

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 31ST, 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, Wire Transfers and Electronic Payments 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 – 19)

5. Discuss and consider approving a line item transfer for Constable Pct 1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-0551-003011	Computer Software	\$43.00	
From	100-0551-003900	Membership	\$140.00	
From	100-0551-004310	Advertising	\$150.00	
From	100-0551-005740	Computer Equipment over 5000	189.00	
From	100-0551-004410	Bond Premium	\$400.00	
From	100-0551-004350	Printed Forms	\$282.00	

To	100-0551-003010	Computer Equipment	\$1204.00	
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6. Discuss and consider approving a line item transfer for JP2.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0452-004350	Printed Materials and Binding	550.00	
To	0100-0452-004232	Training, Conf, and Seminars	550.00	

7. Discuss and consider approving a line item transfer for Commissioner, Pct. #2.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0212-004999	Misc.	\$286.18	
To	0100-0212-001109	Cell phone stipend	\$240.00	
To	0100.0212.002010	FICA	\$18.36	
To	0100.0212.002020	Retirement	\$27.82	

8. Discuss and take action on ESD 6 board appointment of Charles Dittman. Mr. Dittman is taking over the unexpired term of Forrest McBride and the term is for August 2010 to August 2012.
9. Consider road closure for Sendero Springs National Night Out on August 2, 2011 from 5:00 P.M. until 9:00 P.M. for neighborhood block party.
10. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.
11. Consider and take appropriate action regarding Agreement between Williamson County and ESD #5 Jarrell for 2010/2011.
12. Consider and take appropriate action regarding Agreement between Williamson County and Jarrell VFD for 2010/2011.
13. Consider and take appropriate action regarding Agreement between Williamson County and ESD #7 Florence for 2010/2011.
14. Consider and take appropriate action regarding Agreement between Williamson County and Florence VFD for 2010/2011.
15. Consider and take appropriate action regarding Agreement between Williamson County and ESD #10 Coupland for 2010/2011.
16. Discuss and consider approval for the preliminary plat of Hines Ranches - Pct. #3

17. Discuss and consider setting speed limit of 25 mph on Sanaloma Drive from Airport Road to Sierra Drive, Pct. #3.
18. Discuss and consider variance to 25' building setback line for proposed Lot 216 of Forest North Estates Phase 2 – Pct. #1.
19. Discuss and consider approving two agreements with the Law Offices of Charles S. Frigerio, P.C. in relation to the firm's representation of the named county defendants in Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department, In the United States District Court, Western District of Texas, Austin Division; and in Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department, In the United States District Court, Western District of Texas, Austin Division.

REGULAR AGENDA

20. Receive a presentation on the status of the parking garage and take appropriate action regarding the garage investigation and repairs.
21. Discuss and take appropriate action on road bond program.
22. Discuss and take appropriate action regarding granting a 30 day extension (making the due date July 1, 2011) to ESD # 5 for the audit FY2010.
23. Discuss and approve a Residential Contract on property located at 22007 Hwy. 79, Taylor, TX.
24. Consider authorizing a change to the awarded per meal price of food service at the Jail with the addition of milk.
25. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for May 2011 Extra Duty and Voluntary Duty:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$11,767.25	01
	0100.0000.341240	Ex Duty Revenue, SO	\$33,691.16	02
	0100.0000.341221	Revenue, Const 1	\$1,984.80	03
	0100.0000.341222	Revenue, Const 2	\$2,196.23	04
	0100.0000.341224	Revenue, Const 4	\$24,636.56	05
	0100.0000.341226	Revenue, Juv	\$168.98	06

26. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for May 2011 Extra Duty and Voluntary Duty pay:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001118	Payroll, Const 1	\$1,600.00	01
	0100.0551.002010	FICA, Const 1	\$122.40	02
	0100.0551.002020	Retirement, Const 1	\$182.40	03
	0100.0551.002050	Worker's Comp, Const 1	\$80.00	04
	0100.0552.001117	Payroll, Const 2	\$405.00	05
	0100.0552.001118	Payroll, Const 2	\$1,402.66	06
	0100.0552.002010	FICA, Const 2	\$138.28	07
	0100.0552.002020	Retirement, Const 2	\$159.90	08
	0100.0552.002050	Worker's Comp, Const 2	\$90.38	09
	0100.0554.001117	Payroll, Const 4	\$21,870.00	10
	0100.0554.002010	FICA, Const 4	\$1,673.06	11
	0100.0554.002050	Worker's Comp, Const 4	\$1,093.50	12
	0100.0560.001117	Vol Duty, SO	\$8,492.80	13
	0100.0560.001118	Extra Duty, SO	\$27,159.34	14
	0100.0560.002010	FICA, SO	\$2,727.39	15
	0100.0560.002020	Retirement, SO	\$3,096.16	16
	0100.0560.002050	Worker's Comp, SO	\$1,782.61	17
	0100.0570.001117	Payroll, Jail	\$1,953.05	18
	0100.0570.002010	FICA, Jail	\$149.41	19
	0100.0570.002050	Worker's Comp, Jail	\$97.65	20
	0100.0576.001117	Payroll, Juv	\$150.00	21
	0100.0576.002010	FICA, Juv	\$11.48	22
	0100.0576.002050	Worker's Comp, Juv	\$7.50	23

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)."

- 27.** 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.
 - l) 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.
- 28.** Discuss possible execution of land leases for communication towers pursuant to VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property.

- 29.** 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) 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
 - f) 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.
 - g) Civil Action 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
 - h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
 - i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
 - j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 - k) Employment related matters.
 - l) Other confidential attorney-client matters, including contracts.
- 30.** Discuss and take appropriate action on real estate.
- 31.** Discuss and take appropriate action on land leases for communication towers.
- 32.** 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) 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
 - f) 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.

g) Civil Action 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

h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division

i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;

j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division

k) Employment related matters.

l) Other confidential attorney-client matters, including contracts.

33. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2011 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Discuss and consider approving a line item transfer for Constable Pct 1 Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Robert Woodring, Constable Pct. #1
Submitted For: Robert Chody
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct 1

Background

Additional moneys needed for Purchas of equipment to be used in the continued participation of this office in the Public Safety Technology Project

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-0551-003011	Computer Software	\$43.00	
From	100-0551-003900	Membership	\$140.00	
From	100-0551-004310	Advertising	\$150.00	
From	100-0551-005740	Computer Equipment over 5000	189.00	
From	100-0551-004410	Bond Premium	\$400.00	
From	100-0551-004350	Printed Forms	\$282.00	
To	100-0551-003010	Computer Equipment	\$1204.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/23/2011 10:50 AM	APRV
4	Budget	Wendy Coco	05/26/2011 04:43 PM	APRV

Form Started By: Robert Woodring
 Started On: 05/19/2011 01:36 PM
 Final Approval Date: 05/26/2011

Consider approving a line item transfer for JP2 Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Delma Doggett, J.P. Pct. #2
Submitted For: Delma Doggett
Department: J.P. Pct. #2
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP2.

Background

To transfer funds for training expenses at the Texas Notary Law and Procedures Seminar for two of the court clerks to attend and for expenses for Judge Staudt to attend the Texas Justice Court Judges Association Conference in July.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0452-004350	Printed Materials and Binding	550.00	
To	0100-0452-004232	Training, Conf, and Seminars	550.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/23/2011 10:50 AM	APRV
4	Budget	Ashlie Koenig	05/23/2011 08:26 PM	APRV

Form Started By: Delma Doggett
 Started On: 05/20/2011 09:58 AM
 Final Approval Date: 05/23/2011

LIT**Commissioners Court - Regular Session**

Date: 05/31/2011
Submitted By: Rebecca Clemons, County Judge
Submitted For: Kathy Grimes
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Commissioner, Pct. #2.

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0212-004999	Misc.	\$286.18	
To	0100-0212-001109	Cell phone stipend	\$240.00	
To	0100.0212.002010	FICA	\$18.36	
To	0100.0212.002020	Retirement	\$27.82	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rebecca Clemons
 Started On: 05/24/2011 02:59 PM
 Final Approval Date: 05/25/2011

Discuss and take action on ESD 6 Board Appointment Commissioners Court - Regular Session

Date: 05/31/2011
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 ESD 6 board appointment of Charles Dittman. Mr. Dittman is taking over the unexpired term of Forrest McBride and the term is for August 2010 to August 2012.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Dittman](#)

Form Routing/Status

Form Started By: Terri Countess
Started On: 05/23/2011 11:01 AM
Final Approval Date: 05/25/2011

Charles Dittman

880 County Road 126
Georgetown, Tx. 78626
(512) 844-5581
(512) 671-2776 wk

Current Employer

City of Round Rock Fire Department	William Wusterhausen, Interim Fire Chief
203 Commerce Blvd.	
Round Rock, Tx. 78664	
(512) 218-5590	

Work Experience

Current Position	Administrative Battalion Chief, Round Rock Fire Department
1991-present	City of Round Rock
199?- ??	Sam Bass Fire Department
1989-1991	Round Rock Volunteer Fire Department
1986-1992	Walmart

Education

1991	Recruit Training School	Texas Engineering Extension Service- Texas A&M University
1989	Associates of Computer Science	Austin Community College
1984	High School Diploma	Round Rock High School

Professional Certifications

Texas Commission on Fire Protection

2004	Inspector Master
2003	Firefighter Master
2002	Fire Officer II
2000	Driver/Operator-Pumper
1995	Fire Service Instructor II
1992	Firefighter Basic

Texas Department of Health

1990	EMT-B
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ProBoard Fire Services Professional Qualifications System

2009	Hazardous Materials Incident Commander
2010	Fire Officer III
2011	Fire Officer IV

Sendero Springs National Night Out Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Rachel Rull, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Consider road closure for Sendero Springs National Night Out on August 2, 2011 from 5:00 P.M. until 9:00 P.M. for neighborhood block party.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rachel Rull Started On: 05/26/2011 10:38 AM
Final Approval Date: 05/26/2011

Weekly Asset Tranfers

Commissioners Court - Regular Session

Date: 05/31/2011
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
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 05/25/2011 11:43 AM
Final Approval Date: 05/26/2011

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Sony Trinitron Multiscan 220GS	Serial No. 8013100	n/a	Working
1	Dell tower XPST550	n/a	C00787	Working

Parties involved:

FROM (Transferor Department): Williamson County District Attorney

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Judy Kocian

Judy Kocian

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

MAY 23 2011

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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 _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county
☒ SALE at the earliest auction * ☐ DONATION to a non-county entity ☐ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	metal Cabinet	A 104278	a 104278	Working

Parties involved:

FROM (Transferor Department): County Commissioner office pct 4

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Pete Correa

Pete Correa

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Auction

Transferee - Elected Official/Department Head/

Authorized Staff OR Donor - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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 _____

Williamson County

Asset Status Change Form

Print Form

Michelle Martin

The following asset(s) is(are) considered for: (select one)

- ☒ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	see attached sheet			working
	Road + Bridge office furniture			

Parties involved:

FROM (Transferor Department):

Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Print Name

Signature

Tony Hill

Contact Person:

Print Name

Date Phone Number

Tony Hill

5-11-11 943-3314

TO (Transferee Department/Auction/Trade-in/Donor):

Road + Bridge

Transferee - Elected Official/Department Head/

Authorized Staff OR Donor - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

J. Terron Everton

Contact Person:

Print Name

Date Phone Number

Lydia Linder

943-3369

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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 _____

get into job
furniture

2 weeks

Transfer Sheet

Road and Bridge office furniture

- 9 rolling desk chairs, all different colors
- 6 green rolling office chairs
- 2 green chairs with wooden backs and arms
- 5 maroon chairs with wooden backs and arms
- 1 brown desk with 4 drawers
- 1 brown desk with 2 drawers
- 1 small dark brown shelf
- 1 light brown desk with arm
- 2 tan filing cabinets
- 1 oak desk with 7 drawers
- 1 large TV
- 20 tan rolling chairs with brass studs
- 2 blue padded folding chairs
- 1 small shelf with 3 shelves inside
- 1 small entertainment system, with rotating top, and 2 cabinets
- 1 rolling cart with 2 shelves
- 1 large desk shelf attachment with 4 drawers
- 1 light brown desk
- 1 black metal desk with wooden top and 6 drawers
- 1 black metal desk with wooden top and 5 drawers
- 2 gray metal desks
- 1 small rolling cart with shelves
- 1 gray rolling TV cart with black Plexiglas doors
- 1 maple colored desk with 1 drawer and counter top
- 2 tan large metal storage cabinets, with 7 shelves each
- 1 gray 4 drawer file cabinet
- 1 tan 4 drawer file cabinet
- 2 tan medium metal storage cabinets, with 5 shelves each
- 1 tan large metal storage cabinet with, 8 shelves and no top
- 1 desk with 2 drawers
- 1 maple colored desk with 2 drawers and right return
- 2 black end tables
- 1 small hallway table with granite top
- 1 dark brown desk with bottom foot shelf
- 1 small desk with 1 side shelf



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FAFP71W0XX242581

PCT 2 CONSTABLE

2A9912

Vehicle Identification Number

Department

Door Number

104-LFH

1999

FORD

CROWN VICTORIA

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 97,955

☐ Not mechanically sound

☐ Other: Explain RETIRED FROM SERVICE

3) Elected Official/Department Head/Authorized Staff

Print

RANDOLPH DOYER

Signature

Randolph Doyer

Date

5/13/11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

Comments:

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Receiving Department:

☐ OTHER

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☐ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

[Signature]

Date

5-18-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAP71W91X116727		PCT 2 CONSTABLE		2A0105
Vehicle Identification Number		Department		Door Number
442-MPX	2001	FORD	CROWN VICTORIA	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
<u>Attach:</u> 1. Williamson County Fleet Incident/Crash/Vandalism Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 97,999 104,819				
<input type="checkbox"/> Not mechanically sound				
<input type="checkbox"/> Other: Explain RETIRED FROM SERVICE				
3) Elected Official/Department Head/Authorized Staff				
Print RANDOLPH DOYER		Signature Randolph Doyer		Date 5/13/11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox	Signature [Signature] Date 5-18-11

Agreement between Williamson County and ESD #5 Jarrell for 2010/2011. Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding Agreement between Williamson County and ESD #5 Jarrell for 2010/2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2011 Agreement ESD #5 Jarrell](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 05/25/2011 03:04 PM
Final Approval Date: 05/26/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT (“Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (“Williamson County”) and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the “Emergency Service Organization(s)” or “ESO”).

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System (“NIMS”) requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO’s response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency’s response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations’ jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff’s Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

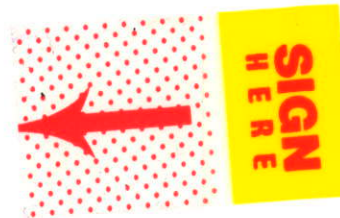
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: Darryl D. Smith

Printed Name: Darryl D. Smith

Representative Capacity: Commissioner

Date: May 24, 2011



WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

Agreement with Jarrell VFD 2010/2011 Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding Agreement between Williamson County and Jarrell VFD for 2010/2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement with Jarrell VFD 2010/2011](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 05/25/2011 03:06 PM
Final Approval Date: 05/26/2011

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3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

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V.
Right to Withdraw

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The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

JARRELL VOLUNTEER FIRE DEPARTMENT

By: Clifford Tscherner

Printed Name: Clifford Tscherner

Representative Capacity: Chief

Date: 5-24, 2011

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

SAM BASS VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

TAYLOR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

Agreement between Williamson County and ESD #7 Florence for 2010/2011. Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding Agreement between Williamson County and ESD #7 Florence for 2010/2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement ESD #7 Florence 2010/2011](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 05/25/2011 03:14 PM
Final Approval Date: 05/26/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions



- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
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availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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- J. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: Tina Beiselbrecht

Printed Name: Tina Beiselbrecht

Representative Capacity: president

Date: 5/12, 2011

Agreement Florence VFD 2010/2011 Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding Agreement between Williamson County and Florence VFD for 2010/2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement Florence VFD 2010/2011](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 05/25/2011 03:16 PM
Final Approval Date: 05/26/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

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Reimbursement Formula and Consideration

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Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

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IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

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V.
Right to Withdraw

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VII.
Related Agreements

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IX.

Miscellaneous Provisions

-  A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

BARTLETT VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

COUPLAND VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

FLORENCE VOLUNTEER FIRE DEPARTMENT

By: 

Printed Name: EDDIE GERVAN

Representative Capacity: PRESIDENT

Date: MAY 17, 2011

GRANGER VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

Agreement ESD #10 Coupland 2010/2011 Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding Agreement between Williamson County and ESD #10 Coupland for 2010/2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement ESD #10 Coupland 2010/2011](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 05/25/2011 03:17 PM
Final Approval Date: 05/26/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II. Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
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- J. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: Dean J. Rumel

Printed Name: DEAN J. RUMEL

Representative Capacity: PRESIDENT, ESO #10

Date: 5/20, 2011

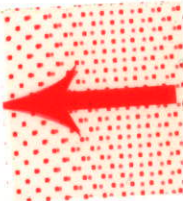
CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____



Discuss and consider approval for the preliminary plat of Hines Ranches - Pct. #3**Commissioners Court - Regular Session**

Date: 05/31/2011
Submitted By: Joe England, Unified Road System
Department: Unified Road System
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approval for the preliminary plat of Hines Ranches - Pct. #3

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Sheet 1](#)

Link: [Sheet 2](#)

Link: [Sheet 3](#)

Form Routing/Status

Form Started By: Joe England
Started On: 05/24/2011 05:12 PM
Final Approval Date: 05/25/2011

Hines Ranches

Preliminary Plat

P.M. Green et al
108 Woodmont Dr.
Georgetown, Texas 78628

S.A. Thompson et al
1100 S.R. 222
Florence, Texas 76527

County Road #222 (R.O.W. varies)

1120

N 19°39'53"W 687.3'

N 19°47'10"W 602.4'

1.8 Ac.

1.8 Ac.

1.8 Ac.

4.9 Ac.

SH138 Georgetown Ltd.
10103 Ac.
Doc. #2007004379

SH138 Georgetown Ltd.
2955 Dawn Drive
Georgetown, Texas 78628

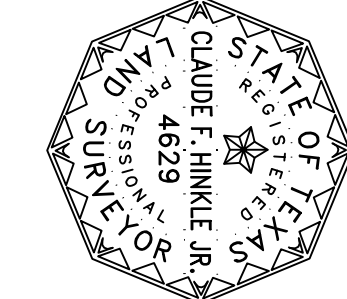
BLOCK A

Anna R. Tomlinson
13945 N. Hwy #183
Austin, Tx 78717

Long Grove Meadows
C&B, N. St. 204

Delmar, D. Thaden
528 Shendodh Dr.
Rockwood, Tn. 37854

Anna R. Tomlinson
13945 N. Hwy #183
Austin, Tx 78717



Hines Ranches

OWNER: Hines Land and Cattle Company, Ltd.

ACREAGE: 319.387

SURVEY: George Patillo Survey, A-505

NUMBER OF BLOCKS: 2

NUMBER OF LOTS: 55

LINEAR FEET OF NEW STREETS: 0

SURVEYOR: Austin Surveyors, Inc.

2105 Justin Lane

Suite 103

Austin, Texas 78757

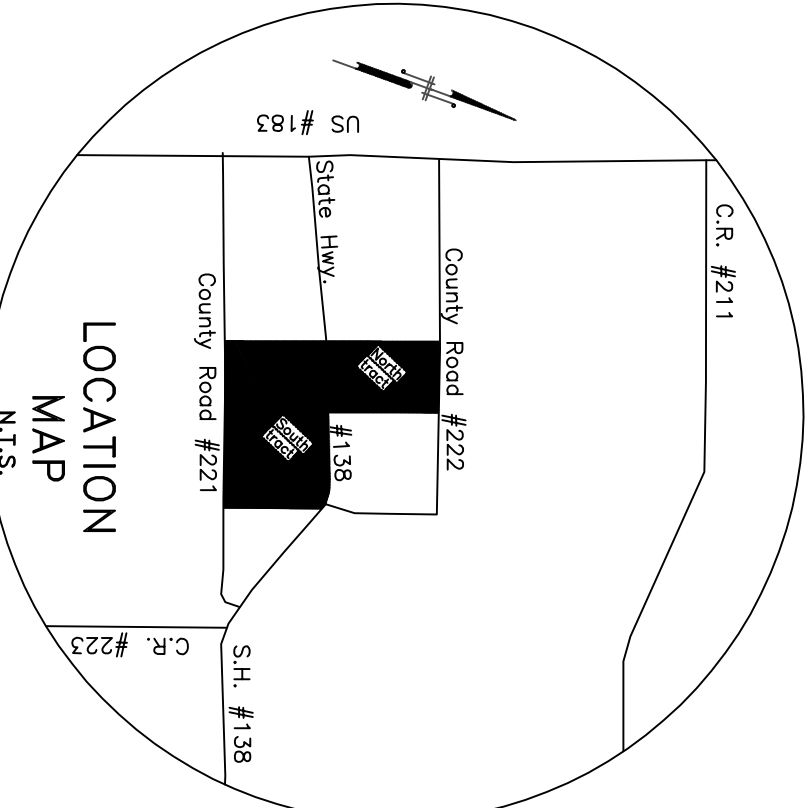
Phone: (512) 454-6605

SHEET 1 OF 3

SCALE 1" = 200'

bearing basis Grid North

Nancy P. Hord
15331 Spring Rock
San Antonio, Texas 78247



EASEMENT NOTE:

There is a 10 foot wide public utility easement along all perimeter lines and public rights-of-way. There is a 10 foot wide public utility easement along both sides of the side and back lot lines

No portion of this subdivision lies within the 100-year flood plain as set out on map number 48491C0075E dated 26 September 2008. All lots must take access through joint use access easements at points indicated by star (★) symbol.



File No.: 1718prelim1	Designed By: skp
Job No.: 1718-388	Drawn By: skp
Date: Jan 2011	Checked By:
Scale: 1" = 200'	Revised:01 Mar 11

SH138 Georgetown Ltd.
101.03 Ac.
Doc. #2007004379

SH138 Georgetown Ltd.
2955 Dawn Drive
Georgetown, Texas 78628

SEE SHEET 1 OF 3

Tract 4
10.00 Ac.

Hines Ranches

Preliminary Plat

#438 (80' R.O.W.)

SCALE 1" = 200'
bearing basis Grid North

Nancy P. Hard
51.669 Ac.
Doc. #2008075001

Nancy P. Hard
15331 Spring Rock
San Antonio, Texas 78247

Nancy P. Hard
rem 103.169 Ac.
Doc. #2004091637

Nancy P. Hard
15331 Spring Rock
San Antonio, Texas 78247

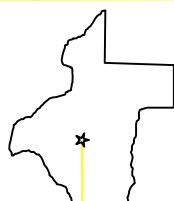
Jas. H. Hicks et ux
PO 1838
Cedar Park, Texas 78630

A.D. Yeager
1051 Cr. #221
Florence, Texas 76527

SHEET 2 OF 3

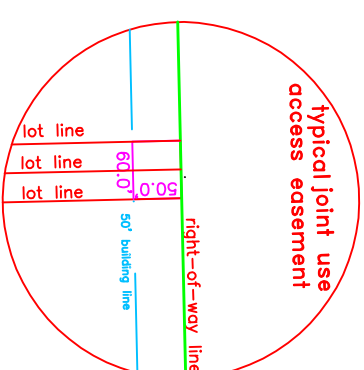
SEE SHEET 3 OF 3

File No.: 1718prelim2	Designed By: skp
Job No.: 1718-388	Drawn By: skp
Date: January 2011	Checked By:
Scale: 1" = 200'	Revised: 01 Mar. 11



AUSTIN SURVEYORS
2105 Justin Lane #103
Austin, Texas 78757
512-454-6605

© Austin Surveyors 2011



All lots must take access through joint use access easements at points indicated by star ★ symbol

SCALE 1" = 200'
bearing basis Grid North

EASEMENT NOTE:

There is a 10 foot wide public utility easement along all perimeter lines and public rights-of-way. There is a 10 foot wide public utility easement along both sides of the side and back lot lines

File No.: 1718prelim3	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: January 2011	Checked By:
Scale: 1" = 200'	Revised: 01 Mar 11



AUSTIN SURVEYORS
 2105 Justin Lane #103
 Austin, Texas 78757
 512-454-6605

Discuss and consider setting speed limit of 25 mph on Sanaloma Drive from Airport Road to Sierra Drive, Pct. #3.**Commissioners Court - Regular Session**

Date: 05/31/2011
Submitted By: Joe England, Unified Road System
Department: Unified Road System
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider setting speed limit of 25 mph on Sanaloma Drive from Airport Road to Sierra Drive, Pct. #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Sanaloma Speed Study](#)

Form Routing/Status

Form Started By: Joe England
Started On: 05/26/2011 10:46 AM
Final Approval Date: 05/26/2011

Joe M. England, P.E.
County Engineer



3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 943-3336
Fax (512) 943-3335

**Williamson County
Unified Road System**

To: Williamson County Commissioners' Court
From: Joe M. England P.E., County Engineer
Date: May 26, 2011
**Subject: Proposed Speed Limit on
Sanaloma Drive**



Joe M. England
5/26/11

According to the 2006 edition of the Texas Manual on Uniform Traffic Control Devices the following factors should form the basis of an engineering and traffic investigation for determining the proper numerical value for a speed zone. The factors are as follows:

When a speed limit is to be posted, it should be within 5 mph of the 85th-percentile speed of free-flowing traffic.

Option:

Other factors that may be considered when establishing speed limits are the following:

- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
- B. The pace speed;
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period.

Upon my field investigation, I found that the section of Sanaloma Drive from Airport Road to Sierra Drive consist of a rural street design within a suburban residential environment with a currently posted speed limit of 20 MPH.

May 26, 2011

Page Two

The section of Sanaloma Drive from Airport Road to Sierra Drive consist of approximately 50 feet of right-of-way (ROW), a two lane undivided section. The grade is flat with severe horizontal curves. There is roadside development and culture (limited commercial and suburban residential) which generates roadside friction. There is some parking within the right-of-way. There is pedestrian activity. To this date, I have no accident information for the last 12-month period that would dictate any certain speed limit.

Four speed studies were conducted from October 14 to October 15, 2010 on the section of Sanaloma Drive from Airport Road to Sierra Drive. The result of these studies shows an 85% speed of 30 MPH. The 10 MPH pace speed was a range of 21-30.

The pace speeds would indicate a proposed posting of either 25 or 30 MPH with the 85% suggesting the upper limit of this range. Due to the roadside development, the pedestrian activity, and the severe horizontal curves, we should consider the lower limit of this range. With these factors in mind, it is my professional opinion that a posting of 25 MPH is proper for the section of Sanaloma Drive from Airport Road to Sierra Drive.

Site Code: 3205 Sana Loma
Station ID:

Direction 1, Direction 2															Latitude: 0' 0.000 South			
Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number in Pace	
10/14/10	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Speed		
01:00	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	19-28	4	
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*	1	
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*	*	
04:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	23-32	2	
05:00	0	0	0	3	3	0	0	0	0	0	0	0	0	0	6	24-33	6	
06:00	2	4	4	5	2	1	0	0	0	0	0	0	0	0	18	22-31	10	
07:00	0	12	27	8	2	0	0	0	0	0	0	0	0	0	49	16-25	39	
08:00	4	18	23	12	6	1	0	0	0	0	0	0	0	0	64	16-25	41	
09:00	0	0	13	4	4	1	0	0	0	0	0	0	0	0	22	21-30	17	
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
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18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Total	7	34	68	35	19	3	0	0	0	0	0	0	0	0	166			
Percent	4.2%	20.5%	41.0%	21.1%	11.4%	1.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
AM Peak	07:00	07:00	06:00	07:00	07:00	05:00									07:00			
Vol.	4	18	27	12	6	1									64			
PM Peak																		
Vol.																		
Total	44	81	192	193	70	11	1	0	0	0	0	0	0	0	592			
Percent	7.4%	13.7%	32.4%	32.6%	11.8%	1.9%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
Stats																		
	10 MPH Pace Speed :					21-30 MPH					385							
	Number in Pace :					Percent in Pace :					65.0%							
	Number of Vehicles > 20 MPH :					Number of Vehicles > 20 MPH :					467							
	Percent of Vehicles > 20 MPH :					Percent of Vehicles > 20 MPH :					78.9%							
	Mean Speed(Average) :					Mean Speed(Average) :					24 MPH							

Joe England

From: mmiller@georgetowntx.org
Sent: Friday, December 10, 2004 8:57 AM
To: Joe England
Cc: dmunk@georgetowntx.org; epolasek@georgetowntx.org; tbenz@georgetowntx.org
Subject: Re: Westinghouse Road improvements

looks like Thursday is not good for Ed. Also include David Munk; Ed tells me David is doing a TIA for Terra Vista that will make some changes.

----- Forwarded by Mark Miller/City of Georgetown on 12/10/2004 08:54 AM

Ed Polasek
of Georgetown
12/10/2004 08:06 AM
improvements(Document link: Mark Miller)

To: Mark Miller/City of Georgetown@City
cc:
Subject: Re: Westinghouse Road

Anytime Monday thru Wednesday.
Ed

Edward G. Polasek, AICP
Planning and Development
City of Georgetown
(512) 930-2544
<http://www.georgetown.org/>

Mark Miller
of Georgetown, Tom Benz/City of
12/08/2004 11:26 AM

To: Ed Polasek/City of Georgetown@City
Georgetown@City of Georgetown
cc:
Subject: Westinghouse Road improvements

Joe England would like to schedule a meeting next week to talk about a proposal for Westinghouse Road Improvement project. Tuesday mornings are not good. Let me know (asap)a few good times, I will forward them to Joe and he will set something up for County, State and City participation. The meeting will be here.

Discuss and consider variance to 25' building setback line for proposed Lot 216 of Forest North Estates Phase 2 – Pct. #1.

Commissioners Court - Regular Session

Date: 05/31/2011
 Submitted By: Joe England, Unified Road System
 Department: Unified Road System
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider variance to 25' building setback line for proposed Lot 216 of Forest North Estates Phase 2 – Pct. #1.

Background

Gina Armer would like to build a carport at her house. The problem is that the carport would extend into the 25' building setback line as established by the plat. Her property is located at 13016 Sherbourne and is on the outside of an elbow in the street. There are a couple of other carports in the neighborhood that are existing, are not creating a public hazard, and probably were built without a variance.

Due to the other carports and that her lot is on the outside of the street elbow, I recommend the variance.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Joe England Started On: 05/26/2011 11:24 AM
 Final Approval Date: 05/26/2011

Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving two agreements with the Law Offices of Charles S. Frigerio, P.C. in relation to the firm's representation of the named county defendants in Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department, In the United States District Court, Western District of Texas, Austin Division; and in Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department, In the United States District Court, Western District of Texas, Austin Division.

Background

The Williamson County Commissioners Court approved the retention of the Law Offices of Charles S. Frigerio to represent the named county defendants in Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department, In the United States District Court, Western District of Texas, Austin Division at a duly called session on April 26, 2011

The Williamson County Commissioners Court approved the retention of the Law Offices of Charles S. Frigerio to represent the named county defendants in Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department, In the United States District Court, Western District of Texas, Austin Division at a duly called session on May 24, 2011.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Sheffield](#)

Link: [Yzquierdo](#)

Form Routing/Status

Form Started By: Wendy Coco
 Started On: 05/26/2011 04:05 PM
 Final Approval Date: 05/26/2011

LAW OFFICES OF CHARLES S. FRIGERIO

A Professional Corporation
Attorneys at Law and Counselors

111 Soledad, Suite 840
San Antonio, Texas 78205
Telephone 210.271.7877
Fax 210.271.0602

CHARLES S. FRIGERIO ♦♦♦▼
HECTOR X SAENZ ♦
STEVEN N. HARKIEWICZ
Of Counsel

JULIE ANN VASQUEZ
Litigation Administrator

♦ *Board Certified Personal Injury Trial Law*
Texas Board of Legal Specialization
★ *American Board of Trial Advocacy*
♦ *Litigation Counsel of America*
▼ *National Board of Trial Advocacy*

May 26, 2011

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

Re: Civil Action No. AU-11-CV-300LY; **Michelle Sheffield v. John Doe 1**, Individually and In His Official Capacity; **Williamson County and the Williamson County Sheriff's Department**; In the United States District Court for the Western District of Texas – Austin Division; Our File: 5613

Honorable Members of the Court:

This letter is to confirm our engagement as counsel to represent Williamson County in connection with the defense of the above referenced lawsuit. The scope of this representation is to defend the interests of Williamson County and its Officials in litigation described above and to pursue all potential avenues of legal relief and legal remedies, including appellate remedies on behalf of Williamson County and its Officials authorized by the Commissioner's 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 and its Officials with regard to the defense of the above referenced lawsuit 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 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:

Charles S. Frigerio, Managing Partner	\$145.00
Hector X. Saenz, Associate	\$145.00
Legal Assistants	\$ 70.00

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.

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.

Sincerely,



Charles S. Frigerio

CSF:jav

cc: Hal Clifton Hawes
Office of the Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

APPROVED AND AGREED:

Williamson County

By: _____
Dan A. Gattis

Date _____

Title: County Judge _____

LAW OFFICES OF CHARLES S. FRIGERIO

A Professional Corporation
Attorneys at Law and Counselors

111 Soledad, Suite 840
San Antonio, Texas 78205

Telephone 210.271.7877

Fax 210.271.0602

CHARLES S. FRIGERIO ♦♦♦▼
HECTOR X SAENZ ♦
STEVEN N. HARKIEWICZ
Of Counsel

JULIE ANN VASQUEZ
Litigation Administrator

♦Board Certified Personal Injury Trial Law
Texas Board of Legal Specialization

*American Board of Trial Advocacy

♦Litigation Counsel of America

▼National Board of Trial Advocacy

May 26, 2011

WILLIAMSON COUNTY

c/o Williamson County Commissioners Court

710 Main Street

Georgetown, Texas 78626

Re: Civil Action No. AU-11-CV-403SS; **Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department**; In the United States District Court for the Western District of Texas – Austin Division; Our File: 5618

Honorable Members of the Court:

This letter is to confirm our engagement as counsel to represent Williamson County in connection with the defense of the above referenced lawsuit. The scope of this representation is to defend the interests of Williamson County and its Officials in litigation described above and to pursue all potential avenues of legal relief and legal remedies, including appellate remedies on behalf of Williamson County and its Officials authorized by the Commissioner's 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 and its Officials with regard to the defense of the above referenced lawsuit 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 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:

Charles S. Frigerio, Managing Partner	\$145.00
Hector X. Saenz, Associate	\$145.00
Legal Assistants	\$ 70.00

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.

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.

Sincerely,



Charles S. Frigerio

CSF:jav

cc: Hal Clifton Hawes
Office of the Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

APPROVED AND AGREED:

Williamson County

By: _____
Dan A. Gattis

Date _____

Title: County Judge _____

Receive a presentation on the status of the parking garage Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive a presentation on the status of the parking garage and take appropriate action regarding the garage investigation and repairs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lydia Linden Started On: 05/26/2011 10:37 AM
Final Approval Date: 05/26/2011

Request for 30 day Extension from ESD #5 to file audit Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding granting a 30 day extension (making the due date July 1, 2011) to ESD # 5 for the audit FY2010.

Background

To the Office of Judge Dan Gattis:

This letter is to formally request that ESD#5 be granted an extension for the audit FY2010. We realize that June 1, 2011 is the due date, but are requesting an extension to July 1, 2011. The Board has been working with the office of John C. Lewis PC to prepare the audit and we look forward to presenting the information and findings in a timely manner. Thank you again for your consideration and help.

Sincerely,
 ESD#5 Board

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
 Started On: 05/25/2011 04:03 PM
 Final Approval Date: 05/26/2011

One To Four Residential Contract (Resale) TREC No. 20-10

Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and approve a Residential Contract on property located at 22007 Hwy. 79, Taylor, TX.

Background

Discuss and approve a Residential Contract on property located at 22007 Hwy. 79, Taylor, TX. The parties to the contract are Williamson County (seller) and Ana Maria Morales (buyer). The sales price payable by buyer at closing is \$55,000.00. The listing broker firm for Williamson County is Don Quick & Associates, Inc. The buyer's broker is Brasfield Real Estate.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Real Estate Contract](#)

Form Routing/Status

Form Started By: Linda Wipff
 Started On: 05/25/2011 04:09 PM
 Final Approval Date: 05/26/2011



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are Williamson County (Seller)
 and Ana Maria Morales (Buyer).
 Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:**

- A. **LAND:** Lot _____ Block _____, Pace, H. 0.807 Ac
 Addition, City of Taylor, County of Williamson
 _____, Texas, known as 22007 Hwy 79 Taylor, TX
76574 (address/zip code), or as described on attached exhibit.
- B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
- C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.
- D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

The land, improvements and accessories are collectively referred to as the "Property".

3. **SALES PRICE:**

- A. Cash portion of Sales Price payable by Buyer at closing \$ 55,000.00
40,000.00
- B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____
- C. Sales Price (Sum of A and B) \$ 55,000.00
40,000.00

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- ☐ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
- (1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
- (2) **Credit Approval:** (Check one box only)
- ☐ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
- ☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
- ☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
- ☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ _____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$ 500.00 as earnest money with LONGHORN TITLE Company as escrow agent, at 309 N. MAIN TAYLOR, TX 76574 (address).
 Buyer shall deposit additional earnest money of \$ _____ with escrow agent within _____

_____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Seller's Choice (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly

reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) **PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP:** The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.**
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)

- ☐ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☒ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

- ☒ (1) Buyer accepts the Property in its present condition.
- ☐ (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ _____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

- A. The closing of the sale will be on or before June 15, 2011, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Finding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

- 13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion ☐ will ☐ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a

release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: Ana Maria Morales To Seller at: _____

810 Emarld Wood _____

Austin, TX 78745 _____

Telephone: (512) 576-3469 Telephone: _____

Facsimile: _____ Facsimile: _____

E-mail: _____ E-mail: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input checked="" type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |

☐ Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ _____ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Telephone: _____

Telephone: _____

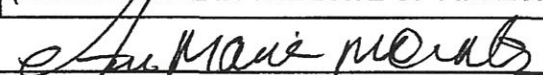
Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


Buyer Ana Maria Morales

Seller Williamson County

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 20-9. This form replaces TREC NO. 20-8.

BROKER INFORMATION

<u>Brasfield Real Estate</u> Other Broker Firm	<u>434992</u> License No.	<u>Don Quick & Associates, Inc</u> Listing Broker Firm	<u>347889</u> License No.
represents <input checked="" type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent		represents <input type="checkbox"/> Seller and Buyer as an intermediary <input checked="" type="checkbox"/> Seller only as Seller's agent	
<u>Bo Brasfield</u> Licensed Supervisor of Associate	<u>(512) 365-6500</u> Telephone	<u>Don Quick</u> Licensed Supervisor of Associate	<u>512-255-3000</u> Telephone
<u>Bo Brasfield</u> Associate	<u>(512) 365-6500</u> Telephone	<u>STAN BRIGGS</u> Listing Associate	<u>512-255-3000</u> Telephone
<u>202 N. Main</u> Other Broker's Address	<u>(512) 365-6503</u> Facsimile	<u>1000 N. IH-35</u> Listing Broker's Office Address	<u>512-310-0441</u> Facsimile
<u>Taylor</u> City	<u>TX</u> State	<u>76574</u> Zip	
<u>dbrasfield@ccim.net</u> Associate Email Address		<u>Bownd Rock</u> City	<u>TX</u> <u>78681</u> State Zip
		<u>STAN & DONQUICK.COM</u> Listing Associate's Email Address	
		<u>STAN BRIGGS</u> Selling Associate	<u>512-255-3000</u> Telephone
		<u>1000 N. IH-35</u> Selling Associate's Office Address	<u>Facsimile</u>
		<u>Bownd Rock</u> City	<u>TX</u> <u>78681</u> State Zip
		<u>STAN & DONQUICK.COM</u> Selling Associate's Email Address	

Listing Broker has agreed to pay Other Broker 3% of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐ Contract and ☐ \$ _____ Earnest Money in the form of _____ is acknowledged.
Escrow Agent: _____ Date: _____

By: _____ Email Address: _____

Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____ Facsimile: _____

**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
AS REQUIRED BY FEDERAL LAW**CONCERNING THE PROPERTY AT 22007 Hwy 79 Taylor, TX Taylor
(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☐ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☐ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☒ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☒ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Ana Maria Morales 05/07/2011
Buyer Ana Maria Morales Date Seller Williamson County Date

Buyer Date Seller Date

Bo Brasfield 05/07/2011
Other Broker Date Listing Broker Date
Brasfield Real Estate

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)

Jail Food Service Contract Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing a change to the awarded per meal price of food service at the Jail with the addition of milk.

Background

Menu changes meet the criteria acceptable under the proposal. The additional cost of milk is \$.035 per meal.

In case of questions please contact Bob Space at 512-943-1555.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/25/2011 09:33 AM	APRV
4	Purchasing (Originator)	Bob Space	05/25/2011 09:47 AM	APRV
Form Started By: Kerstin Hancock			Started On: 05/25/2011 07:30 AM	
Final Approval Date: 05/25/2011				

Extra and Voluntary Duty Pay BA 05-31-2011

Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
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 additional revenues for May 2011 Extra Duty and Voluntary Duty:

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$11,767.25	01
	0100.0000.341240	Ex Duty Revenue, SO	\$33,691.16	02
	0100.0000.341221	Revenue, Const 1	\$1,984.80	03
	0100.0000.341222	Revenue, Const 2	\$2,196.23	04
	0100.0000.341224	Revenue, Const 4	\$24,636.56	05
	0100.0000.341226	Revenue, Juv	\$168.98	06

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 05/18/2011 08:58 AM
 Final Approval Date: 05/19/2011

Extra and Voluntary Duty Pay BA 05-31-2011

Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
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 additional expenditures for May 2011 Extra Duty and Voluntary Duty pay:

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001118	Payroll, Const 1	\$1,600.00	01
	0100.0551.002010	FICA, Const 1	\$122.40	02
	0100.0551.002020	Retirement, Const 1	\$182.40	03
	0100.0551.002050	Worker's Comp, Const 1	\$80.00	04
	0100.0552.001117	Payroll, Const 2	\$405.00	05
	0100.0552.001118	Payroll, Const 2	\$1,402.66	06
	0100.0552.002010	FICA, Const 2	\$138.28	07
	0100.0552.002020	Retirement, Const 2	\$159.90	08
	0100.0552.002050	Worker's Comp, Const 2	\$90.38	09
	0100.0554.001117	Payroll, Const 4	\$21,870.00	10
	0100.0554.002010	FICA, Const 4	\$1,673.06	11
	0100.0554.002050	Worker's Comp, Const 4	\$1,093.50	12
	0100.0560.001117	Vol Duty, SO	\$8,492.80	13
	0100.0560.001118	Extra Duty, SO	\$27,159.34	14
	0100.0560.002010	FICA, SO	\$2,727.39	15
	0100.0560.002020	Retirement, SO	\$3,096.16	16
	0100.0560.002050	Worker's Comp, SO	\$1,782.61	17
	0100.0570.001117	Payroll, Jail	\$1,953.05	18
	0100.0570.002010	FICA, Jail	\$149.41	19

	0100.0570.002050	Worker's Comp, Jail	\$97.65	20
	0100.0576.001117	Payroll, Juv	\$150.00	21
	0100.0576.002010	FICA, Juv	\$11.48	22
	0100.0576.002050	Worker's Comp, Juv	\$7.50	23

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Started On: 05/18/2011 09:08
Moore AM
Final Approval Date: 05/19/2011

Discuss Real Estate Matters

Commissioners Court - Regular Session

Date: 05/31/2011
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 or 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.

l) 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
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/19/2011 11:55 AM
Final Approval Date: 05/19/2011

Hawes Land Lease

Commissioners Court - Regular Session

Date: 05/31/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss possible execution of land leases for communication towers pursuant to VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Hawes Land Lease](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/19/2011 11:51 AM
Final Approval Date: 05/19/2011

LAND LEASE

THIS LAND LEASE ("Lease"), made and entered into effective as of the _____ day of _____, 2011, by and between JERRY HAWES ("Landlord"), joined by his wife, CAROYLN HAWES ("Ms. Hawes") and WILLIAMSON COUNTY, TEXAS ("Tenant").

WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows: Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, for the purpose stated herein, the real property consisting of a parcel of land measuring approximately one square acre, together with such rights of way and easements on and over the adjoining lands of Landlord, extending from the premises to the nearest convenient public road, and of standard vehicular width, as shall be necessary for ingress and egress to and from the premises and as agreed by Landlord. Said premises are hereinafter referred to as the "Demised Premises". The Demised Premises which are the subject of this Lease are part of the larger parcel of land owned by Landlord, and located at the end of Tower Road approximately 1.6 miles east of FM 258, 8.0 miles northwest of Georgetown, Texas, and the Demised Premises are more fully described in EXHIBIT "A" attached hereto and by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant, as-is, where-is, with all faults and defects.

This Lease is made upon the covenants and agreements hereinafter set forth with which the parties respectively agree to observe and comply during the Lease Term (as hereinafter defined).

1. TERM

The term of this Lease shall commence on _____, 2011 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term"). Upon expiration of the Initial Term, if Tenant is not in default hereunder, Tenant shall have four (4) options to renew this Lease, with each option to be for an additional term of five (5) years each. Each renewal option shall be automatic, unless Tenant gives Landlord or Ms. Hawes written notice of its intent to terminate at least sixty (60) days prior to expiration of then current term. Tenant must not be in material default at the time of Tenant's exercise of any renewal option. Upon expiration of any current term if Tenant does not exercise its renewal option, or upon expiration of the last renewal term, then this Lease shall not renew but shall continue only on a month to month basis only that may be terminated by Landlord or Ms. Hawes or by Tenant at any time upon giving thirty (30) days written notice.

2. RENT

Tenant shall pay rent to Landlord or Ms. Hawes monthly, in advance. During the first year of the Initial Term, Tenant shall pay to Landlord or Ms. Hawes a monthly rent of NINE HUNDRED DOLLARS (\$900.00) (the "Monthly Rent"), with the first month's rent being payable simultaneously with the execution and delivery of this Lease and thereafter the Monthly Rent shall be due and payable in advance, on the first day of each month. On the first anniversary date of this Lease and each anniversary date thereafter while this Lease remains in effect including during any extended or renewed term, the Monthly Rent shall be increased by two percent (2 %) annually. If any Monthly Rent is not paid to Landlord or Ms. Hawes by the 5th day after the date such rent is due, then without waiving any other remedy available to Landlord, Tenant shall be obligated to pay and shall pay Landlord or Ms. Hawes a late fee of \$50.00.

3. USE OF PREMISES; COMPLIANCE WITH LAWS AND REGULATIONS.

(a) Tenant shall use the Demised Premises solely for the purpose of erecting, maintaining and operating a personal communications service system facility (the "Facility"), as hereinafter described. Once erected, Tenant shall not have the right to replace the Facility. Tenant shall have the right to use the Facility for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Landlord's consent) of space upon and within the Facility and the Demised Premises. Such licensees or sublessees of Tenant shall have full access to the Demised Premises for their business purposes. For the purpose of this Lease, the personal communications service system facility shall be defined as and shall include a communications tower not to exceed 400 feet in height, poles, guy wires and anchors, equipment shelters, any associated support buildings and any related improvements, including without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks) and related fixtures.

(b) Tenant shall have the obligation to and shall within ninety (90) days from the Commencement Date fence the Demised Premises with a chain link fence at least six (6) feet in height and thereafter Tenant shall maintain the fences in good repair and condition. Tenant shall have the right and obligation to clear and thereafter to keep clear the Demised Premises of trees, bushes, rocks, debris and crops. If the maintenance and ultimate removal of the Facility results in damage to any property of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage. Tenant agrees to co-operate with Landlord in the location of roads, gates and fences which access the Demised Premises.

(c) Tenant will at all times during the Initial Term and any continuation (collectively the "Lease Term") observe and conform to, in all material respects, all laws,



ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Demised Premises or any Improvement thereon or use thereof.

4. ACCESS.

Landlord hereby grants to Tenant, its licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, during the Lease Term for ingress and egress to the Demised Premises (the "Right of Way"). The Right of Way is a non-exclusive right of way for Tenant, its agents, employees, sublessees, licensees, and business Visitors. The Right-of-Way shall be located at such place as designated by Landlord. Landlord shall have the right to change and relocate the Right-of-Way from time to time. Tenant shall not make any improvements or alterations to the Right-of-Way area without first getting the prior consent of Landlord, which consent shall not be unreasonably withheld.

5. ASSIGNMENT AND SUBLETTING.

Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or continuation hereof) to assign or mortgage this Lease, or sublet the Demised premises, in whole or in part, to any entity or third party, without Landlord's consent, provided that any such mortgagee or assignee agrees to assume Tenant's obligations hereunder; provided, however, any such mortgage, assignment or sublease shall not release Tenant from any of its obligations and liabilities under this Lease.

6. TAXES.

Landlord shall be responsible for all real property taxes and assessments regarding the Demised Premises *and* shall cause the same to be paid when due, except that Tenant shall reimburse Landlord for *any* increase in the real property taxes or assessments incurred solely as a result of the fixtures and improvements hereafter placed on the Demised Premises by Tenant or its sublicensees or sublessees, Tenant shall be responsible for property taxes on personal property of Tenant at the Demised Premises and shall cause the same, to be paid when due.

7. INDEMNIFICATION.

As allowed by law, Tenant shall indemnify, defend and hold harmless Landlord (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities, suits, damages of all types, expenses and reasonable attorney's fees of every nature and type arising out of or from (i) Tenant's use or occupancy of the Demised Premises or the right-of-way to and from the Demised Premises, (ii) the existence of the Facility, including but not limited to, any damage or injury sustained by Landlord or Landlord's property due to

lightening strikes resulting from the attraction of lightening by the Facility, (iii) Tenant's breach of any obligation under this Lease, (iv) any Interference caused by Tenant with the existing communications facility located on Landlord's property, or (v) the negligence or conduct of Tenant or Tenant's agents, contractors, servants, employees, licensees, invitees, sublessors or assignees. Tenant and each subleasee and assign, if any, shall carry and maintain a General Commercial Liability Insurance Policy with minimum policy limits of \$1,000,000.00 for property damage and \$1,000,000.00 for personal injury naming Landlord as an additional insured. Tenant and each subleasee and assign shall provide Landlord with proof of insurance annually.

8. ENVIRONMENTAL WARRANTIES.

(a) Tenant warrants that it shall diligently work to prevent any spill or release of Hazardous Substances, Pollutants or Contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or other similar state or federal environmental legislation; and in the event of a spill, pollution or contamination, Tenant shall notify Landlord in writing and Tenant shall immediately clean up any spill, pollution or contamination in accordance with all state and federal environmental or other regulations.

(b) Tenant warrants that it shall not (a) bury underground or discharge on the Demised Premises or Landlord's surrounding and adjacent property any Hazardous Substances, Pollutants or Contaminants; or (b) use the Demised Premises as a storage site for Hazardous Substances, Pollutants or Contaminants.

9. QUIET ENJOYMENT.

Landlord covenants that Tenant, upon paying the Rent and performing the covenants hereof on the part of the Tenant to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privilege and easements throughout the term hereof without any lawful hindrance by Landlord and any person claiming, by, through or under Landlord.

10. OWNERSHIP OF FACILITY REMOVAL UPON TERMINATION.

The Facility shall be the property of and owned by Tenant. Landlord covenants and agrees that neither the Facility nor any part of the improvements constructed, erected or placed by Tenant on the Demised Premises shall become or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord that the Facility and all improvements of every kind and nature constructed, erected or placed by Tenant on the Demised Premises shall be and remain the property of Tenant. Tenant shall remove the Facility and related Improvements from the Demised Premises prior to the termination of this Lease. Upon termination of this Lease, the Demised Premises shall be



restored to a condition reasonably matching the condition existing prior to the construction, erection or placing on the Demised Premises of the communications tower, poles, guy wires and anchors, equipment shelters, any associated support buildings and any related improvements except for any trees, shrubs or other vegetation that was removed. However, Tenant will re-seed the Demised Premises with native vegetation agreeable to Landlord and use other reasonable means to return the Demised Premises to its native state.

11. NOTICES.

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Lease shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

If to Landlord: Jerry and/or Carolyn Hawes
P.O. Box 824
Georgetown, Texas 78627

With a copy to: Paul Jordan
Seed, Vine & Perry, P.C.
P.O. Box 856
Georgetown, Texas 78627 _____

If to Tenant: _____

With a copy to: _____

Notice given by U.S. Postal Service certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

12. DEFAULT.

Either party hereunder shall be in default ("Default") under this Lease in the event that such party falls to perform any of its material obligations under this Lease and such

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failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party, provided, however, that in the event that more than thirty (30) days shall be required in order to cure any such Default, the defaulting party shall have an additional thirty (30) days ("Additional Cure Period") to cure such a default hereunder if the defaulting party shall have commenced and is diligently pursuing corrective action within the Cure Period. If the party in default fails to cure the default within the Cure Period (or within the Additional Cure Period if applicable), then the non-defaulting party may elect to immediately terminate this Lease and the non-defaulting party may also sue the defaulting party to recover all damages sustained as a result of such default, and the non-defaulting party may also pursue any other remedy available under applicable law, and each and all such remedies shall be cumulative. The non-defaulting party shall also be entitled to recover from the defaulting party all reasonable attorney's fees and expenses incurred as a result of the defaulting party's breach, which attorney's fees and expenses shall be due and owing by the defaulting party to the non-defaulting party regardless of whether any suit or litigation is filed between the parties.

13. PARTIES.

This Lease and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

14. CONDEMNATION.

If there is a condemnation of the Demised Premises (or a portion sufficient to render the Demised Premises unsuitable for Tenant's purposes), including, without limitation, a transfer of the Demised Premises by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder, except that Tenant shall remove the Facility in accordance with this Lease. Landlord and Tenant shall be entitled to pursue their own separate condemnation awards with respect to any such taking.

15. MISCELLANEOUS.

(a) This Lease contains the entire agreement between Landlord and Tenant With respect to the subject matter hereof. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This Lease supersedes and is in lieu of all existing agreements or arrangements between the parties,

(b) The unenforceability of any provision hereof shall not effect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of the Lease shall remain in full force and effect.



(c) This Lease shall not be modified, extended or terminated (other than as set forth herein) except by an Instrument duly signed by Landlord or Ms. Hawes and Tenant.

(d) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but together shall constitute a single instrument.

(e) This Lease shall be governed by the laws of the State of Texas, and any suit, litigation or other proceeding arising or filed between the parties in connection with this Lease shall be filed exclusively in Williamson County, Texas, which is the County where this Lease has been drafted, negotiated and executed, in whole or in part; provided, however, any suit for forcible entry and detainer shall be filed in the County where the Demised Premises is located.

16. RECORDING OF LEASE.

Either party may cause an original hereof to be recorded in the land records for the county in which the Demised Premises are located.

17. ADDITIONAL TERMS.

(a) Upon acceptance of the Demised Premises, Tenant warrants and represents it has had full opportunity to conduct, and has conducted, such investigations and examinations of the Demised Premises and the surrounding land of the Landlord as Tenant has deemed fit. Upon delivery of possession of the Demised Premises, Tenant shall accept the Demised Premises in their present condition, AS IS, WHERE IS, and Tenant fully releases Landlord with respect to any responsibility or liability on account of any aspect of the physical condition or state of the Demised Premises in any respect, including any hidden defects or hazardous substances. Landlord makes no representation or warranty with respect to the physical condition of the Demised Premises. Tenant acknowledges that neither Landlord nor its agents, owners or representatives have made any representations or warranties as to the suitability or fitness of the Demised Premises for the conduct of Tenant's contemplated use or for any other purpose, nor has Landlord or its agents, owners or representatives agreed to undertake any alterations or construct any improvements to the Demised Premises.

(b) All improvements constructed on the Demised Premises and all personal property of Tenant and Tenant's employees, subcontractors, agents, business invitees, licensees, sublessees, assignees, customers, clients, guests or trespassers, in and on the Demised Premises, shall be and remain at the sole risk of said parties. LANDLORD SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO TENANT. TENANT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, BUSINESS INVITEES, LICENSEES, SUBLESSEES, ASSIGNEES, CUSTOMERS, CLIENTS, GUESTS OR TRESPASSERS, ARISING FROM THE USE, OCCUPANCY AND CONDITION OF THE DEMISED PREMISES.



(c) Tenant hereby waives any and all rights of recovery, claim, action or cause of action, against Landlord or Landlord's property, for any loss or damage that may occur to the demised premises, the facility or any of Tenant's property located on or about the demised premises, regardless of the cause of such damage or loss, EXCEPT THAT LANDLORD SHALL BE RESPONSIBLE TO TENANT FOR ANY INTENTIONAL OR WILFUL ACT OF THE LANDLORD THAT IS TAKEN WITH THE INTENT TO CAUSE HARM OR DAMAGE TO TENANT OR TENANT'S PROPERTY.

(d) Notwithstanding any provision in this Lease to the contrary, Tenant may terminate this Lease at any time by giving ninety (90) days advanced written notice to Landlord Without further liability if Tenant does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility or if any such approval is cancelled, expires or is withdrawn or terminated, or if Landlord fails to provide proper ownership of the Demised Premises or authority to enter into this Lease. Upon termination, all prepaid rent will be retained by Landlord unless such termination is due to Landlord's failure of proper ownership or authority, or such termination is a result of Landlord's default. Upon any such termination, Tenant shall be responsible and liable to Landlord for all unpaid rent accrued through the date of termination, and Tenant shall be responsible for removing the Facility and restoring the Landlord's land as required in Paragraph 11 above prior to termination, and the indemnity agreement made by Tenant in favor of Landlord shall remain in effect for all claims that arise with respect to the period that the Lease was in effect.

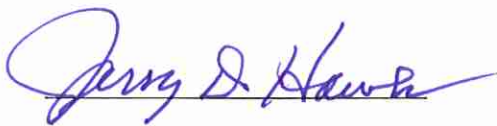
EXECUTED AND AGREED TO as of the _____ day of _____, 2011.

LANDLORD:

TENANT:

JERRY HAWES

WILLIAMSON COUNTY, TEXAS

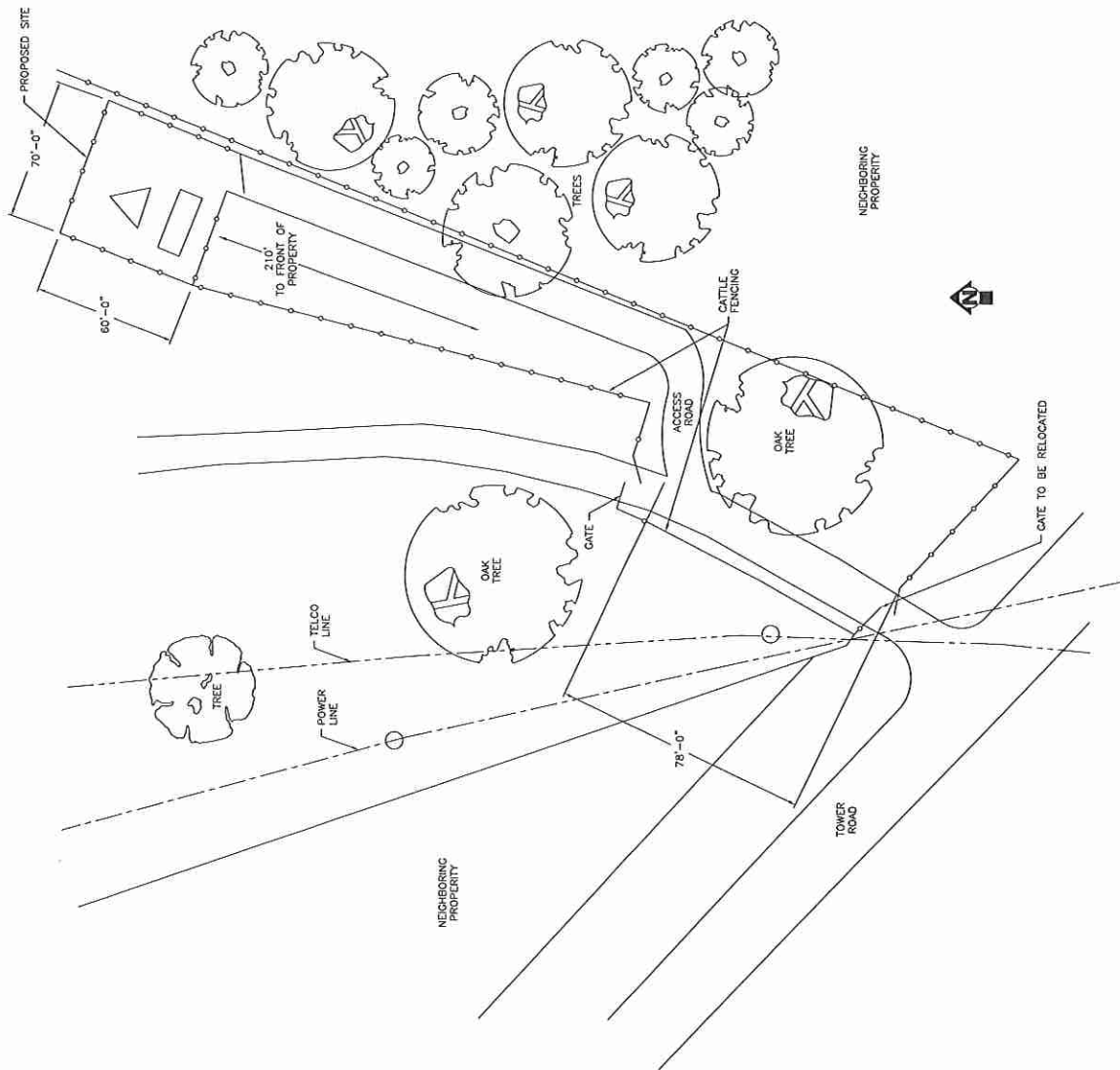


Dan Gattis, County Judge

LANDLORD'S WIFE:

CAROLYN HAWES





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CPL