3:40 AM
47	Person to person conversation is so much better	Jan 23, 2011 4:35 AM
48	more info on road widening timelines	Jan 23, 2011 10:45 AM
49	during hard times we need to focus on our core services	Jan 23, 2011 8:34 PM
50	This survey was hard to find	Jan 23, 2011 9:56 PM
51	podcast Commissioner's Court meetings	Jan 23, 2011 10:13 PM
52	N/A	Jan 24, 2011 3:03 PM
53	county history articles	Jan 24, 2011 8:33 PM
54	property records, Clerk filings	Jan 24, 2011 9:07 PM
55	Disability-related service access information	Jan 24, 2011 9:31 PM
56	Crime Stats	Jan 24, 2011 10:16 PM
57	as much as possible	Jan 24, 2011 10:23 PM
58	online ticket pay	Jan 24, 2011 10:36 PM
59	Jury information (instead of calling to see if court is still going)	Jan 25, 2011 12:24 AM
60	Complaints on environmental areas.	Jan 25, 2011 1:42 AM
61	ticket paying/pleading	Jan 25, 2011 1:52 AM
62	Actually, I was quit impressed with the info that is already available. Nice job!	Jan 25, 2011 8:04 PM
63	The ability to see who is on all committees with a contact number. Too many agendas to rid our community of its rural nature and interfere with personal property rights.	Jan 26, 2011 3:10 PM
64	Various events in more remote rural areas like ours w/o a newspaper	Jan 26, 2011 5:20 PM
65	The services are adequate but the county employees do not have the level of knowledge of county rules and regulations provided via the internet. You have a public that is more knowledgeable than the employees and they argue vehemently when confronted with information provided from your website! Train the employees to use the website as a means of verifying data rather than being argumentative!	Jan 26, 2011 6:18 PM
66	IJury impaneling	Jan 27, 2011 1:38 AM
67	Lake levels, burn ban information	Jan 27, 2011 7:15 AM
68	everything it can as a cost saving device	Jan 27, 2011 8:56 PM
69	all	Jan 28, 2011 4:56 PM

## 3. What additional services would you like the County to offer via the Internet?

Response Text			
70	n/a	Jan 29, 2011 8:49 PM	
71	not sure at the moment	Jan 31, 2011 6:14 PM	
72	List of Community Events & Contacts	Feb 2, 2011 2:09 PM	
73	none	Feb 2, 2011 2:32 PM	
74	none	Feb 3, 2011 2:17 PM	
75	reasons why you were not selected for a job you know you were qualified to do	Feb 5, 2011 12:40 AM	
76	WCAD All info available for download & printing fo rproperties. Have to come in to get full breakdown sheet.	Feb 9, 2011 10:33 PM	
77	none	Feb 9, 2011 10:37 PM	

## 4. If you have ever called the County for information and used the automated response system, what was

Comments:		
1	Need to be using a live person	Jan 13, 2011 2:09 PM
2	I have been routed incorrectly many times via this system.	Jan 13, 2011 6:50 PM
3	like live people not tree systems.	Jan 13, 2011 8:52 PM
4	Automated response systems are pointless; they add an extra step in accessing whatever service you areinquiring about, the menu choices are often vague and do not fit your particular need exactly. More often than not, I choose the option that lets me talk with an operator.	Jan 13, 2011 9:19 PM
5	I want to talk to a person when I have a problem or a question, not a machine!	Jan 14, 2011 1:33 AM
6	N/A	Jan 15, 2011 9:16 PM
7	Way too long of wait	Jan 16, 2011 5:57 PM
8	haven't used	Jan 16, 2011 7:14 PM
9	not used	Jan 16, 2011 9:03 PM
10	Never used system.	Jan 18, 2011 12:49 PM
11	I hate automated systems, a person should answer the phone and direct your call	Jan 18, 2011 2:59 PM
12	N/A	Jan 19, 2011 7:17 PM
13	even when finally routed to people's direct numbers, always get their machines	Jan 20, 2011 9:06 PM
14	N/A	Jan 20, 2011 9:11 PM
15	some offices do not answer their phones and there is no voice mail	Jan 20, 2011 10:14 PM
16	I want to speak to a live person	Jan 20, 2011 11:16 PM

## 4. If you have ever called the County for information and used the automated response system, what was

	Comments:	
17	Sometimes, contact info not updated.	Jan 21, 2011 1:27 AM
18	I don't like automated response systems	Jan 21, 2011 2:33 AM
19	People should answer the phones.	Jan 21, 2011 2:30 PM
20	Automation take the people side out of the equation, its nice to talk to a person	Jan 21, 2011 3:26 PM
21	Have not requested information	Jan 21, 2011 7:18 PM
22	I hate automation phones- annoys me and gets me upset	Jan 21, 2011 11:23 PM
23	n/a	Jan 22, 2011 3:01 PM
24	not used	Jan 22, 2011 9:13 PM
25	n/a	Jan 22, 2011 11:31 PM
26	never used it	Jan 23, 2011 12:33 AM
27	Left a message and a "person" called me back.	Jan 23, 2011 12:46 AM
28	takes to long to talk to a real person	Jan 23, 2011 1:34 AM
29	na	Jan 23, 2011 2:35 AM
30	Dislike automated response systems.	Jan 23, 2011 2:46 AM
31	Prefer to talk to a person	Jan 23, 2011 4:35 AM
32	called non-emergency sheriff and they never showed up	Jan 23, 2011 2:24 PM
33	Slow	Jan 23, 2011 7:10 PM
34	have not used service	Jan 23, 2011 9:39 PM
35	n/a	Jan 23, 2011 10:39 PM
36	never used	Jan 24, 2011 2:01 AM
37	Have not used an automated response system	Jan 24, 2011 9:07 PM
38	n/a	Jan 24, 2011 10:23 PM
39	Always get a recording forwarding to incorrect department	Jan 24, 2011 10:36 PM
40	have not used	Jan 25, 2011 1:52 AM
41	na	Jan 25, 2011 4:12 PM
42	The tool needs more thought. Seems it was set up by an employee vs. a customer perspective.	Jan 26, 2011 6:18 PM
43	I would rather speak to a real person. But I did eventually receive the information I was seeking.	Jan 27, 2011 7:15 AM
44	peolpe are rude in county.	Jan 28, 2011 8:25 PM
45	n/a	Jan 29, 2011 8:49 PM
46	never used this function	Jan 31, 2011 5:34 PM
47	Have not called/used.	Feb 2, 2011 2:09 PM

## 4. If you have ever called the County for information and used the automated response system, what was

Comments:			
48	Never used it	Feb 4, 2011 9:40 PM	
49	We live in the US, an English speaking country. It is insulting to be asked if I want to hear the messages in any other language.	Feb 5, 2011 8:50 PM	
50	haven't used	Feb 8, 2011 8:29 AM	
51	don't remember	Feb 9, 2011 11:03 PM	
52	The menu is awful. Update the voice, the optons and all the info!	Feb 10, 2011 11:43 PM	
53	Haven't really used this lately.	Feb 10, 2011 11:57 PM	

## 5. How do you access information about Williamson County? Please mark all that apply.

Other (please specify)		
1	ask a friend	Jan 14, 2011 3:06 AM
2	Call commissioners office	Jan 16, 2011 5:57 PM
3	N/A	Jan 20, 2011 7:39 PM
4	county directory	Jan 20, 2011 10:51 PM
5	call specific staff directly	Jan 20, 2011 11:14 PM
6	county employees	Jan 20, 2011 11:16 PM
7	word of mouth	Jan 21, 2011 5:40 PM
8	Ask Lisa Birkman	Jan 21, 2011 11:23 PM
9	people that I know that work for the county.	Jan 22, 2011 3:05 AM
10	Call the office of one of the officials	Jan 23, 2011 12:08 AM
11	Direct phone calls	Jan 23, 2011 12:40 AM
12	RR Leader	Jan 23, 2011 1:06 AM
13	Voluteer and committees	Jan 23, 2011 3:41 AM
14	Direct as needed	Jan 23, 2011 3:49 PM
15	Word of mouth	Jan 23, 2011 7:10 PM
16	I have faxed information to Environmental office.	Jan 25, 2011 1:42 AM
17	Email updates from the WILCO public information office	Jan 26, 2011 6:18 PM
18	Williamson County Sun; Statesman	Feb 9, 2011 11:02 PM

## 1. Which Williamson County offices do you visit in person?

	If other (please specify)	
1	Rarely visit any county offices	Jan 13, 2011 6:32 PM
2	Would like to Precient #4 Commissioner office moved to a more central location	Jan 14, 2011 1:30 AM
3	EMS	Jan 14, 2011 4:03 AM
4	Health District on Commerce Blvd in Round Rock needs to be remodeled!!	Jan 14, 2011 4:36 AM
5	EMS	Jan 15, 2011 4:51 AM
6	EMS, GIS	Jan 20, 2011 5:36 PM
7	County Treasurer	Jan 20, 2011 10:23 PM
8	MOTs	Jan 20, 2011 10:25 PM
9	County Parks and Rec office in Cedar Park	Jan 21, 2011 1:29 AM
10	Williamson County Ems	Jan 21, 2011 6:40 AM
11	I work for Juvenile Services	Jan 21, 2011 2:00 PM
12	Records - to research DBA filings	Jan 21, 2011 2:30 PM
13	Juvenile Services	Jan 21, 2011 3:00 PM
14	ems	Jan 21, 2011 3:45 PM
15	Emergency Medical Services	Jan 22, 2011 10:01 PM
16	Communications offices	Jan 23, 2011 12:41 AM
17	EMS, Emergency Management & Health Services	Jan 23, 2011 3:45 AM
18	Had to call Sheriff's office repeatedly to deal w/ criminal, undesireable elements in east part of the county. It makes me feel bad when I pay my property taxes for NO protection! People tore up my home & nothing was ever done about it but I am expected to pay same property taxes on my home. This is NOT right	Jan 26, 2011 5:31 PM
19	animal shelters good.	Jan 28, 2011 8:28 PM
20	One location for all county offices would be the best bet, rather than having people travel from office to office to get one task done. Perhaps group departments together that work together. Reduces total travel cost to county, too.	Jan 29, 2011 2:47 AM
21	County Health District Office	Feb 10, 2011 11:59 PM
22	Social Security Office	Feb 11, 2011 12:12 AM
23	if needed I will go to the need dept.	Feb 11, 2011 12:19 AM

## 3. If you have rented a County community room, did the facility meet your expectations?

	If the facility did not meet your expectations, please explain.		
1	why did we waste this space?	Jan 13, 2011 7:01 PM	
2	never rented a room	Jan 14, 2011 4:03 AM	
3	the benches were awful!	Jan 20, 2011 10:23 PM	
4	never used one	Jan 20, 2011 10:54 PM	
5	EMS Annex room is substandard, carpet is old, building looks delapidated with peeling paint	Jan 21, 2011 5:53 PM	
6	did not personally rent a room	Jan 22, 2011 6:24 PM	
7	did not use	Jan 22, 2011 9:14 PM	
8	na	Jan 23, 2011 2:37 AM	
9	You do not have a place to rent a step higher than the dirt floor show barn which is only for horses and the like. Dog training and showing facilities need to have a clean floor with rubber mats, but there is nothing we can rent to do that. There are 12 million people showing dogs every weekend and there are not enough communities with facilities to rent. We have to take our clubs show to Seguin to get a clean floor facility at a reasonable price.	Jan 26, 2011 3:19 PM	
10	I have never rented a county room.	Jan 27, 2011 7:18 AM	
11	not applicable	Jan 28, 2011 4:58 PM	
12	went to meeting once they listen to people for 3 minutes and went to private meeting . cedar park 2007. no feedback to people.	Jan 28, 2011 8:28 PM	
13	Have not rented.	Feb 2, 2011 2:10 PM	

## 4. If you have attended meetings at a County community room, are ...

	Comments:	
1	Many of the county facilities are outdated and are an embarassment.	Jan 13, 2011 9:21 PM
2	Love the Jester Annex meeting rooms	Jan 16, 2011 5:59 PM
3	Have never rented, or attended meetings at, a County community room.	Jan 18, 2011 12:54 PM
4	if meetings are not during peek office hours, parking is OK,	Jan 20, 2011 1:27 AM
5	I have attended a meeting on the square	Jan 20, 2011 10:23 PM
6	not used	Jan 22, 2011 9:14 PM
7	na	Jan 23, 2011 2:37 AM
8	n/a	Jan 23, 2011 10:40 PM

## 4. If you have attended meetings at a County community room, are ...

	Comments:			
9	This community does not have a facility with a decent floor for showing dogs. This county is missing out on revenue every week as 12 million people participate in this hobby and shows are held every weekend from Wednesday through Sunday and its is next to impossible to find a facility of 4000 square feet that will give the space necessary for this hobby. These 12 million people travel to new shows every weekend staying in hotels and leaving behind anywhere from 50,000 dollars a weekend to 1 million depending upon the scale and size of the show. We need a reasonable rate sized facility like the Show Barn but with a clean floor for showing our pets in obedience, rally, and conformation shows.	Jan 26, 2011 3:19 PM		
10	I have never rented a meeting room nor did I know about any events whereby we could work w/ the county to improve things out here. I heard if you went to commissioner meetings there would be retaliation East Texas style so I don't. I would love to get involved since I pay very high property taxes & makes suggestions on how senior citizens on east side of county can contribute to the county.	Jan 26, 2011 5:31 PM		
11	I didn't know this was available	Jan 26, 2011 10:33 PM		
12	NA	Jan 27, 2011 7:18 AM		
13	Have not attended.	Feb 2, 2011 2:10 PM		
14	Jester Annex	Feb 9, 2011 11:05 PM		

## 6. If you believe the County needs more meeting space, how many people would you need to accommodate

Other (please specify)			
1	Please dont wast6e the space!	Jan 13, 2011 7:01 PM	
2	3000-5000 Convention space	Jan 14, 2011 4:02 PM	
3	Do not spend more money at this time!	Jan 16, 2011 9:06 PM	
4	The County should NOT spend money for meeting space.	Jan 18, 2011 12:54 PM	
5	Residents for a fee? Thats what SPJST/Fire Hall/Community Center is for	Jan 20, 2011 10:23 PM	
6	Convention / Exhibition hall	Jan 20, 2011 11:03 PM	
7	0	Jan 20, 2011 11:12 PM	
8	Never used	Jan 23, 2011 1:56 AM	
9	na	Jan 23, 2011 2:37 AM	
10	Why is this even such a high priority that you have to ask it in your Strategic Plan Survey??? Aren't there much higher priority items you could be asking my input on?	Jan 24, 2011 10:31 PM	
11	A show barn with a clean floor to show animals other than farm animals.	Jan 26, 2011 3:19 PM	
12	meeting hubs(fairly large; accomondating facility) throughout each district / Occupant Load of 1500pp +	Jan 27, 2011 4:19 AM	

## 6. If you believe the County needs more meeting space, how many people would you need to accommodate

	Other (please specify)		
13	N/A	Jan 28, 2011 4:58 PM	
14	Not sure without an average per reservation statistic	Jan 29, 2011 2:47 AM	
15	Don't know.	Feb 2, 2011 2:10 PM	
16	not applicable	Feb 8, 2011 8:32 AM	
17	Didn't know county had meeting space for groups. I would use it.	Feb 9, 2011 11:03 PM	

# State Hospital Beds Resolution Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Grimes Kathy, Commissioner Pct. #2

Submitted For: Commissioner Valerie Covey

Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action on resolution supporting funding of the State Hospital System of Care.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

Link: State Hospital Resolution

#### Form Routing/Status

Started On: 03/03/2011 11:28

Form Started By: Grimes Kathy

AM

## A RESOLUTION OF WILLIAMSON COUNTY SUPPORTING FUNDING OF THE STATE HOSPITAL SYSTEM OF CARE

WHEREAS, Texas is the fastest growing state in our nation, representing the 2<sup>nd</sup> largest population; and

WHEREAS, the population of Williamson County is the 12<sup>th</sup> largest county in Texas with a 21.1% growth rate from 2006 to 2010 and, in 2010, ranked as the 9<sup>th</sup> fastest growing county in the nation; and

WHEREAS, the success, vitality and security of every Texas community depends on the good health and productivity of its citizens; and

WHEREAS, the U.S. Surgeon General reports that 1 in 5 people will have a mental illness in any given year that, if left untreated, can lead to incarceration, lost productivity, unsuccessful relationships, significant dysfunction and continuing effect on children in their care; and

WHEREAS, studies consistently reaffirm our experience that adults and youth with serious mental illness who do not receive mental health care are twice as likely to spend time in jails and prisons; and

WHEREAS, the State of Texas ranks 49<sup>th</sup> in the national ranking for per capital spending supporting the mental health needs of Texans; and

WHEREAS, according to the National Institute of Corrections the average prisoner costs the state of Texas about \$22,000 annually—or an average of about \$60.27 per prisoner per day; and

WHEREAS, according to the same study, the cost of incarcerating a prisoner with mental illness for a year ranges increases the burden on the county jails in Texas at a cost ranging from \$30,000 to \$50,000 a year—or a cost range between \$82.19 and \$136.99 per prisoner per day; and

WHEREAS, the cost of an average stay in the State Hospital fully equipped to manage the mental healthcare needs of an individual is \$987 per patient in comparison with the cost of \$1,990 for an average stay in the local emergency room less equipped to managed the mental healthcare needs of the patient; and

WHEREAS, the reduced availability of State Hospital beds during 2010 necessitated 790 out of county diversions of our law enforcement officers transporting patients to facilities between 18 to 613 miles per one-way trip, resulted in an incurred cost to Williamson County of \$54,898 during 2010; and

WHEREAS, during the 82<sup>nd</sup> Legislative Session, our legislators are considering a reduction of State Hospital beds currently used to serve our citizens with the most intensive needs for mental health care resulting in greater delays in moving persons from the jails and emergency rooms; and

WHEREAS, during the 82<sup>nd</sup> Legislative Session, our legislators are considering a reduction of \$240 million to the public mental health system in Texas during the 2012-2013 biennium, including a \$32 million reduction from the state hospital system.

**NOW, THEREFORE, BE IT RESOLVED** that Williamson County recognizes the service and value of the State Hospital system and the detrimental impact of the proposed plan for reduced funding and supports elimination of the proposed funding cuts of \$32 million from the state hospital system; and

**FURTHERMORE**, we call on our Texas leaders to maintain their investment in the community-based and state hospital partnership for people with severe and persistent mental illness, particularly in an economic environment in a fast-growing state that creates an increased demand on public systems.

Adopted this 8th day of March, 2011.

Dan A. Gattis, County Judge

Lisa Birkman, Precinct #1

Cynthia P. Long, Precinct #2

Valerie Covey, Precinct #3

Ron Morrison, Precinct #4

# Park Donations Budget Amendment 03-08-2011 Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Lisa Moore, County Auditor

Submitted For: Melanie Denny
Department: County Auditor

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

#### **Background**

Donations are for firewood, including a \$40 donation from Miller Contracting.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$140.00	01

#### **Attachments**

#### No file(s) attached.

#### Form Routing/Status

Form Started By: Lisa Started On: 03/01/2011 11:13

Moore AM Final Approval Date: 03/01/2011

# Park Donations Budget Amendment 03-08-2011 Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Lisa Moore, County Auditor

Submitted For: Melanie Denny Department: County Auditor

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

#### **Background**

Donations are for firewood, including a \$40 donation from Miller Contracting.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$140.00	01

#### **Attachments**

#### No file(s) attached.

#### Form Routing/Status

Form Started By: Lisa Started On: 03/01/2011 11:21

Moore AM Final Approval Date: 03/01/2011

# Discuss Real Estate Matters Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Executive Session

#### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

- 1. Proposed or potential purchase of lease of property by the County:
- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.
- f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- i) Discuss proposed Northwoods Road District.
- j) Discuss conveyance of University Boulevard right-of-way.
- k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

- I) Discuss proposed realignment project along FM 1660.
- m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.
- n) Discuss proposed acquisition of property for right-of-way along Chandler III A.
- o) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

#### **Background**

Fiscal Impact					
From/To Acct No. Description Amount Sort Seq					
Attachments					
No file(s) attached.					
	Form Routing/Status				
Form Started By: Charlie Crossfield Started On: 03/03/2011 09:15 AM					
Final Annewal Date: 02/02/2011					

### **Discuss Real Estate Matters Commissioners Court - Regular Session**

03/08/2011 Date:

Submitted By: Charlie Crossfield, Road Bond

Charlie Crossfield **Submitted For:** 

Road Bond Department:

Agenda Category: Executive Session

#### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

- 1. Proposed or potential purchase of lease of property by the County:
- a) Discuss proposed acquisition of property for right-of-way on CR 245.

#### **Background**

		Fiscal Impact		
From/To	Acct No.	Description	Amount	Sort Seq
Attachments				

No file(s) attached.

#### Form Routing/Status

Form Started By: Charlie Crossfield

Started On: 03/03/2011 11:11

# Discuss Pending or Contemplated Litigation Commissioners Court - Regular Session

Date: 03/08/2011

Submitted By: Charlie Crossfield, Road Bond

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Executive Session

#### Information

#### Agenda Item

Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.

#### **Background**

		Fiscal Impact		
From/To	Acct No.	Description	Amount	Sort Seq

#### **Attachments**

#### No file(s) attached.

#### Form Routing/Status

Form Started By: Charlie Crossfield Started On: 03/03/2011 11:08

AM