

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 28TH, 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 – 10)

5. Discuss and consider approving a line item transfer for the District Attorney's Office.
6. Discuss and consider approving a line item transfer for the Human Resources Department

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.004310	Advertising and Legal Notices	6200.00	
To	0100.0402.004100	Professional Services	6200.00	

7. Consider approving the Treasurer's Report on the Williamson County Finances for May 2011.

8. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
9. Discuss and take appropriate action regarding Agreement for 2010/2011 with Emergency Service District #1, Jollyville.
10. Discuss and take appropriate action regarding Agreement for 2010/2011 with Jollyville Volunteer Fire Department.

REGULAR AGENDA

11. Discuss and take appropriate action on road bond program.
12. Consider authorizing County Judge to execute a Real Estate Contract with Mark and Darla Ekrut for ROW needed on SH 29 Advance Acquisition.
13. Discuss and take appropriate action on clarifying the meaning and intent of prohibiting a Public Display of Fireworks on a day when a Red Flag Warning has been issued by the National Weather Service, as more fully set forth in Paragraph 7(c) of the current Order Declaring a Local State of Disaster.
14. Discuss and take action on a resolution adopting the Texas Colorado River Floodplain Coalition Hazard Mitigation Action Plan in which Williamson County participates.
15. Discuss and take appropriate action on a District Office Lease Contract between the Committee on House Administration of the House of Representatives of the State of Texas, Texas State Representative Charles Schwertner and Williamson County.
16. Discuss and take appropriate action regarding Interlocal Contract for PSAP Maintenance, Equipment Upgrade, and Training with CAPCOG.
17. Discuss and take appropriate action regarding Interlocal Contract For Enhanced 911 Database Program with CAPCOG.
18. Discuss and take appropriate action regarding requesting a portion of unclaimed capital credits from Texas Comptroller of Public Accounts and certification of purpose of the funds in compliance with Section 381.004 of the Texas Local Government Code.
19. Discuss and take appropriate action regarding the County Holiday Schedule for the Budget Year 2011/2012.
20. Discuss and consider approving the 2012 Renewal for the VINE (Victim Information & Notification Everyday) Program with Appriss.
21. Consider awarding proposals received for Tax Statement Printing for Williamson County Tax Office to the best proposal meeting specifications, Information Management Solutions, LLC.

22. Consider awarding bids received for Pharmaceuticals for the Williamson County Regional Animal Shelter to the low bidders meeting specifications - complete list filed with official minutes
23. Consider re-awarding existing contract for Guard Rail Materials # 10WCAP048 to Texas Corrugators allowing for 10% price increase for steel items and 3% increase for timber items for the contract period July 1, 2011 through June 30, 2012- documentation attached.
24. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Law Library

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0350-0680-005758	Law Library/Law Books	\$64,000	

25. Discuss and take appropriate action on retaining The Law Office of Randy T. Leavitt to provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to litigation matters and non-litigation matters; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services.

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)."

26. 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 RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) 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.
 - d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard

and 620 project.

e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.

j) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

k) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

l) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

m) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

n) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

o) Discuss proposed Avery Station RID.

p) Discuss proposed acquisition of drainage easements along CR 138.

q) Discuss proposed acquisition of land for Parks Facility.

27. 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.

28. Discuss and take appropriate action on real estate.

29. 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

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k) Employment related matters.

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

30. 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.

Consider line item transfer for the District Attorney's Office Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Judy Kocian, District Attorney
Submitted For: Judy Kocian
Department: District Attorney
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the District Attorney's Office.

Background

Need to purchase office furniture i.e. desk, return and credenza for additional work staff to utilize while reviewing numerous documents for trial.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100.0440.004623	Equipment lease	1300.00	
to	0100.0440.003005	Office Furniture	1300.00	

Attachments

Link: [desk quote](#)

Form Routing/Status

Form Started By: Judy Kocian Started On: 06/23/2011 11:17 AM
 Final Approval Date: 06/23/2011

Robert Rutherford
Furniture Specialist
Phone: 835-1891 ext. 173
E-Mail: robertrutherford@cosainc.com

Discuss and consider approving a line item transfer for the Human Resources Department
Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Sally Goetz, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Human Resources Department

Background

This transfer will allow for an additional 50 hours of technical assistance from an Oracle consultant to complete the preparation of the system for our annual open enrollment and electronic file feed processes. This consultant has been working with the HR and IT departments since late 2009 and is familiar with our specific system set-up.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.004310	Advertising and Legal Notices	6200.00	
To	0100.0402.004100	Professional Services	6200.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sally Goetz Started On: 06/23/2011 10:50 AM
 Final Approval Date: 06/23/2011

MAY 2011 TREASURERS REPORT ON THE WILLIAMSON COUNTY FINANCES

Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for May 2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Treasurers Report May 2011](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 06/22/2011 03:40 PM
Final Approval Date: 06/23/2011

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF VIVIAN L. WOOD
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
MAY TERM 2011

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2011, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **MAY 2011**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$375,010,208.43.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2011.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance May 31, 2011
GENERAL FUND	\$ 15,999,500.00
TOBACCO FUNDS	\$ 3,200,000.00
DEBT SERVICE	\$ 7,500,000.00
ROAD & BRIDGE	\$ 6,000,000.00
CAPITAL PROJECTS FUND	\$ 50,928,995.83
TOTAL	\$ 83,628,495.83

**WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

ACCOUNT NAME	TEXPOOL BALANCE 5/31/11	TEXPOOL PRIME BALANCE 5/31/11	TEXSTAR BALANCE 5/31/11	GRAND TOTAL
COURTHOUSE SECURITY	77,620.94			77,620.94
COUNTY RMP	847,311.20			847,311.20
GENERAL FUND	37,860.12	54,267,644.14		54,305,504.26
LIBRARY FUND	604,639.07			604,639.07
COURT REPORTER SVC	685,725.70			685,725.70
TOBACCO FUNDS	8,403.69	562,282.27		570,685.96
KARST	1,654,258.04			1,654,258.04
CO RECORD ARCHIVE	406,609.00			406,609.00
TCEQ AIR CHECK GRANT	1,113,511.02			1,113,511.02
TCEQ LIP	144,480.45			144,480.45
ROAD AND BRIDGE	24,445.97	12,143,706.03		12,168,152.00
TOTAL CO'S & BOND	15,504,448.00	126,419,285.61	1,551,561.51	143,475,295.12
DEBT SERVICE	484,664.15	27,541,317.38		28,025,981.53
BENEFITS	13,146.65	470,967.22		484,113.87
2008 TAN	97,290.62	4,554,204.74		4,651,495.36
*RESTRICTED FUNDS	1,600,721.20			1,600,721.20
TOTALS	\$ 23,305,135.82	\$ 225,959,407.39	\$ 1,551,561.51	\$ 250,816,104.72

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation May 31, 2011	
GENERAL FUND	\$	38,979,046.14
PAYROLL	\$	1,116,654.14
CSCD TREASURER	\$	469,907.60
<hr/>		
TOTAL	\$	40,565,607.88

Bank Statement Reconciliation Report
Ending May 31, 2011
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$ 41,581,184.05
ADD:	
OUTSTANDING DEPOSITS	\$
 SUBTRACT:	
OUTSTANDING CHECKS	\$ (2,602,137.91)
 RECONCILED BANK BALANCE	 <u>\$ 38,979,046.14</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$ 38,732,621.41
ADD:	
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL JUNE 2011	\$ 234,616.55
 SUBTRACT:	
INSUFFICIENT FUNDS CHECKS	\$ (3.75)
 BANK INTEREST 0.325%	\$ 11,811.93
 RECONCILED BOOK BALANCE	 <u>\$ 38,979,046.14</u>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 <u>\$ (0.00)</u>

NOTES:

Bank Statement Reconciliation Report
Ending May 31, 2011
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,154,102.36
ADD:		
OUTSTANDING DEPOSITS	\$	
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(5,550.75)
ESCROW OUTSTANDING CHECKS	\$	(31,897.47)
ADJUSTMENTS:	\$	
RECONCILED BANK BALANCE	\$	<u>1,116,654.14</u>
<hr/>		
BOOK BALANCE	\$	1,116,654.14
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
BANK INTEREST EARNED \$483.67 at 0.325% (Payroll interest is <i>NOT</i> considered revenue by the Auditors.)		
ADJUSTMENTS:		
OUTSTANDING DEPOSIT	\$	
RECONCILED BOOK BALANCE	\$	<u>1,116,654.14</u>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>(0.00)</u>

NOTES:

Bank Statement Reconciliation Report
Ending May 31, 2011
CSCD ACCOUNT

BALANCE PER BANK	\$	480,604.29
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(10,696.69)
 RECONCILED BANK BALANCE	\$	<u>469,907.60</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	469,759.44
ADD:		
OUTSTANDING DEPOSIT	\$	0.00
 SUBTRACT:		
	\$	0.00
 BANK INTEREST 0.325%	\$	148.16
 RECONCILED BOOK BALANCE	\$	<u>469,907.60</u>

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL May 2011
TOTAL TAXES	\$ 766,847.03
TOTAL FEES OF OFFICE	\$ 2,212,692.67
TOTAL FINES AND FORFEITURES	\$ 337,095.39
TOTAL CHARGES FOR SERVICES	\$ 1,011,146.33
TOTAL INTERGOVERNMENTAL	\$ 699,128.31
TOTAL INVESTMENT INCOME/OTHER	\$ 105,651.04
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TOTAL REVENUES	\$ 5,132,560.77

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL May 2011	
TOTAL GENERAL GOVERNMENT	\$	1,691,860.20
TOTAL PUBLIC SAFETY	\$	4,933,598.68
TOTAL JUDICIAL	\$	1,385,772.47
TOTAL COMMUNITY SERVICES	\$	165,143.69
<hr/>		
TOTAL EXPENDITURES	\$	8,176,375.04

Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 06/28/2011
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, destruction, or trade-in.

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: 06/22/2011 09:00 AM
Final Approval Date: 06/23/2011

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	WEEDEATER - PB230NL	05007174		Non-Working
1	WEEDEATER - SB1028	004008		Non-Working
1	WEEDEATER - SRM2601	033248		Non-Working
1	WEEDEATER - SRM2617	06024944		Non-Working
1	WEEDEATER - SRM260	06017098		Non-Working

Parties involved:

FROM (Transferor Department): URS

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

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

* 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](#)
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	CHAINSAW	227232321		Non-Working
1	CHAINSAW	218525335		Non-Working
1	CHAINSAW	2305433857		Non-Working
1	CHAINSAW	226031400		Non-Working

Parties involved:
FROM (Transferor Department): URS
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

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

* 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

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Williamson County

Asset Status Change Form

[Print 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	WEEDEATER - SRM3800	029100		Non-Working
1	WEEDEATER - SRM260	05011679		Non-Working
1	WEEDEATER - 3100	564049		Non-Working
1	LEAFBLOWER - UT08542A	AXH2432430		Non-Working
1	LEAFBLOWER	463816		Non-Working

Parties involved:
FROM (Transferor Department): URS
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

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

* 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
 ☐ 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	RADIUS GM 300 (M43GMC29C2AA)	159TUE3484	NONE	Working
1	RADIUS GM 300 (M43GMC29C2AA)	159TXYC581	NONE	Working
1	RADIUS GM 300 (M34GMC29C3AA)	159TXYD575	NONE	Working
1	RADIUS GM 300 (M43GMC29C2AA)	159TUE3511	NONE	Working
1	RADIUS GM 300 (M43GMC29C2AA) (SEE ATTACHED CONTD)	159TUE3523	A110432	Working

Parties involved:**FROM** (Transferor Department): RCS WIRELESS COMMUNICATIONS DEPARTMENT**Transferor - Elected Official/Department Head/****Authorized Staff:**

CATHERINE ROBERTS

Print Name

Signature

Contact Person:

CATHERINE ROBERTS

Print Name

+1 (512) 943-3575

Date Phone Number

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

LSARA

Transferee - Elected Official/Department Head/**Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

LONESTAR AMATEUR CLUB

Print Name

Signature

Contact Person:

CRAIG BOEGLER

Print Name

+1 (512) 564-4050

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 _____

[illegible]



LSARA
Lone Star Amateur Radio Assoc.
www.lsara.org

Lone Star Amateur Radio Association is a 501 (c) 3 Nonprofit Organization under Internal Revenue Code of 1986

Received our 501c3 Status July14 2009

Employer Identification Number:

26-3028362

Public Charity Status:

509 (a) (2)

Contributions to LSARA are deductible Under Section 170 of the Code. We qualified to receive Tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the code.

All cash Donation will receive a receipt

Our goal is to promote Amateur Radio as a worthwhile hobby, to promote the advancement of technical competence and operator skills in the art of Amateur Radio, and serve the community by providing public service and emergency communication.

Contact Us:

Lone Star Amateur Radio Association

P.O .Box 2272

Georgetown TX. 78627

E-mail

lsara@lsara.org

Contact Person

Craig Boegler w5tsn@suddenlink.net



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

May 25, 2011

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office

LONE STAR AMATEUR RADIO ASSOCIATION

is exempt from payment of franchise tax and consequently is in good standing
with this office.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 25th day of
May 2011 A.D.

A handwritten signature in cursive script that reads "Susan Combs".

Susan Combs
Texas Comptroller

Taxpayer number: 32036736281
File number: 0800963485

Form 05-303(Rev. 1-03/6)



Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:		Records Mngt - 390	684	
1FTRX17LXWNA49713		Department	Door Number	
Vehicle Identification Number				
108-7660	1998	Ford	F150	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 104843

☒ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Jay Schade Signature [Signature] Date 6/14/11

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) ☐ Vehicle Marked for Auction and moved to Auction Yard

☐ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 6-15-11

Williamson County

Asset Status Change Form

Print 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:** *all county purchased assets per Kathy Blankenship*

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
1	blue chair	La-Z-Boy 001240229	A104012	Working
1	blue chair	"	A104068	
1	blue chair	"	A104019	
1	blue chair	"	A104067	
1	blue chair	"	A104021	

Parties involved:**FROM** (Transferor Department): CSCD/Adult Probation**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Marty Griffith

Kathy Blankenship

Print Name

Print Name

943-3517

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

* 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

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: all county purchased assets per Kathy Blankenship

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	blue secretary chair	Hon	A104027	Working
1	blue secretary chair		A110926	

Parties involved:

FROM (Transferor Department): CSCD/Adult Probation

Transferor - Elected Official/Department Head/Authorized Staff:

Marty Griffith

Print Name

Signature

Contact Person:

Kathy Blankenship

Print Name

943-3517

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

Signature

Print Name

Date Phone Number

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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 _____

Agreement for 2010/2011 with Emergency Service District #1, Jollyville Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement for 2010/2011 with Emergency Service District #1, Jollyville.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Agreement ESD 1 Jollyville 2010 2011](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 06/22/2011 09:47 AM
Final Approval Date: 06/23/2011

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.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the 1st day of October, 2011.

EMERGENCY SERVICE ORGANIZATIONS:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: Adam Bryant
Printed Name: Adam Bryant
Representative Capacity: President
Date: June 15, 2011

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____
Printed Name: _____
Representative Capacity: _____
Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Printed Name: _____
Representative Capacity: _____
Date: _____, 20____



WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

9218 Anderson Mill Road, Austin, Texas 78729

Phone (512) 258-1038 • Fax (512) 258-1837

June 15, 2011

Dan Gattis
Williamson County Judge
Courthouse
Georgetown, Texas 78626

Dear Judge Gattis,

The \$40,000.00 received from Williamson County for the 2009 – 2010 Agreement was transferred to the Jollyville Volunteer Fire Department operating budget to cover training and personal protective equipment.

Sincerely,

Adam Bryant
President
Board of Commissioners

Agreement for 2010/2011 with Jollyville Volunteer Fire Department. Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement for 2010/2011 with Jollyville Volunteer Fire Department.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement Jollyville VFD 2010 2011](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 06/22/2011 10:32 AM
Final Approval Date: 06/23/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

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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:
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 - 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.
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C. Emergency Medical Service Involvement

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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
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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.

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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.

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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 which 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: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT

By: John T. Kibacoff

Printed Name: JOHN T. KIBACOFF

Representative Capacity: FIRE CHIEF

Date: JUNE 15, 2011

SAM BASS VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

TAYLOR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

Ekrut Contract

Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Mark and Darla Ekrut for ROW needed on SH 29 Advance Acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [EKRUT Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 06/23/2011 08:25 AM
Final Approval Date: 06/23/2011

REAL ESTATE CONTRACT
SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by MARK EKRUT and DARLA EKRUT (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

Lot 4, TWENTY-NINE RANCH, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet K, Slides 115-116, Plat Records Williamson County, Texas, as conveyed to grantor in the General Warranty Deed with Vendor's Lien recorded as Document Number 9706477, Williamson County Deed Records. Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds description of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property shall be \$375,053.00

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before the 45th day after the effective date of this Contract, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of (1) any title curative matters if necessary for items as shown on the Title Commitment or in the contract or (2) the survey completion obligation described herein (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

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

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, if any;
- (b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, As Tenant, the Property for a term of six (6) months, such term

commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "A".

Prorations

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

Closing Costs

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

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

ARTICLE VI ESCROW DEPOSIT

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

ARTICLE VII BREACH BY SELLER

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

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit be forthwith returned by the title company to the Seller.

**ARTICLE IX
MISCELLANEOUS
Notice**

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

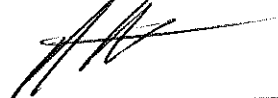
9.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

9.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

(Signatures on the following page.)

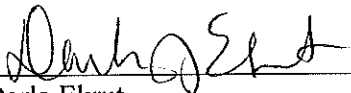
SELLER:



Mark Ekrut

Date: 6-19-2011

Address: 9769 Hwy 29 west
Georgetown TX 78628



Darla Ekrut

Date: _____

Address: 9769 Hwy 29 W
Georgetown TX 78628

PURCHASER:

County of Williamson, Texas

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Leaseback Agreement

Basic Terms

Effective Date: _____, 2011

Landlord: WILLIAMSON COUNTY, TEXAS

Landlord's Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Tenant: MARK AND DARLA EKRUT

Tenant's Address: 9769 W. State Highway 29
Georgetown, Texas 78628

Premises: The following described property located in Williamson County, Texas, being all of the same property purchased on this date by Landlord from Tenant:

a. Land. Lot 4, TWENTY-NINE RANCH, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet K, Slides 115-116, Plat Records Williamson County, Texas, as conveyed to grantor in the General Warranty Deed with Vendor's Lien recorded as Document Number 9706477, Williamson County Deed Records (the "Land");

b. Buildings. All improvements and fixtures owned by Landlord and located on the Land (the "Building") that are considered part of the real property, and specifically excluding any personal property of Landlord or any tenant located on the Land;

c. Other Property.

(i) The interest of the lessor or landlord under all leases, tenancies, rental, use, occupancy, and concession agreements covering space on the Land (hereinafter called the "Leases");

(ii) All of Landlord's interest in the following to the extent they relate to the ownership, use, leasing, maintenance, service, or operation of the Land or Buildings and are assignable without the consent of or payment to any other party: (i) contracts or agreements such as maintenance, service, or utility contracts, (ii) warranties, guaranties, indemnities and claims, (iii) development rights, utility capacity, governmental approvals, licenses and permits, and (iv) plans, drawings,

specifications, surveys, engineering reports and environmental reports;
and

(iii) All and singular the rights and appurtenances pertaining to any of the foregoing, including without limitation, the right of the Landlord, if any, in and to adjacent streets, alleys, easements, rights-of-way and rights of ingress and egress thereto.

Term: One (1) year from the Effective Date, subject to early termination as provided herein.

Termination Date: One (1) year from the Effective Date, or such earlier date as determined by the early termination provisions herein.

Rent: One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month, payable on the first day of each month.

Security Deposit: N/A

Permitted Use: Any lawful use.

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

"Subtenant" means (a) any tenant, licensee or other occupant or party entitled to use all or any portion of the Premises as of the Effective Date under any of the Leases and (b) subject to Paragraph 20, any tenant, licensee or other occupant or party entitled to use all or any portion of the Premises after the Effective Date pursuant to a sublease or other agreement entered into with Tenant.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date.

2. Accept the Premises in their present condition "AS IS".

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises; provided, that in no event will Tenant be required to make any alterations or additions to the Premises in order to bring the Premises into compliance with applicable law.

4. Pay or cause to be paid the normal and customary costs of any maintenance or other operating or use expenses related to or required for the Premises during the Term.

5. Maintain during the Term insurance coverage on the Building in the same manner as currently provided.

6. Vacate the Premises on the last day of the Term or as otherwise required herein.

7. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

8. Pay all ad valorem property taxes assessed against the Land, Building and other portions of the Premises.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a public nuisance.
3. Allow a lien to be placed on the Premises that will not be released or extinguished as of the end of the Term.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date.

D. Landlord agrees not to—

1. Interfere with Tenant's quiet and peaceful enjoyment and possession of the Premises as long as Tenant is not in default beyond applicable grace or cure periods.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any additions or improvements now or hereafter located on the Premises will become the property of Landlord at the end of the Term unless removed by Tenant prior to the Termination Date. Tenant shall be entitled, but not required, to remove any additions or improvements, other than the Building, now or hereafter located on the Premises prior to the termination date. Tenant shall repair any alterations or restore the Premises to the condition existing at the Effective Date. Upon termination of this Leaseback Agreement, the Premises shall be surrendered to Landlord.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Casualty/Total or Partial Destruction.* Neither party shall be entitled to terminate this Leaseback Agreement or abate rent as a result of fire or any other casualty nor shall either party have any duty or obligation to rebuild or restore any damaged improvements. Tenant shall be entitled to receive and retain all proceeds of insurance paid in connection with any casualty damage occurring during the Term, and Landlord waives any interest in such proceeds.

4. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Leaseback Agreement within thirty days after written notice; provided, that if such default cannot reasonably be cured within such thirty day period but Landlord commences and thereafter diligently attempts to cure such default during and after such thirty day period, then Landlord shall be entitled to such reasonable additional period of time as is necessary to cure such default.

5. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and/or injunctive relief.

6. *Default by Tenant/Events.* Defaults by Tenant are failing to comply within thirty days after written notice with any provision of this Leaseback Agreement; provided, that if such default cannot reasonably be cured within such thirty day period but Tenant commences and thereafter diligently attempts to cure such default during and after such thirty day period, then Tenant shall be entitled to such reasonable additional period of time as is necessary to cure such default.

7. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this Leaseback Agreement by written notice and/or sue for damages.

8. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Leaseback Agreement does not preclude pursuit of other remedies in this Leaseback Agreement or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

9. *Holdover.* If Tenant does not vacate the Premises following termination of this Leaseback Agreement, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

10. *Attorney's Fees.* If either party retains an attorney to enforce this Leaseback Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

11. *Venue.* Exclusive venue is in the county in which the Premises are located.

12. *Entire Agreement.* This Leaseback Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Leaseback Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Leaseback Agreement.

13. *Amendment of Lease.* This Leaseback Agreement may be amended only by an instrument in writing signed by Landlord and Tenant.

14. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASEBACK AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASEBACK AGREEMENT.

15. *Notices.* Any notice required or permitted under this Leaseback Agreement must be in writing. Any notice required by this Leaseback Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Leaseback Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

A copy of any notice given to Tenant shall be given at the same time and in the same manner as the notice to Tenant to:

Mark and Darla Ekrut
9769 W. State Highway 29
Georgetown, Texas 78628

A copy of any notice given to Landlord shall be given at the same time and in the same manner as the notice to Landlord to:

Sheets & Crossfield, P.C.
Attn: Charlie Crossfield
309 East Main Street
Round Rock, Texas 78664
512/255-8877
ccrossfield@sheets-crossfield.com

16. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

17. *Leaseback; Assignment of Leases and Other Property.* This Leaseback Agreement is executed simultaneously with the sale of the Premises by Tenant to Landlord and is intended to be a leaseback of the entire property and all rights, benefits and privileges thereof sold to Landlord by Tenant. In addition to leasing Tenant all of the Premises for the term, Landlord hereby assigns, transfers and conveys to Tenant all of Landlord's right, title and interest in the Leases and the other personal property described in the description of Premises herein. Tenant assumes the obligation for the performance of any and all of the obligations of Landlord under the Leases and such other personal property. Landlord shall not be entitled to receive any portion of the amounts payable under any Lease.


18. *Sublease; Assignment.*

- a. Tenant may not assign, sublet or agree to occupancy of the Property during the Term by any other person or entity in whole or in part without Landlord's consent.

19. *Early Termination Option.* Either Landlord or Tenant may terminate this Leaseback Agreement at any time by delivering thirty (60) days prior written notice of such early termination to Tenant. By way of example, if Landlord delivers the Termination Notice on January 1, 2012, this Leaseback Agreement shall terminate on March 3, 2012. Landlord and Tenant's obligations under this Paragraph shall survive the termination of this Leaseback Agreement.

TENANT:

MARK EKRUT

By: _____
Mark Ekrut

DARLA EKRUT

By: _____
Darla Ekrut

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Discuss Disaster Declaration Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Hal Hawes, County Judge
Submitted For: Hal Hawes
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on clarifying the meaning and intent of prohibiting a Public Display of Fireworks on a day when a Red Flag Warning has been issued by the National Weather Service, as more fully set forth in Paragraph 7(c) of the current Order Declaring a Local State of Disaster.

Background

Paragraph 7 of the current Disaster Declaration sets for that the Declaration and Order SHALL NOT PROHIBIT Public Displays of fireworks if:

- a. the Public Display of fireworks is conducted by a licensed pyrotechnics company or individual who is authorized and permitted to conduct a Public Display of fireworks in accordance with Chapter 2154 of the Texas Occupations Code;
- b. the Public Display is approved and permitted by the local jurisdiction responsible for fire response and service to the location of the Public Display;
- c. the Public Display is not conducted on a day that is designated as a red flag warning day by the National Weather Service.

Area Fire Service Divisions and entities have asked for a clarification on the prohibition against conducting a Public Display on day that is designated as a "Red Flag Warning Day." Over the past few weeks, most Red Flag Warnings that have been issued for a particular day have expired at 8 p.m. for Williamson County. The local Fire Service Divisions and entities would like to know if a Public Display can be conducted if either the Red Flag Warning expires prior to the time of the display or "Red Flag" conditions no longer exist at the time of the display.

"Red Flag" conditions exist when there is:

1. a sustained wind average 15 mph or greater;
2. relative humidity less than or equal to 25 percent; and
3. a temperature of greater than 75 degrees F.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: Disaster Declaration

Form Routing/Status

Form Started By: Hal Hawes Started On: 06/23/2011 09:49
AM

Final Approval Date: 06/23/2011



DAN A. GATTIS
COUNTY JUDGE

LISA BIRKMAN
COMMISSIONER, PRECINCT 1

CYNTHIA LONG
COMMISSIONER, PRECINCT 2

VALERIE COVEY
COMMISSIONER, PRECINCT 3

RON MORRISON
COMMISSIONER, PRECINCT 4

WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY COURTHOUSE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626
(512) 943-1550

ORDER EXTENDING A DECLARATION OF A LOCAL STATE OF DISASTER FOR WILLIAMSON COUNTY, TEXAS AND RESTRICTING THE SALE OR USE OF FIREWORKS

WHEREAS, the County of Williamson, Texas, due to drought, dry vegetation, wind, and/or other weather related conditions, is experiencing the occurrence and imminent threat of widespread and severe damage, injury, and/or loss of life and property resulting from:

Wildfires, and in particular, wildfires caused by fireworks and the burning of combustibles outside of an enclosure that serves to fully contain all flames and sparks; and

WHEREAS, Section 418.004(1) of the *Texas Government Code* defines disaster to be the "occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency;" and

WHEREAS, after hearing evidence received through both testimony on June 7th, 2011 during a duly called session of the Williamson County Commissioners Court and by statements provided by Williamson County Emergency Management personnel, the Williamson County Fire Chief's Association, and several area Fire Chiefs for fire departments serving this County, the County Judge of Williamson County determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property; and

WHEREAS, after the County Judge of Williamson County made the above said determination, he issued an "Order Declaring a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks" on June 14, 2011 pursuant to the authority granted in the Texas Disaster Act of Chapter 418 of the *Texas Government Code* and Section 352.051 of the *Texas Local Government Code*, which said Order is attached hereto and incorporated herein as **Attachment "1"** (hereinafter referred to as the "**Declaration and Order**"); and

WHEREAS, on June 15, 2011, Texas Governor, Rick Perry, granted the Williamson County Judge's request for an extension of the restrictions that exceed the restrictions authorized to

counties in Section 352.051 of the *Texas Local Government Code*, which are contained in the Declaration and Order, thereby extending the restriction on the sale and use of fireworks in Williamson County through **7:00 a.m. on July 5, 2011**. A copy of Governor Rick Perry's letter granting such extension is attached hereto and incorporated herein as **Attachment "2"**; and

WHEREAS, the drought conditions documented in Exhibit "C" of the Declaration and Order remain as great or worse as of the date hereof; and

WHEREAS, the current Keetch-Byram Drought Index (KBDI) mean reading for Williamson County, Texas places Williamson County in the category of **EXCEPTIONAL DROUGHT CONDITIONS** and there has been no significant amount of precipitation in the unincorporated area of Williamson County in the past twenty-four (24) hours and current weather predictions do not predict any significant amount of precipitation for the next five (5) days; and

WHEREAS, Section 418.108(b) of the *Texas Government Code* sets for that the Declaration and Order issued by the County Judge of Williamson County shall continue for a period of seven (7) from the date issued unless such Declaration and Order be extended by the consent of the Williamson County Commissioners Court;

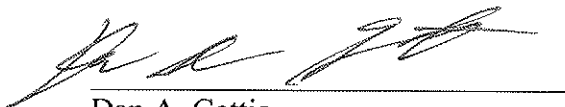
WHEREAS, due to the disaster conditions as cited herein, the Williamson County Commissioners Court **must protect the health, safety and welfare** of the County's citizens; and

NOW THEREFORE, pursuant to the authority granted in the Section 418.108(b) of the *Texas Government Code*, **BE IT DECLARED and ORDERED**, by the Williamson County Commissioners Court, that:

1. The Declaration and Order issued by the County Judge of Williamson County on June 14, 2011, which is attached hereto as **Attachment "1"**, is hereby extended, in its entirety, through **7:00 a.m. on July 5, 2011**;
2. The Williamson County Commissioners Court hereby acknowledges Texas Governor Rick Perry's granting of the request for an extension of the restriction on the sale and use of fireworks in Williamson County through **7:00 a.m. on July 5, 2011**, which said grant of extension is more fully set forth in **Attachment "2"** herein below;
3. This Order Extending the Declaration of a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks shall control as to any conflicting order or orders relating to outdoor burning issued by the Williamson County Commissioners Court until this order expires pursuant to its terms;
4. Following the expiration of this order at **7:00 a.m. on July 5, 2011**, any other Order Prohibiting Outdoor Burning then in effect shall continue in effect until the time period set forth therein;

5. Pursuant to Section 418.108(c) of the *Texas Government Code*, this Declaration and Order shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Williamson County;
6. In accordance with Sections 418.108(i) & 418.173 of the *Texas Government Code*, a person who knowingly or intentionally violates this Order commits a Class B misdemeanor, punishable by a fine that does not exceed \$1,000.00 and confinement in jail for a term not to exceed 180 days;
7. In accordance with Section 418.108(i) of the *Texas Government Code* and Section 352.051 of the *Texas Local Government Code*, an affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by this Order; and
8. In the event the drought conditions diminish between now and the end of the effective date and time of this Order Extending the Declaration of a Local State of Disaster for Williamson County, Texas and Restricting the Sale or Use of Fireworks, the Williamson County Commissioners Court shall reevaluate said order at that time.

This Order is adopted by the Williamson County Commissioners Court on this 21st day of June, 2011, effective immediately and continuing through 7:00 a.m. on July 5, 2011.



Dan A. Gattis
Williamson County Judge
710 Main St., Suite 101
Georgetown, Texas 78626

Attachment “1”



DAN A. GATTIS
COUNTY JUDGE

WILLIAMSON COUNTY, TEXAS

COUNTY JUDGE

LISA BIRKMAN
COMMISSIONER, PRECINCT 1

CYNTHIA LONG
COMMISSIONER, PRECINCT 2

VALERIE COVEY
COMMISSIONER, PRECINCT 3

RON MORRISON
COMMISSIONER, PRECINCT 4

WILLIAMSON COUNTY COURTHOUSE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626
(512) 943-1550

ORDER DECLARING A LOCAL STATE OF DISASTER FOR WILLIAMSON COUNTY, TEXAS AND RESTRICTING THE SALE OR USE OF FIREWORKS

WHEREAS, the County of Williamson, Texas, due to drought, dry vegetation, wind, and/or other weather related conditions, is experiencing the occurrence and imminent threat of widespread and severe damage, injury, and/or loss of life and property resulting from:

Wildfires, and in particular, wildfires caused by fireworks and the burning of combustibles outside of an enclosure that serves to fully contain all flames and sparks; and

WHEREAS, Section 418.004(1) of the *Texas Government Code* defines disaster to be the "occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency;" and

WHEREAS, the County Judge of Williamson County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property by evidence received through testimony on June 7th, 2011 during a duly called session of the Williamson County Commissioners Court and by statements provided by Williamson County Emergency Management personnel, the Williamson County Fire Chief's Association, and several area Fire Chiefs for fire departments serving this County, which are attached as Exhibit "A" hereto and incorporated herein by reference; and

WHEREAS, the Governor of the State of Texas, the Honorable Rick Perry, issued a Proclamation on June 11, 2011, certifying that Texas counties, including Williamson County and its surrounding counties of Bell, Travis, Milam, and Burnet, are threatened by extreme fire hazards due to dry frontal passages posing significant fire danger because of the large amount of cured grass across the state, said Proclamation being attached as Exhibit "B" hereto and incorporated herein by reference; and

WHEREAS, the Governor's Proclamation originally issued on December 21, 2010 issued in accordance with the authority vested by Section 418.014 of the *Texas Government Code* which was subsequently renewed by the Governor's Proclamation of May 13, 2011, April 15, 2011, March 18, 2011, February 17, 2011, January 19, 2011 and directs all necessary measures both public and private as authorized by Section 418.017 of the *Texas Government Code* be implemented to meet that threat; and

WHEREAS, the Governor's Proclamation of May 13, 2011 requires certain emergency measures be taken pursuant to Chapter 418 of the *Texas Government Code*, titled the "Texas Disaster Act of 1975," relating to Emergency Management; and

WHEREAS, Section 418.108 of the *Texas Government Code* authorizes the County Judge to include in his declaration of disaster prohibitions that exceed the restrictions authorized by Section 352.051 of the *Texas Local Government Code*; and

WHEREAS, the Texas Occupations Code Section 2154.202(g) authorizes retail fireworks permit holders to sell fireworks to the public **only** beginning June 24th and ending at midnight on July 4th; and

WHEREAS, Williamson County, Texas is in an extreme drought condition as documented by the Texas Forest Service **Exhibit "C"** attached hereto and incorporated herein, whose Keetch-Byram Drought Index (KBDI) records indicate (as of June 13, 2011), the current average KBDI reading for Williamson County is 696 and predicted to be higher within 14 days of today's date; and

WHEREAS, the current KBDI mean reading for Williamson County, Texas places Williamson County in the category of **EXCEPTIONAL DROUGHT CONDITIONS**; and

WHEREAS, there has been no significant amount of precipitation in the unincorporated area of Williamson County in the past twenty-four (24) hours and current weather predictions do not predict any significant amount of precipitation for the next five (5) days; and

WHEREAS, the Williamson County Commissioners Court issued an Order prohibiting outdoor burning ("Burn Ban") on May 24, 2011 and it remains in effect until June 26, 2011. Said Order is attached hereto as **Exhibits "D"**. The Williamson County Commissioners Court will consider extending such Burn Ban at its June 21, 2011 Commissioners Court session so that specific types of outdoor burning will be prohibited in Williamson County following the Fourth of July Holiday; and

WHEREAS, due to the disaster conditions as cited herein the County Judge of Williamson County **must protect the health, safety and welfare** of the County's citizens; and

NOW THEREFORE, BE IT DECLARED and ORDERED pursuant to the authority granted in the Texas Disaster Act of Chapter 418 Texas Government Code and Section 352.051 of the *Texas Local Government Code*, as follows:

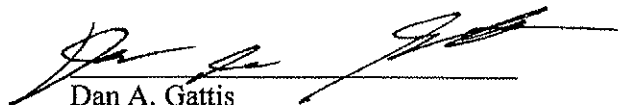
1. That a local state of disaster is hereby declared for Williamson County pursuant to Section 418.108(a) of the *Texas Government Code*;
2. Pursuant to Section 418.108(b) of the *Texas Government Code*, this Declaration and Order shall continue for a period of seven (7) days from the date hereof unless extended by the consent of the Williamson County Commissioners Court;
3. Pursuant to Section 418.108(i) of the *Texas Government Code*, the prohibitions set forth herein that exceed the restrictions authorized by Section 352.051 of the *Texas Local Government Code*, namely restricting the sale or use of fireworks, shall continue for a period of not more than sixty (60) hours from the date and time of this Declaration and Order unless extended by the Governor for the State of Texas;
4. Pursuant to Section 418.108(d) of the *Texas Government Code*, this Declaration and Order activates the recovery and rehabilitation aspects of the Williamson County Emergency Management Plan and authorizes the furnishing of aid and assistance under this Declaration and Order. The preparedness and response aspects of the Williamson County Emergency Management Plan are hereby activated and shall take effect immediately upon this Declaration and Order;
5. Pursuant to Section 418.108(c) of the *Texas Government Code*, this Declaration and Order shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Williamson County;
6. Except as otherwise stated herein, the sale and use of fireworks **SHALL BE PROHIBITED** in Williamson County, Texas;
7. This Declaration and Order **SHALL NOT PROHIBIT** Public Displays of fireworks if:
 - a. the Public Display of fireworks is conducted by a licensed pyrotechnics company or individual who is authorized and permitted to conduct a Public Display of fireworks in accordance with Chapter 2154 of the *Texas Occupations Code*;
 - b. the Public Display is approved and permitted by the local jurisdiction responsible for fire response and service to the location of the Public Display;
 - c. the Public Display is not conducted on a day that is designated as a red flag warning day by the National Weather Service.
8. Except as otherwise stated herein, the burning of any combustible material outside of an enclosure which serves to contain all flames and/or sparks or the engaging in activity

outdoors which could allow flames or sparks that could result in a fire **SHALL BE PROHIBITED** in Williamson County, Texas;

9. This Declaration and Order **SHALL NOT PROHIBIT** the following outdoor burning activities **provided they are conducted on a day that is not designated as a red flag warning day by the National Weather Service:**
- a. use of an outdoor cooking apparatus that is fully contained in a fire enclosure which is designed to prevent any spread of fire, coals, embers and/or sparks;
 - b. burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations; or
 - (c) planting or harvesting of agriculture crops.
 - c. burning activities that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
 - d. burning activities that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - i. Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - ii. Surfaces around welding or hot works area are wetted down;
 - iii. Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - iv. Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
 - v. A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - vi. At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding,

- cutting or grinding operations or hot works operations are being performed;
- vii. No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - viii. If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with the above requirements (v.), (vi.), and (vii.) in this list and is encouraged to comply with requirements (i.)-(iv.) inclusive, if feasible and appropriate, and;
 - ix. If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with the above requirements (v.), (vi.), and (vii.) in this list and is encouraged to comply with requirements (i.)-(iv.) inclusive, if feasible and appropriate.
10. In accordance with Sections 418.108(i) & 418.173 of the *Texas Government Code*, a person who knowingly or intentionally violates this order commits a Class B misdemeanor, punishable by a fine that does not exceed \$1,000.00 and confinement in jail for a term not to exceed 180 days;
11. In accordance with Section 418.108(i) of the *Texas Government Code* and Section 352.051 of the *Texas Local Government Code*, an affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by this Order;
12. In the event the drought conditions diminish between now and the end of the effective date of this Declaration and Order, the County Judge shall reevaluate this Declaration and Order at that time.

This Declaration and Order is adopted this 14th day of June, 2011 at 2:00 pm p.m., effective immediately.



Dan A. Gattis
Williamson County Judge
710 Main St., Suite 101
Georgetown, Texas 78628

Exhibit “A”

Williamson County Fire Chiefs Association

John Kiracofe, President • Doug Hogan, Vice-President • Bobby Shelton, Secretary • Brad Landi, Treasurer

June 9, 2011

The Honorable Judge Dan Gattis
Williamson County Courthouse
Georgetown, Texas 78626

Dear Judge Gattis,

Re: Banning the sale and use of fireworks.

In as much as Governor Rick Perry has declared a state of disaster due to the exceptional drought and adverse weather conditions in the State of Texas, the fire chiefs of the Williamson County fire departments at their June 8th meeting took a vote on banning the sale and use of fireworks. Of the eleven fire chiefs present, eight voted to ban the sale to and the use of fireworks by the general public but to allow public displays by a licensed pyrotechnics company authorized by the State of Texas to discharge fireworks. The authorized pyrotechnics company should not discharge or allow to be discharged any fireworks without proof of liability insurance, a valid permit for the location, as well as a permit issued by the local jurisdiction responsible for fire response in the area prior to the discharge. Three chiefs voted for a total ban on all fireworks. Two chiefs who were not able to attend the meeting did vote by email to ban the sale of fireworks but allow professional displays. Signed documents by the chiefs as well as email votes are attached to this letter.

The Williamson County Fire Chiefs Association respectfully requests a ban on the sale and use of all fireworks except for a licensed pyrotechnic company at a permitted public display. This extraordinary measure must be taken not only to protect property but also for the safety of the firefighters.

Sincerely,



John T. Kiracofe
President
Williamson County Fire Chiefs Association

9218 Anderson Mill Road, Austin, TX. 78729
512-258-1038 (Bus.) 512-258-1837 (Fax)

Proudly Serving the Citizens of Williamson County

Allow First Display

Williamson County Fire Chiefs Association Meeting Attendance

Date 6-8-71

Name

Department

Rank

CHRIS CONNALLY

CEDAR PARK

YES

Robert Shelton

Flarince

YES

John T. Throck

JOLLYVILLE

YES

Don Cooper

Round Rock

yes

Robert Z

San Bass FD

Asst Chief

Gifford

Javrell

Chief

Bill F

Georgetown

Chief

Bruce Watson

PSD #4 / Liberty Hill

*Ban all Fire works
including Public Displays*
Williamson County Fire Chiefs Association
Meeting Attendance

Date 6-8-11
Fire works Bon

Name

DepartmentRank

Pat Excess	Tarcon	Comick	(NO)
Chie Connely	Cedar Park	Chief	
Bill Gardner	Leander	Chief	
Lou Harper	Waco	Chief	



John Kiracofe [redacted] >

Straw Poll for Fireworks Ban?

27 messages

John Sneed [redacted]
To: "John Kiracofe (jkiracofe [redacted])" <jkiracofe [redacted]>

Fri, Jun 3, 2011 at 8:21 AM

Dear John:

Would you please forward this e-mail to the Fire Chief's Association?

Dear Chiefs:

I am taking a straw poll for the possible banning of Fireworks for this 4th of July season.

Please feel free to e-mail me your thoughts at [redacted].

Sincerely,

John Sneed, Sr. Director

Williamson County Emergency Services

P.O. Box 873

Georgetown, TX 78627-0873

512-943-1264

[redacted]

Live Simply – Give More – Expect Less

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of the communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication (electronic or paper). Thank you for your cooperation.

John Kiracofe [REDACTED] Fri, Jun 3, 2011 at 8:39 AM
 To: "Bizzell, Chancy" <[REDACTED]>, "Carroll, Ryan" <[REDACTED]>, "Coatney, David" <[REDACTED]>, "Connealy, Chris" <[REDACTED]>, "Dittman, Charles" <[REDACTED]>, "Ekls, Pat" <[REDACTED]>, "Farris, Keith" <[REDACTED]>, "Fite, Robert" <[REDACTED]>, "Gardner, Bill" <[REDACTED]>, "Gardner, Tracy" <[REDACTED]>, "Harper, Lou" <[REDACTED]>, "Herrera, James" <[REDACTED]>, "Herrin, Marty" <[REDACTED]>, "Hogan, Doug" <[REDACTED]>, "Kerwood, Scott" <[REDACTED]>, "Kieschnick, David" <[REDACTED]>, "Kiracofe, John" <[REDACTED]>, "Kurtin, Duane" <[REDACTED]>, "Landi, Brad" <[REDACTED]>, "Mallinger, James" <[REDACTED]>, "Quinlan, Brian" <[REDACTED]>, "Shell, Clay" <[REDACTED]>, "Shelton, Bobby" <[REDACTED]>, "Sikes, Chris" <[REDACTED]>, "Tschoerner, Clifford" <[REDACTED]>, "Vrabel, Steven" <[REDACTED]>, "Watson, Bruce" <[REDACTED]>, "Woods, Eric" <[REDACTED]>, "Wusterhausen, Billy" <[REDACTED]>

[Quoted text hidden]

John Kiracofe
 Fire Chief
 Jollyville Fire Department

(512) 258-1038 - Office
 (512) 258-1837 - Fax
 [REDACTED]

John Kiracofe [REDACTED] Fri, Jun 3, 2011 at 8:39 AM
 To: John Sneed <[REDACTED]>

Done

[Quoted text hidden]

[Quoted text hidden]

[REDACTED] Fri, Jun 3, 2011 at 10:22 AM
 To: John Kiracofe <[REDACTED]>

> ----- Forwarded message -----
 > From: John Sneed <[REDACTED]>
 > Date: Fri, Jun 3, 2011 at 8:21 AM
 > Subject: Straw Poll for Fireworks Ban?

> To: "John Kiracofe [REDACTED]" [REDACTED]

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> Dear John:

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> Would you please forward this e-mail to the Fire Chief's Association?

> Dear Chiefs:

> I am taking a straw poll for the possible banning of Fireworks for
> this 4th of July season.

> Please feel free to e-mail me your thoughts at [REDACTED].

> Sincerely,

> John Sneed, Sr. Director

> Williamson County Emergency Services

> P.O. Box 873

> Georgetown, TX 78627-0873

> 512-943-1264

> [REDACTED]

> *Live Simply – Give More – Expect Less*

> **

> NOTICE OF CONFIDENTIALITY: The information in this communication is
> confidential and intended only for the exclusive use of the addressee.

> The

> copying, distribution, or other use of the communication by the addressee

> or

> any other person or entity is prohibited. If you have received this

> communication by mistake, please notify the sender immediately and destroy

> all forms of this communication (electronic or paper). Thank you for your

> cooperation.

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> Jarrell is in favor of a fire works ban.

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[Quoted text hidden]

Chris Connealy [REDACTED] Fri, Jun 3, 2011 at 10:27 AM
To: John Kiracofe [REDACTED], "Bizzell, Chancy" [REDACTED], "Carroll, Ryan"
[REDACTED], "Coatney, David" [REDACTED], "Dittman, Charles"
[REDACTED], "Ekiss, Pat" [REDACTED], "Farris, Keith" [REDACTED]
"Fite, Robert" [REDACTED], "Gardner, Bill" [REDACTED], "Gardner, Tracy"
[REDACTED], "Harper, Lou" [REDACTED], "Herrera, James" [REDACTED]
"Herrin, Marty" [REDACTED], "Hogan, Doug" [REDACTED], "Kerwood, Scott"
[REDACTED], "Kieschnick, David" [REDACTED], "Kurtin, Duane"
[REDACTED], "Landi, Brad" [REDACTED], James Mallinger [REDACTED]
"Quinlan, Brian" [REDACTED], "Shell, Clay" [REDACTED], "Shelton, Bobby"
[REDACTED], "Sikes, Chris" [REDACTED], "Tschoerner, Clifford"
[REDACTED], "Vrabel, Steven" [REDACTED], "Watson, Bruce"
[REDACTED], "Woods, Eric" [REDACTED], "Wusterhausen, Billy"
[REDACTED]

I vote to ban them except for professional shows where the local fire department deems it safe.

Thank you,

Chris Connealy

Fire Chief

Cedar Park Fire Department

715 Discovery, Suite 311

Cedar Park, TX 78613

P 512-401-5226 F 512-260-2464

From: John Kiracofe [mailto:[REDACTED]]
Sent: Friday, June 03, 2011 8:39 AM
To: Bizzell, Chancy; Carroll, Ryan; Coatney, David; Chris Connealy; Dittman, Charles; Ekiss, Pat; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kiracofe, John; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Woods,

Eric; Wusterhausen, Billy
Subject: Fwd: Straw Poll for Fireworks Ban?

[Quoted text hidden]

John Kiracofe <[REDACTED]>
To: "Sneed, John" <[REDACTED]>

Fri, Jun 3, 2011 at 10:28 AM

[Quoted text hidden]

John Kiracofe <[REDACTED]>
To: "Sneed, John" <[REDACTED]>

Fri, Jun 3, 2011 at 10:29 AM

[Quoted text hidden]

--

[Quoted text hidden]

Fire Chief Scott D. Kerwood <[REDACTED]>

Fri, Jun 3, 2011 at 10:31 AM

To: Chris Connealy <[REDACTED]>
Cc: John Kiracofe <[REDACTED]>, "Bizzell, Chancy" <[REDACTED]>, "Carroll, Ryan" <[REDACTED]>, "Coatney, David" <[REDACTED]>, "Dittman, Charles" <[REDACTED]>, "Ekiss, Pat" <[REDACTED]>, "Farrls, Keith" <[REDACTED]>, "Fite, Robert" <[REDACTED]>, "Gardner, Bill" <[REDACTED]>, "Gardner, Tracy" <[REDACTED]>, "Harper, Lou" <[REDACTED]>, "Herrera, James" <[REDACTED]>, "Herrin, Marty" <[REDACTED]>, "Hogan, Doug" <[REDACTED]>, "Kieschnick, David" <[REDACTED]>, "Kurtin, Duane" <[REDACTED]>, "Landi, Brad" <[REDACTED]>, James Mallinger <[REDACTED]>, "Quinlan, Brian" <[REDACTED]>, "Shell, Clay" <[REDACTED]>, "Shelton, Bobby" <[REDACTED]>, "Sikes, Chris" <[REDACTED]>, "Tschoerner, Clifford" <[REDACTED]>, "Vrabel, Steven" <[REDACTED]>, "Watson, Bruce" <[REDACTED]>, "Woods, Eric" <[REDACTED]>, "Wusterhausen, Billy" <[REDACTED]>

Agreed

[Quoted text hidden]

--

Scott D. Kerwood

Fire Chief
Hutto Fire Rescue
501 Exchange
PO Box 175
Hutto, TX 78634

512-759-2616 (W)

512-846-1946 (F)

www.huttofirerescue.org

David Kieschnick <[REDACTED]>

Fri, Jun 3, 2011 at 10:34 AM

To: "Fire Chief Scott D. Kerwood" <[REDACTED]>
Cc: Chris Connealy <[REDACTED]>, John Kiracofe <[REDACTED]>, "Bizzell, Chancy" <[REDACTED]>, "Carroll, Ryan" <[REDACTED]>, "Coatney, David" <[REDACTED]>, "Dittman, Charles" <[REDACTED]>, "Ekiss, Pat" <[REDACTED]>

[REDACTED], "Farris, Keith" [REDACTED], "Fite, Robert"
[REDACTED], "Gardner, Bill" [REDACTED], "Gardner, Tracy"
[REDACTED], "Harper, Lou" [REDACTED], "Herrera, James" [REDACTED]
"Herrin, Marty" [REDACTED], "Hogan, Doug" [REDACTED], "Kurtin, Duane" [REDACTED]
"Landi, Brad" [REDACTED], James Mallinger [REDACTED], "Quinlan, Brian"
[REDACTED], "Shell, Clay" [REDACTED], "Shelton, Bobby" [REDACTED]
"Sikes, Chris" [REDACTED], "Tschoerner, Clifford" [REDACTED], "Vrabel, Steven"
[REDACTED], "Watson, Bruce" [REDACTED], "Woods, Eric"
[REDACTED], "Wusterhausen, Billy" [REDACTED]

Agreed as well.

David W. Kieschnick
Fire Chief
Sam Bass Fire Department
16248 Great Oaks Drive
Round Rock, TX 78681
512-255-0100 (office)
[Quoted text hidden]

David Coatney [REDACTED] Fri, Jun 3, 2011 at 10:36 AM
To: Chris Connealy [REDACTED], John Kiracofe [REDACTED], "Bizzell,
Chancy" [REDACTED], "Carroll, Ryan" [REDACTED], Charles Dittman
[REDACTED], "Ekiss, Pat" [REDACTED], "Farris, Keith" [REDACTED]
"Fite, Robert" [REDACTED], "Gardner, Bill" [REDACTED], "Gardner, Tracy"
[REDACTED], "Harper, Lou" [REDACTED], "Herrera, James" [REDACTED]
"Herrin, Marty" [REDACTED], "Hogan, Doug" [REDACTED], "Kerwood, Scott"
[REDACTED], "Kieschnick, David" [REDACTED], "Kurtin, Duane"
[REDACTED], "Landi, Brad" [REDACTED], James Mallinger [REDACTED]
"Quinlan, Brian" [REDACTED], "Shell, Clay" [REDACTED], "Shelton, Bobby"
[REDACTED], "Sikes, Chris" [REDACTED], "Tschoerner, Clifford"
[REDACTED], "Vrabel, Steven" [REDACTED], "Watson, Bruce"
[REDACTED], "Woods, Eric" [REDACTED], Billy Wusterhausen
[REDACTED]

I agree with Chief Connealy

David Coatney

Fire Chief

City of Round Rock Fire Department

203 Commerce Boulevard

Round Rock, Texas 78664-2115

w. 512.218.6630

f. 512.218.5594

Email: [REDACTED]

From: Chris Connealy [REDACTED]
Sent: Friday, June 03, 2011 10:27 AM
To: John Kiracofe; Bizzell, Chancy; Carroll, Ryan; David Coatney; Charles Dittman; Ekiss, Pat; Farris, Keith; Fite, Robert; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Woods, Eric; Billy Wusterhausen
Subject: RE: Straw Poll for Fireworks Ban?

[Quoted text hidden]

Bill Gardner [REDACTED] **Fri, Jun 3, 2011 at 11:21 AM**
To: David Coatney [REDACTED], Chris Connealy [REDACTED], John Kiracofe [REDACTED], "Bizzell, Chancy" [REDACTED], "Carroll, Ryan" [REDACTED], "Charles Dittman" [REDACTED], "Ekiss, Pat" [REDACTED], "Farris, Keith" [REDACTED], "Fite, Robert" [REDACTED], "Gardner, Tracy" [REDACTED], "Harper, Lou" [REDACTED], "Herrera, James" [REDACTED], "Herrin, Marty" [REDACTED], "Hogan, Doug" [REDACTED], "Kerwood, Scott" [REDACTED], "Kieschnick, David" [REDACTED], "Kurtin, Duane" [REDACTED], "Landi, Brad" [REDACTED], James Mallinger [REDACTED], "Quinlan, Brian" [REDACTED], "Shell, Clay" [REDACTED], "Shelton, Bobby" [REDACTED], "Sikes, Chris" [REDACTED], "Tschoerner, Clifford" [REDACTED], "Vrabel, Steven" [REDACTED], "Watson, Bruce" [REDACTED], "Woods, Eric" [REDACTED], Billy Wusterhausen [REDACTED], John Sneed [REDACTED]

I support to ban the sale, possession, and discharge of fireworks this year. I would really like to make sure we ban all fireworks not just fins or sticks, except the ones regulated in the individual municipalities that have to make their own decision for location and safety.

The ban will be discussed at the Commissioners Court this coming Tuesday at @ 9:30 am. I am scheduled to do a short presentation on June 7, and would appreciate as many fire chiefs that could attend to be present for this event so we could demonstrate a unified message on the need for this ban.

Thanks

Bill Gardner

Fire Chief/Emergency Mgmt Coord.

Leander Fire Department

Office- (512) 528-1664

"Saving Lives and Property with Commitment and Excellence"

From: David Coatney [mailto: [REDACTED]]
Sent: Friday, June 03, 2011 10:36 AM
To: Chris Connealy; John Kiracofe; Bizzell, Chancy; Carroll, Ryan; Charles Dittman; Ekiss, Pat; Farris, Keith; Fite, Robert; Bill Gardner; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Woods, Eric; Billy Wusterhausen
[Quoted text hidden]

[Quoted text hidden]

John Kiracofe <[REDACTED]> Fri, Jun 3, 2011 at 11:29 AM
To: "Sneed, John" <[REDACTED]>
[Quoted text hidden]

John Kiracofe <[REDACTED]> Fri, Jun 3, 2011 at 11:30 AM
To: "Sneed, John" <[REDACTED]>

----- Forwarded message -----
From: **Bill Gardner** <[REDACTED]>
Date: Fri, Jun 3, 2011 at 11:21 AM
Subject: RE: Straw Poll for Fireworks Ban?
[Quoted text hidden]
[Quoted text hidden]

John Kiracofe <[REDACTED]> Fri, Jun 3, 2011 at 11:31 AM
To: "Sneed, John" <[REDACTED]>
[Quoted text hidden]

John Kiracofe <[REDACTED]> Fri, Jun 3, 2011 at 11:31 AM
To: "Sneed, John" <[REDACTED]>

----- Forwarded message -----

From: David Coatney <[REDACTED]>
Date: Fri, Jun 3, 2011 at 10:36 AM
Subject: RE: Straw Poll for Fireworks Ban?
[Quoted text hidden]
[Quoted text hidden]

Pat Ekiss <[REDACTED]> Fri, Jun 3, 2011 at 11:57 AM
To: David Coatney <[REDACTED]>, Chris Connealy <[REDACTED]>, John
Kiracofe <[REDACTED]>, "Bizzell, Chancy" <[REDACTED]>, "Carroll, Ryan"
<[REDACTED]>, Charles Dittman <[REDACTED]>, "Farris, Keith"
<[REDACTED]>, "Fite, Robert" <[REDACTED]>, "Gardner, Bill"
<[REDACTED]>, "Gardner, Tracy" <[REDACTED]>, "Harper, Lou" <[REDACTED]>
"Herrera, James" <[REDACTED]>, "Herrin, Marty" <[REDACTED]>, "Hogan, Doug"
<[REDACTED]>, "Kerwood, Scott" <[REDACTED]>, "Kieschnick, David"
<[REDACTED]>, "Kurtin, Duane" <[REDACTED]>, "Landi, Brad" <[REDACTED]> James
Mallinger <[REDACTED]>, "Quinlan, Brian" <[REDACTED]>, "Shell, Clay"
<[REDACTED]>, "Shelton, Bobby" <[REDACTED]>, "Sikes, Chris"
<[REDACTED]>, "Tschoerner, Clifford" <[REDACTED]>, "Vrabel, Steven"
<[REDACTED]>, "Watson, Bruce" <[REDACTED]>, Eric Woods
<[REDACTED]>, Billy Wusterhausen <[REDACTED]>

I vote to ban ALL fireworks displays, professional or otherwise. Yes, I realize that won't be a popular vote but I think with the current unprecedented conditions difficult, sometimes unpopular decisions must be made.

L. Pat Ekiss

Fire Chief/EMC

City of Taylor Fire Department

400 Porter St.

Taylor, Texas 76574

512-352-6992 Office 512-352-6993 Fax



From: David Coatney [mailto:[REDACTED]]

Sent: Friday, June 03, 2011 10:36 AM

To: Chris Connealy; John Kiracofe; Bizzell, Chancy; Carroll, Ryan; Charles Dittman; Pat Ekiss; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Eric Woods; Billy Wusterhausen

[Quoted text hidden]

[Quoted text hidden]

Pat Ekiss <[REDACTED]>

Fri, Jun 3, 2011 at 12:11 PM

To: John Kiracofe [REDACTED]

John - - - disregard my earlier email. I'm on the list. I must have had a BRAIN BUBBLE and missed seeing this one!

Sorry,

L. Pat Ekiss

Fire Chief/EMC

City of Taylor Fire Department

400 Porter St.

Taylor, Texas 76574

512-352-6992 Office 512-352-6993 Fax



From: John Kiracofe [mailto: [REDACTED]]

Sent: Friday, June 03, 2011 8:39 AM

To: Bizzell, Chancy; Carroll, Ryan; Coatney, David; Connealy, Chris; Dittman, Charles; Pat Ekiss; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kiracofe, John; Kurtin, Duane; Landi, Brad; Mallinger, James; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrabel, Steven; Watson, Bruce; Eric Woods; Wusterhausen, Billy

Subject: Fwd: Straw Poll for Fireworks Ban?

[Quoted text hidden]

[REDACTED] <Clay.Shell [REDACTED]> Fri, Jun 3, 2011 at 12:40 PM
 To: John Kiracofe < [REDACTED]>
 Cc: "Bizzell, Chancy" < [REDACTED]>, "Carroll, Ryan" < [REDACTED]>, "Coatney, David" < [REDACTED]>, "Connealy, Chris" < [REDACTED]>, "Dittman, Charles" < [REDACTED]>, "Ekiss, Pat" < [REDACTED]>, "Farris, Keith" < [REDACTED]>, "Fite, Robert" < [REDACTED]>, "Gardner, Bill" < [REDACTED]>, "Gardner, Tracy" < [REDACTED]>, "Harper, Lou" < [REDACTED]>, "Herrera, James" < [REDACTED]>, "Herrin, Marty" < [REDACTED]>, "Hogan, Doug" < [REDACTED]>, "Kerwood, Scott" < [REDACTED]>, "Kieschnick, David" < [REDACTED]>, "Kiracofe, John" < [REDACTED]>, "Kurtin, Duane" < [REDACTED]>, "Landi, Brad" < [REDACTED]>, "Mallinger, James" < [REDACTED]>, "Quinlan, Brian" < [REDACTED]>, "Shelton, Bobby" < [REDACTED]>, "Sikes, Chris" < [REDACTED]>, "Tschoerner, Clifford" < [REDACTED]>, "Vrabel, Steven" < [REDACTED]>, "Watson, Bruce" < [REDACTED]>, "Woods, Eric" < [REDACTED]>, "Wusterhausen, Billy" < [REDACTED]>

From Chief Fite & Shell,

We vote to ban fireworks, except for professional shows where the local fire department deems it safe.

Georgetown has a unique area for professional fireworks.

Thanks,
 Clay

"Be who you are and say what feel... because those that matter... don't mind... and those that mind... don't matter"

[Quoted text hidden]

John Kiracofe < [REDACTED]>
 To: "Sneed, John" < [REDACTED]>

Fri, Jun 3, 2011 at 1:04 PM

[Quoted text hidden]

John Kiracofe < [REDACTED]>
 To: Pat Ekiss < [REDACTED]>

Fri, Jun 3, 2011 at 1:07 PM

Hey, I can relate. I did go check the WILCO Chiefs group just to make sure you were included and you were.

[Quoted text hidden]

DUANE KURTIN < [REDACTED]>
 To: John Kiracofe < [REDACTED]>

Fri, Jun 3, 2011 at 3:07 PM

Ban them.

From: John Kiracofe <[REDACTED]>
To: "Bizzell, Chancy" <[REDACTED]>; "Carroll, Ryan" <[REDACTED]>; "Coatney, David" <[REDACTED]>; "Connealy, Chris" <[REDACTED]>; "Dittman, Charles" <[REDACTED]>; "Ekiss, Pat" <[REDACTED]>; "Farris, Keith" <[REDACTED]>; "Fite, Robert" <[REDACTED]>; "Gardner, Bill" <[REDACTED]>; "Gardner, Tracy" <[REDACTED]>; "Harper, Lou" <[REDACTED]>; "Herrera, James" <[REDACTED]>; "Herrin, Marty" <[REDACTED]>; "Hogan, Doug" <[REDACTED]>; "Kerwood, Scott" <[REDACTED]>; "Kieschnick, David" <[REDACTED]>; "Kiracofe, John" <[REDACTED]>; "Kurtin, Duane" <[REDACTED]>; "Landi, Brad" <[REDACTED]>; "Mallinger, James" <[REDACTED]>; "Quinlan, Brian" <[REDACTED]>; "Shell, Clay" <[REDACTED]>; "Shelton, Bobby" <[REDACTED]>; "Sikes, Chris" <[REDACTED]>; "Tschoerner, Clifford" <[REDACTED]>; "Vrabel, Steven" <[REDACTED]>; "Watson, Bruce" <[REDACTED]>; "Woods, Eric" <[REDACTED]>; "Wusterhausen, Billy" <[REDACTED]>

Sent: Fri, June 3, 2011 8:39:25 AM

Subject: Fwd: Straw Poll for Fireworks Ban?

[Quoted text hidden]

Pat Ekiss <[REDACTED]>
To: John Kiracofe <[REDACTED]>

Fri, Jun 3, 2011 at 4:01 PM

Thank you John. Have a great weekend!

L. Pat Ekiss

Fire Chief/EMC

City of Taylor Fire Department

400 Porter St.

Taylor, Texas 76574

512-352-6992 Office 512-352-6993 Fax



From: John Kiracofe [mailto:[REDACTED]]
Sent: Friday, June 03, 2011 1:07 PM
To: Pat Ekiss
Subject: Re: Straw Poll for Fireworks Ban?

[Quoted text hidden]

John Kiracofe <[REDACTED]>
To: "Sneed, John" <[REDACTED]>

Fri, Jun 3, 2011 at 4:43 PM

[Quoted text hidden]

Bruce Watson <[REDACTED]> Fri, Jun 3, 2011 at 5:26 PM
To: Chris Connealy <[REDACTED]>, John Kiracofe <[REDACTED]>, "Bizzell, Chancy" <[REDACTED]>, "Carroll, Ryan" <[REDACTED]>, "Coatney, David" <[REDACTED]>, "Dittman, Charles" <[REDACTED]>, "Ekiss, Pat" <[REDACTED]>, "Farris, Keith" <[REDACTED]>, "Flite, Robert" <[REDACTED]>, "Gardner, Bill" <[REDACTED]>, "Gardner, Tracy" <[REDACTED]>, "Harper, Lou" <[REDACTED]>, "Herrera, James" <[REDACTED]>, "Herrin, Marty" <[REDACTED]>, "Hogan, Doug" <[REDACTED]>, "Kerwood, Scott" <[REDACTED]>, "Kleschnick, David" <[REDACTED]>, "Kurtin, Duane" <[REDACTED]>, "Landi, Brad" <[REDACTED]>, James Mallinger <[REDACTED]>, "Quinlan, Brian" <[REDACTED]>, "Shell, Clay" <[REDACTED]>, "Shelton, Bobby" <[REDACTED]>, "Sikes, Chris" <[REDACTED]>, "Tschoerner, Clifford" <[REDACTED]>, "Vrabel, Steven" <[REDACTED]>, "Woods, Eric" <[REDACTED]>, "Wusterhausen, Billy" <[REDACTED]>
Cc: John Sneed <[REDACTED]>

I have spoken with several colleagues in other counties to get their approach on this subject. Comel county has banned all fireworks, City of Austin (as of today) will not permit any fireworks, Travis county commissioners court meets Tuesday 6/7 to discuss the issue. Several ESD's in Travis county will not permit the shows, the opening of the stands will not be known until Tuesday. With the KDBI Avg for the county at 657 and some areas of the county over 700, I vote we ban all fireworks in the county. We should define professional, a person who possesses an operators (1.3g) or a special effects (1.3g or 1.4g) license with the Texas Department of Insurance.

Bruce A. Watson, Fire Chief

Williamson Co. E.S.D. No. 4 / Liberty Hill

301 Loop 332 , Liberty Hill, Texas 78642

Office (512)-515-5165

Fax (512)-778-6418

[REDACTED]
[REDACTED]

From: Chris Connealy [REDACTED]
Sent: Friday, June 03, 2011 10:27 AM
To: John Kiracofe; Bizzell, Chancy; Carroll, Ryan; Coatney, David; Dittman, Charles; Ekiss, Pat; Farris, Keith; Fite, Robert; Gardner, Bill; Gardner, Tracy; Harper, Lou; Herrera, James; Herrin, Marty; Hogan, Doug; Kerwood, Scott; Kieschnick, David; Kurtin, Duane; Landi, Brad; James Mallinger; Quinlan, Brian; Shell, Clay; Shelton, Bobby; Sikes, Chris; Tschoerner, Clifford; Vrael, Steven; Watson, Bruce; Woods, Eric; Wusterhausen, Billy
Subject: RE: Straw Poll for Fireworks Ban?

[Quoted text hidden]

John Kiracofe [REDACTED]
To: "Sneed, John" [REDACTED]

Fri, Jun 3, 2011 at 9:26 PM

----- Forwarded message -----

From: Bruce Watson [REDACTED]
Date: Fri, Jun 3, 2011 at 5:26 PM
Subject: RE: Straw Poll for Fireworks Ban?

[Quoted text hidden]

[Quoted text hidden]

Bobby Shelton [REDACTED] **Mon, Jun 6, 2011 at 7:51 AM**
To: John Kiracofe [REDACTED], "Bizzell, Chancy" [REDACTED], "Carroll, Ryan" [REDACTED], "Coatney, David" [REDACTED], "Connealy, Chris" [REDACTED], "Dittman, Charles" [REDACTED], "Ekiss, Pat" [REDACTED], "Farris, Keith" [REDACTED], "Fite, Robert" [REDACTED], "Gardner, Bill" [REDACTED], "Gardner, Tracy" [REDACTED], "Harper, Lou" [REDACTED], "Herrera, James" [REDACTED], "Herrin, Marty" [REDACTED], "Hogan, Doug" [REDACTED], "Kerwood, Scott" [REDACTED], "Kieschnick, David" [REDACTED], "Kurtin, Duane" [REDACTED], "Landi, Brad" [REDACTED], "Mallinger, James" [REDACTED], "Quinlan, Brian" [REDACTED], "Shell, Clay" [REDACTED], "Sikes, Chris" [REDACTED], "Tschoerner, Clifford" [REDACTED], "Vrael, Steven" [REDACTED], "Watson, Bruce" [REDACTED], "Woods, Eric" [REDACTED], "Wusterhausen, Billy" [REDACTED]

I agree on a ban for consumer fireworks. Professional Licensed and permitted displays should be allowed.
Bobby Shelton
Florence VFD

Original Message -----

From: John Kiracofe
To: Bizzell, Chancy ; Carroll, Ryan ; Coatney, David ; Connealy, Chris ; Dittman, Charles ; Ekiss, Pat ; Farris, Keith ; Fite, Robert ; Gardner, Bill ; Gardner, Tracy ; Harper, Lou ; Herrera, James ; Herrin, Marty ; Hogan, Doug ; Kerwood, Scott ; Kieschnick, David ; Kiracofe, John ; Kurtin, Duane ; Landi, Brad ; Mallinger, James ; Quinlan, Brian ; Shell, Clay ; Shelton, Bobby ; Sikes, Chris ; Tschoerner, Clifford ; Vrabel, Steven ; Watson, Bruce ; Woods, Eric ; Wusterhausen, Billy
Sent: Friday, June 03, 2011 8:39 AM
Subject: Fwd: Straw Poll for Fireworks Ban?
[Quoted text hidden]

John Kiracofe <[REDACTED]>
To: "Sneed, John" <[REDACTED]>

Mon, Jun 6, 2011 at 7:54 AM

[Quoted text hidden]



John Kiracofe [REDACTED]

Fireworks ban updates

3 messages

Bill Gardner [REDACTED]

Tue, Jun 7, 2011 at 9:38 PM

To: John Sneed [REDACTED]

Updates on fireworks ban

Counties that have banned the selling and use of fireworks:

Midland County
Andrews County
Brewster County
Ward County
Tom Green County
Potter County
Randal Carson County
Guadalupe County

Counties that will discuss the ban of selling and using fireworks June 13th:

Pecos County
Crane County
Reeves County
Martin County
Gaines County
Winkler County
Glasscock County
Upton County
Reagan County
Loving County
Travis County (June 14)

Bill Gardner
Fire Chief
Leander Fire Department
Office: (512) 528-1664

"Saving Lives and Property with Commitment and Excellence"

John Kiracofe [REDACTED]

Wed, Jun 8, 2011 at 7:02 AM

To: Bill Gardner [REDACTED]

So, what Fite said about Hayes Co. banning sale and use is in error? Thanks for the update.

[Quoted text hidden]

--
John Kiracofe

Fire Chief
Jollyville Fire Department

(512) 258-1038 - Office

(512) 258-1837 - Fax

[REDACTED]

Bill Gardner <[REDACTED]>

Wed, Jun 8, 2011 at 8:07 AM

To: John Kiracofe <[REDACTED]>

Yes and no, Hayes Co had a ban that expired the last couple of days. They are planning to renew it but do not have it on the agenda this week.

Bill Gardner

Sent from my iPhone

[Quoted text hidden]

Exhibit "B"



STATE OF TEXAS
OFFICE OF THE GOVERNOR

RICK PERRY
GOVERNOR

June 11, 2011

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
12:30 PM O'CLOCK

The Honorable Esperanza "Hope" Andrade
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

JUN 11 2011
Esperanza Andrade
Secretary of State

Dear Madame Secretary:

Pursuant to his powers as Chief Executive Officer of the State of Texas, Governor Rick Perry has issued the following proclamation:

A proclamation certifying that certain counties in Texas are currently threatened by an extreme fire hazard due to a continuing disaster in several counties in Texas.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, RICK PERRY, Governor of the State of Texas, issued an Emergency Disaster Proclamation on December 21, 2010, as extreme fire hazard posed a threat of imminent disaster in specified counties in Texas.

WHEREAS, the extreme fire hazard continues to create a threat of disaster for the people in the State of Texas.

WHEREAS, the state of disaster includes the counties of Anderson, Andrews, Angelina, Aransas, Archer, Armstrong, Atascosa, Austin, Bailey, Bandera, Bastrop, Baylor, Bee, Bell, Bexar, Blanco, Borden, Bosque, Bowie, Brazoria, Brazos, Brewster, Briscoe, Brooks, Brown, Burleson, Burnet, Caldwell, Calhoun, Callahan, Cameron, Camp, Carson, Cass, Castro, Chambers, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collingsworth, Colorado, Collin, Comal, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crockett, Crosby, Culberson, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, DeWitt, Dickens, Dimmit, Donley, Duval, Eastland, Ector, Edwards, Ellis, El Paso, Erath, Falls, Fannin, Fayette, Fisher, Floyd, Foard, Fort Bend, Franklin, Freestone, Frio, Gaines, Galveston, Garza, Gillespie, Glasscock, Goliad, Gonzales, Gray, Grayson, Gregg, Grimes, Guadalupe, Hale, Hall, Hamilton, Hansford, Hardeman, Hardin, Harris, Harrison, Hartley, Haskell, Hays, Hemphill, Henderson, Hidalgo, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hudspeth, Hunt, Hutchison, Irion, Jack, Jackson, Jasper, Jeff Davis, Jefferson, Jim Hogg, Jim Wells, Johnson, Jones, Karnes, Kaufman, Kendall, Kenedy, Kent, Kerr, Kimble, King, Kinney, Kleberg, Knox, La Salle, Lamar, Lamb, Lampasas, Lavaca, Lee, Leon, Liberty, Limestone, Lipscomb, Live Oak, Llano, Loving, Lubbock, Lynn, Madison, Marion, Martin, Mason, Matagorda, Maverick, McCulloch, McLennan, McMullen, Medina, Menard, Midland, Milam, Mills, Mitchell, Montague, Montgomery, Moore, Morris, Motley, Nacogdoches, Navarro, Newton, Nolan, Nueces, Ochiltree, Oldham, Orange, Palo Pinto, Panola, Parker, Parmer, Pecos, Polk, Potter, Presidio, Rains, Randall, Reagan, Real, Red River, Reeves, Refugio, Roberts, Robertson, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, San Saba, Schleicher, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Starr, Stephens, Sterling, Stonewall, Sutton, Swisher, Tarrant, Taylor, Terrell, Terry, Throckmorton, Titus, Tom Green, Travis, Trinity, Tyler, Upshur, Upton, Uvalde, Val Verde, Van Zandt, Victoria, Walker, Waller, Ward, Washington, Webb, Wharton, Wheeler, Wichita, Wilbarger, Willacy, Williamson, Wilson, Winkler, Wise, Wood, Yoakum, Young, Zapata and Zavala.

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation and direct that all necessary measures, both public and private as authorized under Section 418.017 of the code, be implemented to meet that disaster.

As provided in Section 418.016 of the code, all rules and regulations that may inhibit or prevent prompt response to this threat are suspended for the duration of the state of disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
12:30 PM O'CLOCK

JUN 11 2011

with the applicable authorities.



IN TESTIMONY WHEREOF, I
have hereunto signed my name
and have officially caused the
Seal of State to be affixed at my
Office in the City of Austin,
Texas, this the 11th day of June
2011.

Rick Perry

RICK PERRY
Governor

Attested by:

Esperanza Andrade

ESPERANZA "HOPE" ANDRADE
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
12:30 PM O'CLOCK
JUN 11 2011

Exhibit "C"



June 13, 2011

Dan Gattis
Williamson County Judge
710 South Main St.
Georgetown, TX 78626

Re: Williamson County Extreme Drought Conditions

To The Honorable Judge Gattis:

Extreme drought conditions exist across Williamson County with a Keetch-Byrum Drought Index (KBDI) average of 696, with a high of 740 and a low of 602. These conditions exist in our county and adjacent counties due to the current La Nina weather pattern that has caused a dramatic decrease in rainfall and dangerous fire weather conditions. These conditions have plagued the State with devastating wildland fires and have stretched resources to their limits.

Based upon the current and forecasted drought conditions, I hereby request that a local State of Emergency be declared due to the extreme fire danger that threatens the life, safety, and property of the citizens and environment of Williamson County. I further request that the sale and use of all non-professional fireworks be banned for a period not to exceed sixty (60) hours, and appeal to the Governor to extend this order.

Pursuant to Section 418.108(d) of the Texas Government Code, the Declaration of a local state of disaster will immediately activate the Williamson County Emergency Management Plan and all applicable annexes upon signature of the declaration.

Sincerely,



Jarred Thomas
Emergency Management Coordinator
Williamson County

See Attachments (2)

OFFICE OF EMERGENCY MANAGEMENT

WILLIAMSON COUNTY • 303 MARTIN LUTHER KING ST • GEORGETOWN, TX 78626
(512) 943-3747 • FAX (512) 943-1269

U.S. Drought Monitor

Texas

June 7, 2011
Valid 7 a.m. EST

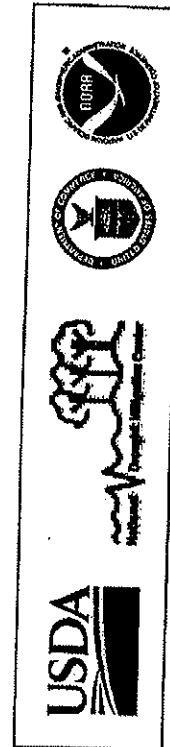
	Drought Conditions (Percent Area)				
	None	D0	D1	D2	D3-D4
Current	1.97	98.03	96.53	94.05	85.41
Last Week (05/31/2011 map)	2.25	97.75	96.07	91.89	81.09
3 Months Ago (03/08/2011 map)	8.31	91.69	77.99	53.64	14.16
Start of Calendar Year (12/28/2010 map)	7.89	92.11	69.43	37.46	9.59
Start of Water Year (09/28/2010 map)	75.57	24.43	2.43	0.99	0.00
One Year Ago (06/01/2010 map)	72.71	27.29	9.54	0.00	0.00

Intensity:

	D0 Abnormally Dry		D3 Drought - Extreme
	D1 Drought - Moderate		D4 Drought - Exceptional
	D2 Drought - Severe		

The Drought Monitor focuses on broad-scale conditions.
Local conditions may vary. See accompanying text summary
for forecast statements.

<http://drought.unl.edu/dm>



Released Thursday, June 9, 2011
Matthew Rosencrans, NOAA/NWS/NCEP/CPC

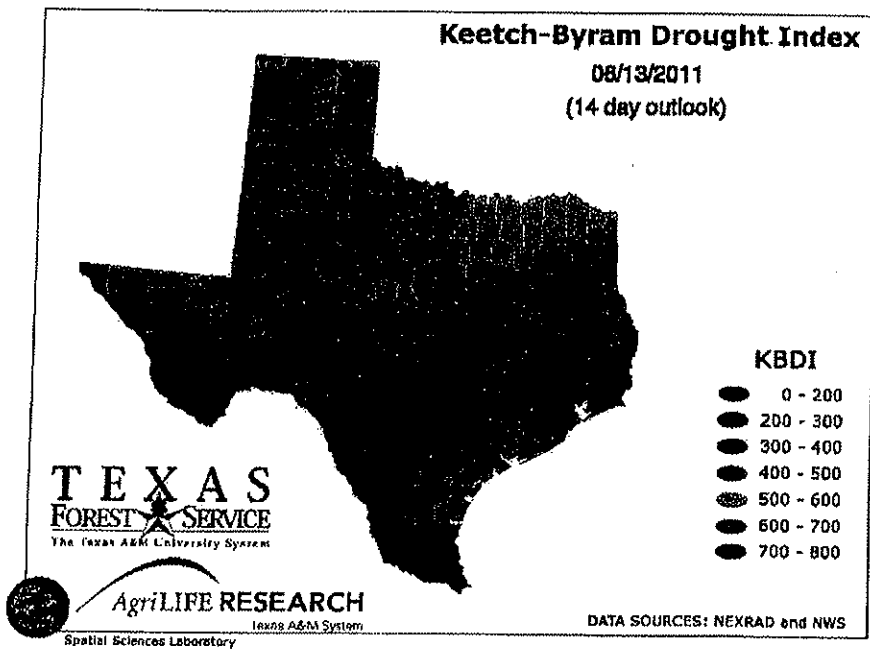
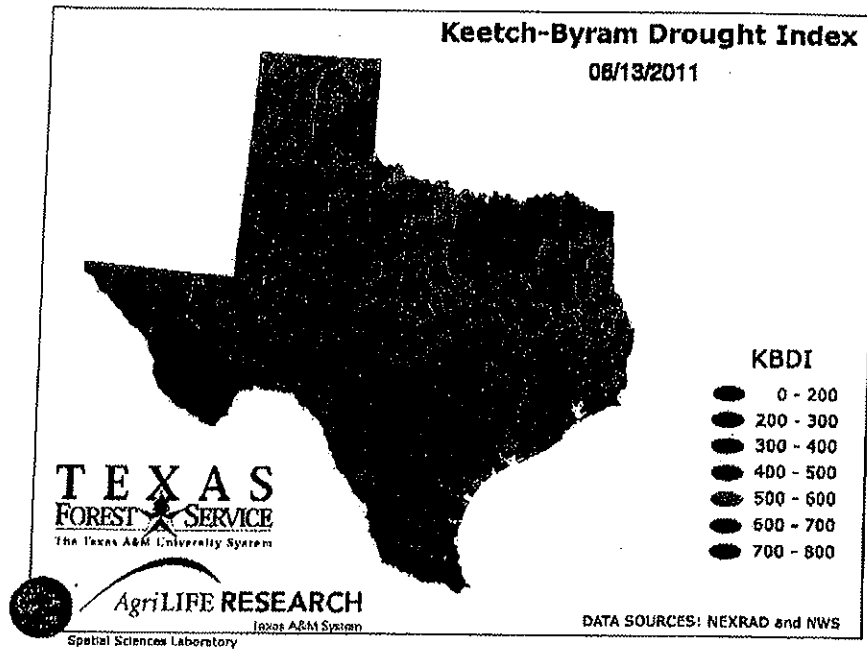


Exhibit "D"

COUNTY OF WILLIAMSON

§

STATE OF TEXAS

§

§

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Williamson County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Williamson County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Williamson County as follows:

(A) Actions prohibited:

- (1) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
- (2) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

(B) Enforcement:

- (1) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (2) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (3) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
- (4) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (C) This order does not apply to outdoor burning activities:
- (1) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations; or
 - (c) planting or harvesting of agriculture crops.
 - (2) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
 - (3) that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (a) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (b) Surfaces around welding or hot works area are wetted down;
 - (c) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (d) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
 - (e) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (f) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (g) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

(h) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate, and;

(i) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire 30 days from the date hereof, which shall be the 26th day of June, 2011, or prior to such expiration date if the Williamson County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Williamson County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier. The Williamson County Commissioners Court may adopt an additional order that takes effect on the expiration of this order if the Williamson County Commissioners Court finds at such time that circumstances then present in all of the unincorporated area of Williamson County continue to create a public safety hazard that would be exacerbated by outdoor burning.

ORDERED THIS 24th DAY OF MAY, 2011.

WILLIAMSON COUNTY COMMISSIONERS COURT

By: _____


Dan A. Gattis, County Judge

Attachment “2”



OFFICE OF THE GOVERNOR

RICK PERRY
GOVERNOR

June 15, 2011

The Honorable Dan A. Gattis
County Judge
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

Dear Judge Gattis:

We have received your Order Declaring a Local State of Disaster for Williamson County, Texas, and Restricting the Sale or Use of Fireworks, and your request for an extension of the restrictions that exceed the restrictions authorized to counties in Section 352.051 of the Local Government Code. The Texas Division of Emergency Management (TDEM) has reviewed the request for an extension and recommends that it be granted.

Pursuant to the authority granted in Section 418.108(i) of the Government Code and based upon TDEM's recommendation, the request for an extension is granted as follows:

Those restrictions that exceed the restrictions authorized to counties in Section 352.051 of the Local Government Code, which are contained in the Order Declaring a Local State of Disaster for Williamson County, Texas, and Restricting the Sale or Use of Fireworks, issued by Dan A. Gattis, County Judge of Williamson County, on June 14, 2011, are extended through 7 a.m. on July 5, 2011.

Sincerely,

A handwritten signature in black ink that reads "Rick Perry". The signature is stylized with a large, looped "R" and a cursive "Perry".

Rick Perry
Governor

RP:dzp

Hazard Mitigation Plan Resolution

Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Jarred Thomas, Emergency Management
Submitted For: Jarred Thomas
Department: Emergency Management
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on a resolution adopting the Texas Colorado River Floodplain Coalition Hazard Mitigation Action Plan in which Williamson County participates.

Background

The Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes. Williamson County participates in a regional hazard mitigation planning program through the Texas Colorado River Floodplain Coalition. The regional hazard mitigation plan, which contains Williamson County specific hazard information, has been reviewed and approved by the Federal Emergency Management Agency (FEMA).

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [HMAP Resolution](#)

Form Routing/Status

Form Started By: Jarred Thomas Started On: 06/23/2011 09:39 AM
Final Approval Date: 06/23/2011

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 28th day of June 2011, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, natural hazards in the Lower Colorado Basin historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, Williamson County is a participating member of the Texas Colorado River Floodplain Coalition (TCRFC); and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, Williamson County has assessed the community's potential risks and hazards and is committed to reducing the long-term consequences of natural and man-made hazards; and

WHEREAS, the TCRFC's Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED:

The TCRFC's Hazard Mitigation Plan Update is approved in its entirety;

Williamson County will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;

Williamson County vests with the County Judge the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the Williamson County Commissioner's Court for consideration; and

Williamson County agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

RESOLVED THIS 7th DAY OF JUNE, 2011

Attest:_____

Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Wendy Coco, County Judge
Submitted For: Hal Hawes
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a District Office Lease Contract between the Committee on House Administration of the House of Representatives of the State of Texas, Texas State Representative Charles Schwertner and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Rep Office Lease](#)

Form Routing/Status

Form Started By: Wendy Started On: 06/24/2011 08:40
Coco AM
Final Approval Date: 06/24/2011



State of Texas
House of Representatives
DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between Williamson County Courthouse, herein referred to as Lessor, and the Committee on House Administration of the House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Rep. Charles Schwertner, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Williamson County County, Texas. The address of the leased property is:

710 Main Street Georgetown 78626
Street Address, Suite, etc. City Zip Code

(which includes approximately 140 square feet of floor space), with all the rights, easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease is for 1 years and 0 months, beginning on the First day of August, 20 11, but the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member for whose benefit this lease is made ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 5 months for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 175 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec. 18, of the Texas Constitution, neither a legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent per annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party a written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

See attached Exhibit A annexed hereto
and made a part hereof.

VIII.

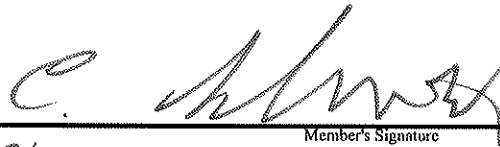
The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Name (type or print)	Date
Lessor's Name (type or print)	Date
Lessor's Signature (1)	Lessor's Signatory's Title (1)
	()
Lessor's Address	Telephone Number
Lessor's Type of Organization (2)	Lessor's Tax ID Number (3)
Signature of Representative (4)	Date 6/21/11
Signature of Chairman (5)	Date

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation.
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of Texas House of Representatives whose office operating account is to be charged.
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Rep. Charles Schwertner Name of Member do not have an interest in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature



Date

EXHIBIT "A"

- A. Cost of Electricity and Janitorial Services. It is agreed and acknowledged that the rental amount set forth under Section III of the District Office Lease Contract includes the costs of electricity and janitorial services.
- B. Additional Consideration. In addition to the consideration set forth under Section III of the District Office Lease Contract, Member shall maintain a District Office at the property described in the District Office Lease Contract and provide constituent services to Williamson County Citizens.
- C. Phone and Internet Services. Lessee agrees that all phone and internet services used by the Member shall be directly billed to and paid by Member during the term of the lease.
- D. No Use or Occupancy on Tuesdays. Lessee and Member acknowledge that the leased premises may not be used on Tuesdays due to Williamson County Commissioners Court sessions being held adjacent to the leased premises on said day of the week each week.
- E. Conference Room. Member must contact the Williamson County Museum to schedule use of the North Conference Room on the Second Floor of the Williamson County Courthouse should Member need additional conference room space. The South Conference Room, which is directly adjacent to the leased premises, will not be made available to Member.
- F. Public Purpose. The parties to this District Office Lease Contract agree and acknowledge that a public purpose shall be promoted and served by this tenancy in that it provides Williamson County Citizens with greater access to both its local and state officials and all parties will work in conjunction with one another to promote and maintain such public purpose.

Interlocal Contract for PSAP Maintainance, Equipment Upgrade, and Training with CAPCOG.

Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Interlocal Contract for PSAP Maintainance, Equipment Upgrade, and Training with CAPCOG.

Background

See attached letter and Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [PSAP Interlocal 2012 2013](#)

Link: [CAPCOG Letter](#)

Form Routing/Status

Form Started By: Peggy Vasquez
 Started On: 06/22/2011 04:21 PM
 Final Approval Date: 06/23/2011

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR PSAP MAINTENANCE, EQUIPMENT UPGRADE, AND TRAINING

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. CAPCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12, and the Texas Advisory Commission on State Emergency Communications has approved its current *Plan*.

1.2. Williamson County ("Public Agency") is a Texas county that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the *Strategic Plan* as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between CAPCOG and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade its equipment, and train its personnel to participate in the enhanced 9-1-1 emergency telephone system in the Region.

Sec. 2. Goods and Services

2.1. Public Agency agrees to:

(1) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of its PSAP(s);

(2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAPCOG to purchase new equipment and software;

(3) protect the PSAP equipment and secure the premises of its PSAP(s) against unauthorized entrance or use;

(4) practice preventive maintenance for the PSAP equipment;

(5) provide emergency communications training to call-takers/dispatchers as described in CAPCOG's current *Strategic Plan*.

(6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Department in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Emergency Notification Services database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

Sec. 3. Contract Price and Payment Terms

3.1. CAPCOG agrees to compensate Public Agency in the total amount of not to exceed \$ **1,500.00** for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAPCOG agrees to pay Public Agency \$ **1,500.00** for the purchase of supplies authorized by the current *Strategic Plan*.

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Sec. 6, Public Agency agrees to repay CAPCOG for those expenditures within 60 calendar days from the date CAPCOG notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAPCOG may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAPCOG its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAPCOG in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. CAPCOG agrees to submit the appeal or proposal or both to the Texas Commission on State Emergency Communications with its recommendation and to furnish Public Agency with a copy of its recommendation. The Commission's decision on Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Sec. 3.4 (a) is the only mechanism for challenging CAPCOG's determination under Sec. 3.3 that Public Agency repay the reimbursement. The early termination provisions of Sec. 10 and dispute resolution process of Sec. 11 are not available to challenge CAPCOG's determination.

Sec. 4. Effective Date and Term of Contract

4.1. This contract takes effect September 1, 2011 and it ends, unless sooner terminated under Sec. 10, on August 31, 2013.

Sec. 5. Performance Reports

5.1. Public Agency agrees to report to CAPCOG, by the 20th of each month, on its performance of this contract using the CAPCOG reporting tool located at psap.capcog.org or at the latest URL address provided by CAPCOG.

Sec. 6. Compliance with Applicable Law and Policy

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part XII, Texas Administrative Code; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); Texas Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures* and *Program Policy Statements*; the current CAPCOG *Strategic Plan*; and CAPCOG's *9-1-1 Policies and Procedures Manual* and *ENS Policies & Procedures*.

Sec. 7. Independent Contractor, Assignment and Subcontracting

7.1. Public Agency is not an employee or agent of CAPCOG, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 7.2 is void.

7.3. If CAPCOG consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Sec. 8. Records and Monitoring

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Sec. 8.3, Public Agency agrees to preserve the records for three state fiscal years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. CAPCOG is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAPCOG will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Sec. 6. CAPCOG will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Sec. 8. Upon receipt of CAPCOG's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

8.7. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as CAPCOG.

Sec. 9. Nondiscrimination and Equal Opportunity

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAPCOG's *9-1-1 Policies and Procedures Manual*.

Sec. 10. Suspension and Early Termination of Contract

10.1. Public Agency acknowledges that CAPCOG's sole source of funding for this contract is a legislative appropriation distributed under contract between CAPCOG and the Texas Commission on State Emergency Communications. If the Commission does not make timely payments to CAPCOG under its contract, CAPCOG may suspend payment to Public Agency under this contract by giving Public Agency notice of the suspension. The suspension is effective five business days after Public Agency's receipt of the notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until CAPCOG resumes payment. If the suspension continues for a cumulative total of 30 or more calendar days, or if the Commission terminates its contract with CAPCOG, CAPCOG or Public Agency may terminate this contract by giving the other notice of termination, and this contract terminates five business days after the receipt of notice.

10.2. Except as provided in Secs. 3.3 and 3.4, if CAPCOG or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach

and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 11.

10.3. If CAPCOG suspends payment to Public Agency under Sec. 10.1, or if this contract is terminated under Sec. 10.1 or 10.2, CAPCOG and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

10.4. Termination for breach under Sec. 10.2 does not waive either party's claim for damages resulting from the breach, and both CAPCOG and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.5. The ending of this contract under Sec. 4 or its early termination under this Sec. 10 does not affect Public Agency's duty:

(1) to repay CAPCOG for expenditures made in violation of applicable law or policy in accordance with paragraphs 3.3 and 3.4;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Sec. 8.

Sec. 11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 11, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Sec. 12. Notice to Parties

12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 12.2.

12.2. CAPCOG's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is _____, Attention:_____.

12.3. A party may change its address by providing notice of the change in accordance with Sec. 12.1.

Sec. 13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

13.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.

13.4. This contract is executed in duplicate originals.

[The next page is the signature page.]

Williamson County

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

By _____

Betty Voights
Executive Director

Name: _____

Date: _____

Title: _____

Date: _____



**Capital Area
Council of
Governments**

6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

512.916.6000
FAX 512.916.6001

www.capcog.org

Bastrop

Blanco

Burnet

Caldwell

Fayette

Hays

Lee

Llano

Travis

Williamson

Counties

June 17, 2011

The Honorable Dan Gattis, Sr.
Williamson County Judge
710 S. Main, Ste. 101
Georgetown, TX 78626

RE: FY2012/2013 Database Interlocal/PSAP Interlocal

Dear Judge Gattis:

Please find the enclosed FY 2012/2013 Database & PSAP Interlocal (2 originals) and attachments. The documents describe how both your entity and CAPCOG will accomplish the delivery of 9-1-1 service throughout the biennium.

I respectfully request you sign and return all originals to our office by August 15, 2011. The new fiscal year starts September 1, 2011 and this will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place CAPCOG is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

Should you have any questions, please feel free to contact me at (512) 916-6044.

Sincerely,

Gregg Obuch
Director of Emergency Communications

Interlocal Contract For Enhanced 911 Database Program with CAPCOG. Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Interlocal Contract For Enhanced 911 Database Program with CAPCOG.

Background

See attached letter and Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [911 Database Interlocal 2012 2013](#)

Link: [CAPCOG Letter](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 06/22/2011 04:25 PM
Final Approval Date: 06/23/2011

CAPITAL AREA COUNCIL OF GOVERNMENTS
INTERLOCAL CONTRACT FOR ENHANCED
9-1-1 DATABASE PROGRAM

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, chapter 391 of the Local Government Code, as amended. CAPCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12, and the Texas Commission on State Emergency Communications has approved its *Plan*.

1.2. Williamson County ("County") is a Texas County that has agreed to participate in implementing the *Strategic Plan* as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between CAPCOG and County under chapter 791 of the Government Code so that County can participate with CAPCOG in implementing the enhanced 9-1-1 emergency telephone system in the Region.

Sec. 2. Goods and Services

2.1. County agrees to coordinate implementation of the Geographic Information System (GIS) on a countywide basis in accordance with the standards adopted for CAPCOG's GIS Program. Specifically, County agrees to:

(1) Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverages required by MappedALI and the *CAPCOG MappedALI GIS Database Requirements*, Attachment B, or by *Texas 9-1-1 Geodatabase Design Specifications*, Attachment C, to this contract. The County must develop, compile, and maintain current, seamless countywide coverages for street centerlines, address points, ESNs, city limits, and common places in both the incorporated and unincorporated areas of the County.

(2) Provide to CAPCOG GIS mapping files described in Sec. 2.1(1) with (i) 100% complete attribution for all map graphics following the *CAPCOG MappedALI GIS Database Requirements*, Attachment B, or the *Texas 9-1-1 Geodatabase Design Specifications*, Attachment C, to this contract; (ii) street centerline graphics spatially accurate to within + or – 10 feet of CAPCOG-provided aerial photography of the road beds, drawn or pointing in the correct direction for the corresponding address range, and “snapped” to county boundary intersection points provided by CAPCOG; (iii) addressed structure center point graphics spatially accurate to within + or – 25 feet of CAPCOG-provided aerial photography of the structures; (iv) ESN graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps among or between ESN and city limit; (v) city-limit line graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps among or between ESN and city limit; and (vi) common

place point graphics spatially accurate to within + or – 50 feet of their location as located on the CAPCOG provided aerial photography.

(3) Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverages. If the County is unable to acquire any required MappedALI GIS data, as described in Sec.2.1(1), from one of the entities listed above, then County must develop it independently.

(4) Track County commissioners court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioners court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAPCOG in writing within two business days in order to facilitate the development of an appropriate response.

(5) Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAPCOG within two business days in order to determine the best course of action to resolve the issue.

(6) Submit by the first day of each month to CAPCOG's 9-1-1 GIS Department a copy of updated GIS mapping files for street centerlines, address points, ESNs, city-limit boundaries, and common places. All files submitted to CAPCOG must be in ESRI shapefile or geodatabase format, must encompass a CAPCOG-approved selection polygon area (see Attachment D, Jurisdictional Polygon), must lie within the 2006 TNRIS Stratmap county line extent provided by CAPCOG, and must be in the projection 'State Plane – Texas Central' 'NAD83,' working units of 'Feet.' CAPCOG agrees to push the updated mapping files to the PSAPs within 48 hours of their receipt.

(7) Submit to CAPCOG's 9-1-1 GIS Department weekly the updated GIS mapping files described in Sec. 2.1(1) if CAPCOG requests weekly updates because of the number of changes. If CAPCOG so requests, it agrees to push the updates to the PSAPs within 48 hours of their receipt.

(8) Certify as accurate, to the best of the County's knowledge, and provide to CAPCOG's Emergency Communications Department addressing and MSAG updates and changes according to schedules developed by CAPCOG and furnished to the County.

(9) At a minimum, back up weekly on removable media all critical 9-1-1 GIS mapping files, coverages, and related data (street centerlines, address points, ESNs, city limits and common places files) and store the removable media in a secure place.

(10) Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Department in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.

(11) Include metadata, in the authorized CAPCOG format, for all distributed data. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.

(12) Resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

(13) Resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

Sec. 3. Cooperative Purchasing

3.1. County may request CAPCOG to purchase on County's behalf, but no more often than quarterly, the 9-1-1 equipment CAPCOG has authorized County to purchase. County agrees to request the purchase in accordance with CAPCOG's *9-1-1 Policies and Procedures Manual*.

3.2. If CAPCOG purchases 9-1-1 equipment for County, County agrees that CAPCOG may deduct the cost of the 9-1-1 equipment purchased from the contract price otherwise payable to County under Sec. 5.

Sec. 4. Effective Date and Term of Contract

4.1. This contract takes effect on September 1, 2011 and it ends, unless terminated early under Sec. 11, on August 31, 2013.

Sec. 5. Contract Price and Payment Terms

5.1. CAPCOG agrees to compensate County in the total amount of not to exceed **\$ 156,029 for FY2012 & \$156,029 for FY2013** for its performance of this contract.

5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the Database Management Financial Report, Attachment A to this contract, and submitting it to CAPCOG. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).

5.3. CAPCOG agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete Database Management Financial Report.

5.4. If County made expenditures under this contract in violation of applicable law or policy described in Sec. 7, County agrees to repay the reimbursement for those expenditures to CAPCOG within 60 calendar days from the date CAPCOG notifies County of the repayment amount due and the reason repayment is required. If County does not repay the reimbursement

when required, CAPCOG may refuse to purchase 9-1-1 equipment on County's behalf and may withhold all or part of the unpaid reimbursement from County's future entitlement to reimbursement under this or future interlocal contracts between the parties for implementation of the enhanced 9-1-1 database program.

5.5. (a) Before the 60-day repayment period expires, County may appeal in writing to CAPCOG its determination that County repay the reimbursement, explaining why it believes the determination is wrong, or County may request CAPCOG in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. CAPCOG agrees to submit the appeal or proposal or both to the Texas Commission on State Emergency Communications with its recommendation and to furnish County with a copy of its recommendation. The Commission's decision on County's appeal or proposal or both is final.

(b) The appeal authorized by Sec. 5.5(a) is the only mechanism for challenging CAPCOG's determination under Sec. 5.4 that County repay the reimbursement. The early termination provisions of Sec. 11 and the dispute resolution process of Sec. 12 are not available to challenge CAPCOG's determination.

Sec. 6. Performance Reports

6.1. CAPCOG agrees each quarter to distribute electronically a performance report to the County Database Coordinator.

6.2. County agrees to address errors identified in the performance reports.

Sec. 7. Compliance with Applicable Law and Policy

7.1. County agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part 12, Texas Administrative Code; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); Texas Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures* and *Program Policy Statements*; the current CAPCOG *Strategic Plan*; and CAPCOG's *9-1-1 Policies and Procedures Manual* and *ENS Policies & Procedures*.

Sec. 8. Independent Contractor, Assignment and Subcontracting

8.1. County is not an employee or agent of CAPCOG, but furnishes goods and services under this contract solely as an independent contractor.

8.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.2 is void.

8.3. If CAPCOG consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

Sec. 9. Records and Monitoring

9.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.

9.2. Subject to the additional requirement of Sec. 9.3, County agrees to preserve the records for three state fiscal years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, County agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

9.5. CAPCOG at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Sec. 7. CAPCOG will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

9.6. CAPCOG agrees to notify County at least 24 hours in advance of any intended visit under this Sec. 9. Upon receipt of CAPCOG's notice, County agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9.7. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as CAPCOG.

Sec. 10. Nondiscrimination and Equal Opportunity

10.1. County shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out

this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

10.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAPCOG's *9-1-1 Policies and Procedures Manual* .

Sec. 11. Suspension and Early Termination of Contract

11.1. County acknowledges that CAPCOG's sole source of funding for this contract is a legislative appropriation distributed under contract between CAPCOG and the Texas Commission on State Emergency Communications. If the Commission does not make timely payments to CAPCOG under its contract, CAPCOG may suspend payment to County under this contract by giving County notice of the suspension. The suspension is effective five business days after County's receipt of the notice. Upon suspension of payment, County's obligations under this contract are also suspended until CAPCOG resumes payment. If the suspension continues for a cumulative total of 30 or more calendar days, or if the Commission terminates its contract with CAPCOG, CAPCOG or County may terminate this contract by giving the other notice of termination, and this contract terminates five business days after the receipt of notice.

11.2. Except as provided in Secs. 5.4 and 5.5, if CAPCOG or County breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 12.

11.3. If CAPCOG suspends payment to County under Sec. 11.1, or if this contract is terminated under Sec. 11.1 or 11.2, CAPCOG and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor County is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

11.4. Termination for breach under Sec. 11.2 does not waive either party's claim for damages resulting from the breach, and both CAPCOG and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

11.5. The ending of this contract under Sec. 3 or its early termination under this Sec. 11 does not affect County's duty:

(1) to repay CAPCOG for expenditures made in violation of applicable law or policy in accordance with Secs. 5.4 and 5.5;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Sec. 9.

Sec. 12. Dispute Resolution

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Sec. 12.

12.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Sec. 13. Notice to Parties

13.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 13.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 13.2.

13.2. CAPCOG's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. County's address is

_____, Attention: _____.

13.3. A party may change its address by providing notice of the change in accordance with Sec. 13.1.

Sec. 14. Miscellaneous

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3. The following Attachments are part of this contract:

- A. Database Management Financial Report
- B. *CAPCOG MappedALI GIS Database Requirements*
- C. *Texas 9-1-1 Geodatabase Design Specifications*
- D. Jurisdictional Polygon

14.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

14.5. This contract is executed in duplicate originals.

Williamson COUNTY, TEXAS

CAPITAL AREA COUNCIL OF GOVERNMENTS

By_____

By_____

Name_____

Betty Voights
Executive Director

Title_____

Date_____

Date_____

FY 2012 DATABASE MANAGEMENT FINANCIAL REPORT

CAPITAL AREA COUNCIL OF GOVERNMENTS

6800 Burleson Rd., Bldg. 310, Ste. 165

AUSTIN, TEXAS 78744

[illegible]**Certification:**

I certify to the best of my knowledge and belief that the information in this report is correct and complete, and that all expenditures were made in compliance with the CSEC rule 251.9 and the terms and provisions of the Interlocal Contract providing for this reimbursement

Signed:

Date:

Print Name:



CAPCOG MappedALI GIS Database Requirements

Version 3.2

1 Summary

The following five data layers, and corresponding attribution specifications, are required to be regularly maintained by each county for MappedALI. Incomplete datasets will be returned to the county and not pushed to the PSAPs. Each field in a specific layer must be kept in the same format (such as the "LESN" field being a 5 character long Text) as outlined below. Remember to keep the field names in your database the same as those listed, and in the same order of occurrence, and that all entries for every field must be in UPPER CASE.

2 Street Centerlines

This line layer represents road networks in the Capital Area. This layer includes the Street names and Address ranges used to assign an address.

2.1 Graphic Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are only required to have the designation "DRVW" entered in the 'street name' field. When a street centerline needs to be added, and it can be seen on the current aerial photography provided by CAPCOG, the centerline can be drawn in using the imagery as a reference. If, however, the street centerline is not visible on the most current aerial photography, alternative methods will have to be used to update the street centerline dataset. These methods include using a GPS unit to capture new street centerlines, or using georeferenced paper plats or digital CAD files to heads-up digitize street centerlines. In all cases each new street centerline will need to be broken, or checked for breaks, at each jurisdiction and ESN line/boundary intersection. In addition street segment directionals must be correct as well.

2.2 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
STREET	Text	72	The Entire Street Name
PRD	Text	2	Prefix Directional
STN	Text	60	Street Name
STS	Text	4	Street Suffix
POD	Text	2	Post Directional
ROC	Text	3	Street Type
FROMLEFT	Long Integer	10	Left Low Address
TOLEFT	Long Integer	10	Left High Address
FROMRIGHT	Long Integer	10	Right Low Address
TORIGHT	Long Integer	10	Right High Address
DLU	Date	8	Date Last Updated
LESN	Text	5	Street Segment's Left ESN
RESN	Text	5	Street Segment's Right ESN
LCITY	Text	32	Left POSTAL COMMUNITY
RCITY	Text	32	Right POSTAL COMMUNITY
STATUS	Short Integer	1	Status of Segment
ONW (optional)	Text	1	One-way Street
COL	Text	5	County ID Left (FIPS Code)

2.3 ROC Codes ('Street Type' Designation)

IH – Interstate, toll road
 US – US highways
 SH – State highways
 FM – Farm to Market, Ranch Road, Ranch to Market
 LS – City Street, County Road, Park Road, Private, Recreational, Ramp,
 Frontage Road
 DW - Driveway

3 Address Points

This point layer represents addressable structures that exist within the Capital Area.

3.2 Graphic Edits

All addressed structures must be represented in the address point layer with a symbol which represents the general center of the structure. When an address point needs to be added or moved, and the structure can be seen on the most current aerial photography provided by CAPCOG, the point can be moved or placed using the imagery as the primary reference. If, however, the structure is not visible on the most current aerial photography, alternative methods must be used to update the address point dataset. These methods include using GPS to capture new points, using existing digital plat files, or scanning and georeferencing paper plat files from which to heads-up-digitize new points.

3.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
NEWADDRESS	Text	82	Entire street address
SAN	Text	10	Site Address Number
PRD	Text	2	Prefix Directional
STN	Text	60	Street Name
STS	Text	4	Street Suffix
POD	Text	2	Post Directional
ADDINFO	Text	20	Additional Location Information
ESN	Text	5	ESN Number
CITY	Text	32	Postal Community
DLU	Date	8	Date Last Updated

4 Emergency Service Numbers (ESNs)

This polygonal layer consists of the intersection of law enforcement, fire district emergency medical service and telephone exchange boundaries in the Capital Area.

4.2 Graphic Edits

These are area files that need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responders. This layer is created and maintained by overlaying it on the street centerline file and determining where the boundaries fall based on the jurisdictions responder's service areas. As new responders are added to or change in an area this boundary file will need to be modified accordingly. Communications must be regularly maintained with all fire, law, and emergency medical responders to obtain information required to keep the ESN boundaries updated with no gaps or overlaps among or between ESN and city limits

4.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
ESN	Text	5	ESN Number
LAW	Text	35	Law Responder Name
FIRE	Text	35	Fire Responder Name
MEDICAL	Text	35	Medical Responder name
DLU	Date	8	Date Last Updated

5 City Limits

This polygonal layer represents municipal boundaries in the Capital Area.

5.2 Graphic Edits

When city limits change due to annexations, metes and bounds descriptions for the new city boundaries description must be acquired and the city limits lines updated with them. Coordinate geometry (COGO) descriptions should be used to input the metes and bounds into the GIS.

5.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
CITY	Text	32	Incorporated Community Name
DLU	Date	8	Date Last Updated

6 Common Places

This point layer represents common places in the Capital Area.

6.2 Graphic Edits

Common places are places where people gather that are not already part of the address point or street centerline files. These locations can be digitized from aerial photography or, alternatively, a GPS point for the place can be taken. Both of these follow the same methodologies as outlined for address points.

6.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
NAME	Text	80	Site Name
SAN	Long Integer	10	Site Address Number
PRD	Text	2	Prefix Directional
STN	Text	60	Street Name
STS	Text	4	Street Suffix
POD	Text	2	Post Directional
ESN	Long Integer	5	ESN Number
CITY	Text	32	Postal Community
DLU	Date	8	Date Last Updated



Texas 9-1-1 Geodatabase Design Specifications

Version 1.1

1 Summary

Based on the *NCTCOG Coordinated Statewide Geodatabase Design Specification*, the *Texas 9-1-1 Geodatabase Design Specification Version 1.0* is presented as an alternative format to the *CAPCOG MappedALI GIS Database Requirements Version 3.1*. The *Texas 9-1-1 Geodatabase Design Specifications* were developed in coordination with the following organizations:

- Alamo Area COG
- Ark-Tex COG
- Capital Area COG
- Central Texas Council of Governments MPO
- Concho Valley COG
- Deep East Texas COG
- East Texas COG
- Greater Harris CO 9-1-1
- Houston-Galveston Area COG
- Lower Rio Grande Valley Development Council
- North Central Texas COG
- Permian Basin Reg Planning Comm 9-1-1
- South East Texas Regional Planning Commission
- Sherman-Denison MPO
- Texoma COG
- Texas Natural Resources Information System

The *Texas 9-1-1 Geodatabase Design Specifications* were specifically developed to support MappedALI. The layers listed below include only those layers relevant to CAPCOG MappedALI. Please refer to the *NCTCOG Coordinated Statewide Geodatabase Design Specification* for the complete database design document.

2 Street Centerlines

This line layer represents road networks in the Capital Area. This layer includes the Street names and Address ranges used to assign an address.

2.1 Graphic Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are only required to have the designation "DRVW" entered in the 'RD_TYPE' field. When a street centerline needs to be added, and it can be seen on the current aerial photography provided by CAPCOG, the centerline can be drawn in using the imagery as a reference. If, however, the street centerline is not visible on the most current aerial photography, alternative methods will have to be used to update the street centerline dataset. These methods include using a GPS unit to capture new street centerlines, or using georeferenced paper plats or digital CAD files to heads-up digitize street centerlines. In all cases each new street centerline will need to be broken, or checked for breaks, at each jurisdiction and ESN line/boundary intersection. In addition street segment directionals must be correct as well.

2.2 Database Format

Name: ROADS
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Line
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

MappedALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
	ROAD_ID	Unique Identifier populated by the COGs	S	35		
✓	LF_ADDR	Left "From" Address	N	10	CSEC Best Practices	Low Address Range (Left "From")
✓	LT_ADDR	Left "To" Address	N	10	CSEC Best Practices	High Address Range (Left "To")
✓	RF_ADDR	Right "From" Address	N	10	CSEC Best Practices	Low Address Range (Right "From")
✓	RT_ADDR	Right "To" Address	N	10	CSEC Best Practices	High Address Range (Right "To")
	ADD_LOW	Low Address	N	10		Lowest address in the range
	ADD_HIGH	High Address	N	10		Highest address in the range
✓	RD_PRE	Street Prefix (N,S,E,W)	S	2	CSEC Best Practices	"Street Directional" in CSEC-BESTP
✓	RD_NAME	Street Name	S	60	CSEC Best Practices	Street Name
✓	RD_TYPE	Street Type (Dr, St, Ave...)	S	4	CSEC Best Practices	Road Type
✓	RD_SUF	Street Suffix (N,S,E,W)	S	2	CSEC Best Practices	Street Suffix
✓	FULL_NAME	Option of Prefix, Street Name, Type & Suffix	S	75		
	MSAG_NAME	MSAG Name	S	75		
✓	ONE_WAY	One way designation – 1-YES, 0-NO	BOOL	1	NENA	
✓	ROAD_CLASS	CAPCOG Address Guidelines	N	5	CAPCOG Address Guidelines	
✓	ESN_L	Left ESN Boundary	N	5	CSEC Best Practices	ESN (Left & Right)
✓	ESN_R	Right ESN Boundary	N	5	CSEC Best Practices	ESN (Left & Right)
	CITY_L	City Left	S	35	CSEC Best Practices	City (If Applicable)
	CITY_R	City Right	S	35	CSEC Best Practices	City (If Applicable)
✓	COUNTY_L	County Left	S	35	CSEC Best	County/FIPs Code

					Practices	
✓	COUNTY_R	County Right	S	35	CSEC Best Practices	County/FIPs Code
	STATE_L	State Left	S	15	CSEC Best Practices	State
	STATE_R	State Right	S	15	CSEC Best Practices	State
✓	MSAG_COMM_L	MSAG Community Left	S	35	CSEC Best Practices	MSAG Community
✓	MSAG_COMM_R	MSAG Community Right	S	35	CSEC Best Practices	MSAG Community
	POSTAL_L	Postal Community	S	35		
	POSTAL_R	Postal Community	S	35		
	ZIP_R	5-Digit ZIP Code	N	5	CSEC Best Practices	Zip Code
	ZIP_L	5-Digit ZIP Code	N	5		
	EXCHANGE_L	Left Exchange Boundary	S	5	CSEC Best Practices	Exchange
	EXCHANGE_R	Right Exchange Boundary	S	5	CSEC Best Practices	Exchange
	MAINT_AUTHORITY	Maintenance Authority	S	35		
	COLLECTION_METHOD	Collection Method	S	35		
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Line	S	35		
✓	DATE_MOD	Date Last Updated	D	10	CSEC Best Practices	Date Last Updated

3 Address Points

This point layer represents addressable structures that exist within the Capital Area.

3.1 Graphic Edits

All addressed structures must be represented in the address point layer with a symbol which represents the general center of the structure. When an address point needs to be added or moved, and the structure can be seen on the most current aerial photography provided by CAPCOG, the point can be moved or placed using the imagery as the primary reference. If, however, the structure is not visible on the most current aerial photography, alternative methods must be used to update the address point dataset. These methods include using GPS to capture new points, using existing digital plat files, or scanning and georeferencing paper plat files from which to heads-up-digitize new points.

Please note that the Common Places layer present in *CAPCOG MappedALI GIS Database Requirements Version 3.1* is included in the Address Points (ADDRESS_LOCATION) layer of the *Texas 9-1-1 Geodatabase Design Specifications Version 1.0*. For example, the common name for an addressed structure should be entered into the COMM_NAME field (e.g. "Prime Outlets at San Marcos" for 3939 S IH-35 #300).

3.2 Database Format

Name: ADDRESS_LOCATION
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Point
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

MappedALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
	ADDRESS_ID	Address ID field for holding unique code generated by the COGs	S	35		Pseudo replacement for the GUID for COGs to use if they want.
✓	ADD_NUMBER	Address number of structure	N	10	CSEC Best Practices	Address Number
✓	ADD_PRE	Street Prefix (N,S,E,W)	S	2	CSEC Best Practices	Street Directional
✓	ADD_NAME	Street Name	S	60	CSEC Best Practices	Street Name
✓	ADD_TYPE	Street Type	S	4	CSEC Best Practices	Road Type
✓	ADD_SUF	Street Suffix (N,S,E,W)	S	2	CSEC Best Practices	Street Suffix
✓	ADD_FULLNAME	Street Name, Type & Suffix	S	75		
	ADD_UNIT		S	12		
	ADD_HIST_ADD	Historical Address	S	75		
	RR_ADD		S	35		
	ALIAS_ADD	Alias Address	S	75		
	ADDRESS_CLASS	General Class – Residential, Comm...	N	5	CSEC Best Practices	
✓	SUPP_INFO	Supplemental Information (Ex. Bldg.#5, Suite #2...)	S	35	CSEC Best Practices	Supplemental Information
	STRUCT_TYPE	Structure Type	S	2	CSEC Best Practices	Structure Type
	STRUCT_NOTES1	Whatever you want	S	125		
	STRUCT_NOTES2	Whatever you want	S	125		
	STRUCT_PHONE1		S	15		
	STRUCT_PHONE2		S	15		
	OWNER_LN	Owner Last Name	S	15		
	OWNER_FN	Owner First Name	S	15		
	RES_LN	Resident Last Name	S	15		
	RES_FN	Resident First Name	S	15		
	ZIP5	5-Digit Zip Code	N	5	CSEC Best Practices	Zip Code

	EXCHANGE	Exchange Boundary	S	35	CSEC Best Practices	Exchange
✓	MSAG_COMM		S	35		
✓	ESN	ESN	N	5		Emergency Service Number
	COMM_NAME	Common Name	S	35	CSEC Best Practices	Common Name
	POSTAL_COM		S	35		
	COLLECT_METHOD		S	35		
	GEOCODE_LEVEL	Geocode accuracy	S	35		
	PID	Parcel ID	S	35		
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Line	S	35		
	DATE_CREATE	Date Created	Date_Mod	10		
	DATE_MOD	Date Last Updated	DATE	10	CSEC Best Practices	Date Last Updated

4 Emergency Service Numbers (ESNs)

This polygonal layer consists of the intersection of law enforcement, fire district emergency medical service and telephone exchange boundaries in the Capital Area.

1. Graphic Edits

These are area files that need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responders. This layer is created and maintained by overlaying it on the street centerline file and determining where the boundaries fall based on the jurisdictions responder's service areas. As new responders are added to or change in an area this boundary file will need to be modified accordingly. Communications must be regularly maintained with all fire, law, and emergency medical responders to obtain information required to keep the ESN boundaries updated.

4.1 Database Format

Name: ESN
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Polygon
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

MappedALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
✓	ESN_NUM	ESN Number	N	5		
	ESN_CITY	City Name	S	35	CSEC Best Practices	City (If Applicable)
	ESN_COUNTY	County Name	S	35	CSEC Best Practices	County
	ESN_STATE	State Name	S	15	CSEC Best Practices	State
✓	ESN_LAW	Law Responder	S	35	CSEC Best	Law Responder

					Practices	
✓	ESN_FIRE	Fire Responder	S	35	CSEC Best Practices	Fire Responder
✓	ESN_EMS	Medical Responder	S	35	CSEC Best Practices	Medical Responder
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Line	S	35		
✓	DATE_MOD	Date Last Updated	DATE	10	CSEC Best Practices	Date Last Updated

5 City Limits

This polygonal layer represents municipal boundaries in the Capital Area.

2. Graphic Edits

When city limits change due to annexations, metes and bounds descriptions for the new city boundaries description must be acquired and the city limits lines updated with them. Coordinate geometry (COGO) descriptions should be used to input the metes and bounds into the GIS.

5.1 Database Format

Name: CITY
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Polygon
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

MappedALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
✓	CITY_NAME	City Name	S	35	CSEC Best Practices	
	CITY_FIPS	City FIPS Code	S	5		
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Geometry	S	35		
✓	DATE_MOD	Date Last Updated/Modified	D	10	CSEC Best Practices	

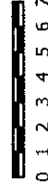
Williamson County

*Jurisdictional Polygon
for 9-1-1 Data*

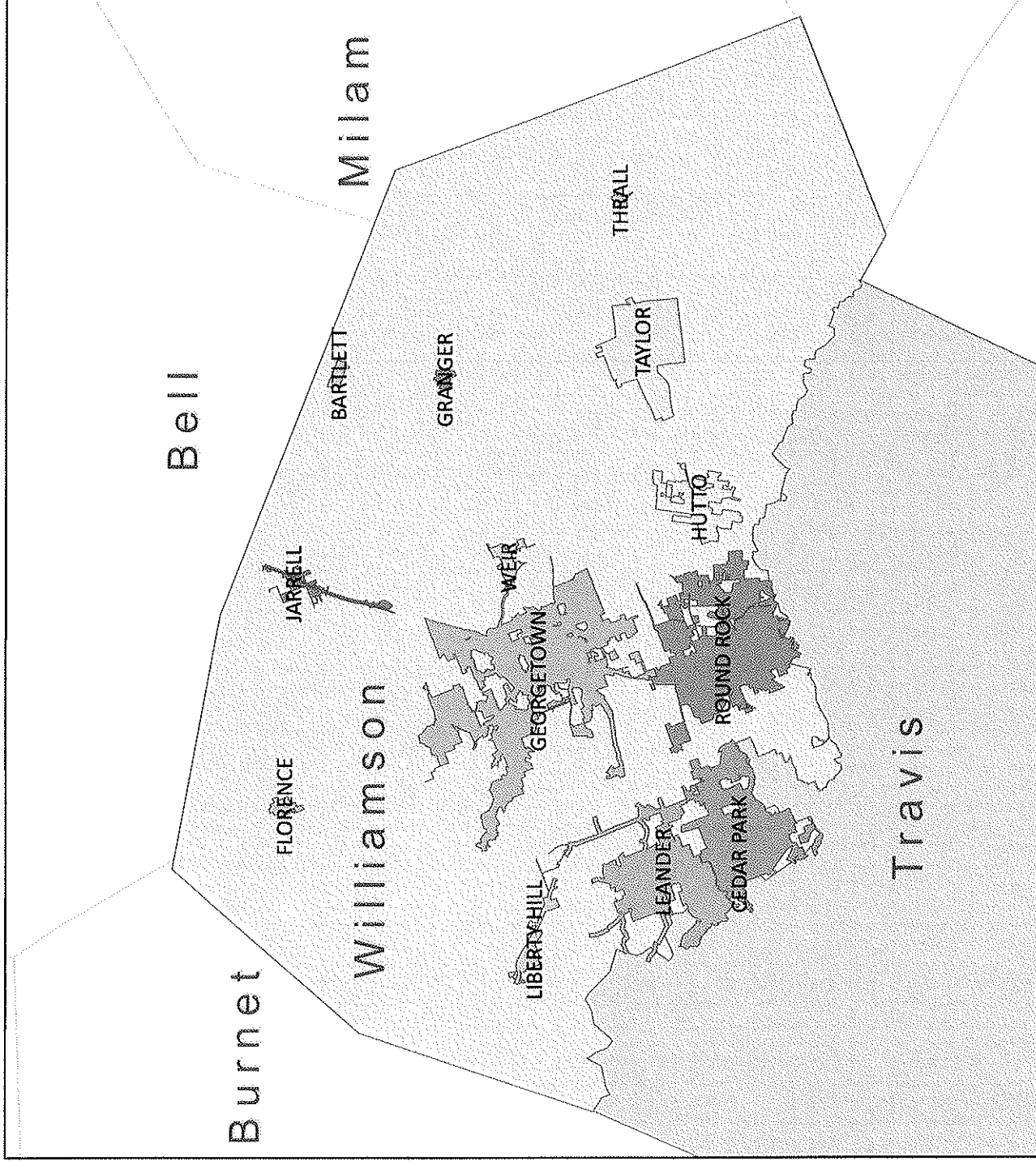
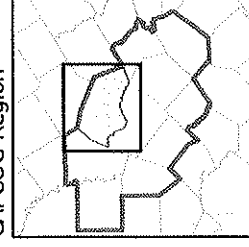
Williamson County GIS data submissions include the county of Williamson, the cities of Bartlett, Florence, Jarrell, Leander, Granger, Taylor, Cedar Park, Thrall, Weir, Hutto, Georgetown, Liberty Hill, and Round Rock. It does not include any part of the City of Austin within Williamson County.



1 inch = 7 miles



CAPCOG Region



Metadata: jurisdictional polygon.mxd produced on 2011-06-16. For additional info contact CAPCOG at (512) 916-6000.
Disclaimer: The Capital Area Council of Governments (CAPCOG) provides this map and/or data 'as is' and assumes no liability for its accuracy or completeness. This is intended as a general representation only and is in no way intended to be used as survey grade information.



**Capital Area
Council of
Governments**

6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

512.916.6000
FAX 512.916.6001

www.capcog.org

Bastrop

Blanco

Burnet

Caldwell

Fayette

Hays

Lee

Llano

Travis

Williamson

Counties

June 17, 2011

The Honorable Dan Gattis, Sr.
Williamson County Judge
710 S. Main, Ste. 101
Georgetown, TX 78626

RE: FY2012/2013 Database Interlocal/PSAP Interlocal

Dear Judge Gattis:

Please find the enclosed FY 2012/2013 Database & PSAP Interlocal (2 originals) and attachments. The documents describe how both your entity and CAPCOG will accomplish the delivery of 9-1-1 service throughout the biennium.

I respectfully request you sign and return all originals to our office by August 15, 2011. The new fiscal year starts September 1, 2011 and this will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place CAPCOG is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

Should you have any questions, please feel free to contact me at (512) 916-6044.

Sincerely,

Gregg Obuch
Director of Emergency Communications

Request for a portion of unclaimed capital credits from Texas Comptroller of Public Accounts and certific
Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding requesting a portion of unclaimed capital credits from Texas Comptroller of Public Accounts and certification of purpose of the funds in compliance with Section 381.004 of the Texas Local Government Code.

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: Peggy Vasquez
Started On: 06/22/2011 04:30 PM
Final Approval Date: 06/23/2011

Holiday Schedule

Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the County Holiday Schedule for the Budget Year 2011/2012.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Draft Holidays 2011 2012](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 06/21/2011 04:29 PM
Final Approval Date: 06/23/2011

DRAFT

HOLIDAYS 2011/2012

The established holiday schedule for paid holidays for the 2011/2012 budget year is as follows:

Veterans Day	Friday	November 11, 2011
Thanksgiving Holiday	Thursday	November 24, 2011
	Friday	November 25, 2011
Christmas Holiday	Friday	December 23, 2011
	Monday	December 26, 2011
New Year's Holiday	Monday	January 2, 2012
Martin Luther King Day	Monday	January 16, 2012
President's Day	Monday	February 20, 2012
Good Friday	Friday	April 6, 2012
	Monday	April 9, 2012
Memorial Day	Monday	May 28, 2012
Independence Holiday	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012

Appriss VINE Renewal Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving the 2012 Renewal for the VINE (Victim Information & Notification Everyday) Program with Appriss.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Appriss Vine Renewal](#)

Form Routing/Status

Form Started By: Wendy Started On: 06/24/2011 09:05
Coco AM
Final Approval Date: 06/24/2011

May 19, 2011

The Honorable Judge Dan Gattis
Williamson County Judge's Office
710 Main, #101
Georgetown, TX 78626



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

Judge Gattis:

This letter is to walk you through the 2012 renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period will end as of August 31, 2011.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2012. **We would like to have all Service Agreement Renewals back to our office no later than July 29, 2011, so we have plenty of time to process.** In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-08 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date.
- **Service Agreement Renewal.** This agreement is between Appriss and Williamson County. The cost of the renewal should agree with Exhibit R-08. Please sign the enclosed documents and return one copy to Appriss at the above address, one copy to Chris Gersbach at the Texas Attorney General's Office – MC-004 at P.O. Box 12548, Austin, TX 78711-2548 and retain one copy for your records.

Note: Invoices for the fiscal year 2012 will not be mailed to the County until September 1, 2011.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3850.

Sincerely,
Appriss Inc.

Colleen G. Heslin
Account Specialist

Enclosures

**Exhibit R-08 Maintenance Renewal
Automated Victim Notification Services
Williamson County**

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-08 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2012.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	# of Months Through 8/31/12	Total Maintenance Amount Due
\$26,333	\$4,377	\$30,710	12 Months	\$30,710

Maintenance Amount as indicated above does not include “3rd Party Vendor Fees”¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the “3rd Party Vendor” may not be reimbursed by the OAG’s SAVNS grant program.

Vendor Certification Verbiage

Pricing Model for FY 2011, and if Vendor Certification extended, Pricing Model for FY 2012 and FY 2013

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, contains a 2% increase from the Pricing Model for FY 2010.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, covers “Annual Standard Maintenance Fee” and “Standard Maintenance Work” done by the Certified Vendor related to an entity changing their booking system from their existing VINE-supported booking system to a new VINE-supported booking system. “Standard Maintenance Work” includes interface installation, setup, configuration, testing and documentation. A VINE-supported booking system is one for which an interface already exists. The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, also includes the “Out of Scope Costs”, as identified in this Part.

Booking systems that are “Not Yet VINE-supported” include those without an existing interface. They are not considered “Standard Maintenance Work” and are subject to the hourly contract rates for “Out of Scope Costs” as identified in this Part.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, does not include “3rd Party Vendor Fees” -- which are additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the “3rd Party Vendor Fees” may not be reimbursed by the OAG’s SAVNS grant program.

“3rd Party Vendor Fees” include booking system vendors, IT staff or other work that is associated with any booking system changes not covered under this Vendor Certification. These fees are paid directly to the vendor by either the entity or by the Certified Vendor.

¹ based on Response Part 4: for 3rd party Vendor Fees for county changes in the Pricing Model Section of the Vendor Certification.

R-08 Service Agreement Renewal Notice



DATE: March 28, 2011

CUSTOMER NAME: Williamson County

LOCATION: 710 Main, #101
Georgetown, TX 78626

PROJECT TYPE: Williamson County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: December 29, 2003

SERVICE AGREEMENT RENEWAL DATE: September 1, 2011

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2012

PROJECT PRICING: \$30,710

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

 04/05/11
Signature Date

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

R-08 Service Agreement Renewal Notice



DATE: March 28, 2011
CUSTOMER NAME: Williamson County
LOCATION: 710 Main, #101
Georgetown, TX 78626
PROJECT TYPE: Williamson County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: December 29, 2003
SERVICE AGREEMENT RENEWAL DATE: September 1, 2011
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2012
PROJECT PRICING: \$30,710

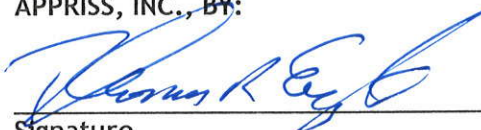
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Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:



Signature Date 04/05/11

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

R-08 Service Agreement Renewal Notice

County Copy



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: March 28, 2011
CUSTOMER NAME: Williamson County
LOCATION: 710 Main, #101
Georgetown, TX 78626
PROJECT TYPE: Williamson County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: December 29, 2003
SERVICE AGREEMENT RENEWAL DATE: September 1, 2011
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2012
PROJECT PRICING: \$30,710

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Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:


Signature Date 04/05/11

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

award Tax Statement Printing for Williamson County 11WCP1005 Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for Tax Statement Printing for Williamson County Tax Office to the best proposal meeting specifications, Information Management Solutions, LLC.

Background

Two finalists, Information Management Solutions, LLC and Laser Printers and Mailing have been selected considering criteria such as turn-around time, experience with Texas Property Tax Offices, Tyler Software and cost (see attached proposal tabulation). The Tax Office is recommending awarding this contract to Information Management Solutions, LLC due to less overall cost.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Proposal Tab Tax Statement](#)

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 06/20/2011 10:30 AM
 Final Approval Date: 06/23/2011

Proposal Tabulation Tax Statement Printing for Williamson County 11WCP1005

Recommended Award: Information Management Solutions

Questionnaire	Direct Mail Partners	Business Ink	Information Management Solutions	Mailmax Direct	Laser Printers and Mailing	The Data Center	IBF
	Carrollton, Tx	Austin	San Antonio	Waco	San Antonio	Utah	Idaho
Time in Business		24	15	16	31	25	35
Experience with Property Tax statements or Tax Rolls	Y	Y	Y	Y	Y	Y	Y
Has Company worked with County of this size. Name of other Government Agencies. May we contact	GALVENSTON HUTCHINSON	GRAYSON POLK	BURNET COMAL KENDALL PASADENA	McLENNAN	JOHNSON SMITH TARRANT WISE WHARTON ARANSAS JASPER	None in TX	None in TX
Worked with Tyler, TSG, or Orion Software	NO	Y	Y	NO	Y	NO	NO
Estimated Turn-around after final approval	3-5 Days	10 BUSINESS DAYS	5 WORKING DAYS	10 BUSINESS DAYS	3-5 Days	24-48 Hours	
Price for Services	6740	6792.5	10378	7990	11210	9750	13000
Price for Statements	2717	2899	2691	1687.4	2145	4550	
Price for Insert	760	1025	750	1626.46	1200	3250	1800
PDF Costs				1800			
Average time of refund for postage overages	15 DAYS	7-10 DAYS	2 WKS	UPON BILLING	SAME DAY	1 WEEK	1 week
Est of Cass Y/N	Y	Y	Y	Y	Y	Y	Y
Print OCR/MICR Y/N	Y	Y	Y	Y	Y	Y	Y
Combine Mailing Y/N	Y	Y	Y	Y	Y	Y	Y
Mortgage Statement Order	Y	Y	Y	Y	Y	Y	Y
Print Costs(3 color)	10,217	10,717	12,700	13,104	13,875	17,550	14,800
Evaluation Results/Comments. (Based on Best Value)	No experience with tax software company.	Previous experience was not satisfactory.	<u>Finalist</u> : Selected	No experience with tax software company. High PDF costs. Lengthy print turn-around time. High overall cost.	<u>Finalist</u> : Not selected due to higher overall cost.	No experience with Texas county property taxes. No experience with tax software company. High overall cost.	No experience with Texas county property taxes. No experience with tax software company. High overall cost.
* Finalists selected due to turn-around time, experience with Texas property tax offices, experience with Tyler software, and overall costs.							
* Finalists given opportunity to submit best and final offer.							

Award Pharmaceuticals for the WRAS Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Pharmaceuticals for the Williamson County Regional Animal Shelter to the low bidders meeting specifications - complete list filed with official minutes

Background

The Williamson County Regional Animal Shelter is recommending awarding the following items to the lowest and best bidder:

TW Medical

1,3,4,6,7,8,10,11,18,21,22,23,24,26,27,31,32,33,34,36,39,40,42,43,52,53,55,58,59,67,68,74,75,77,78,79,80,81,82

Med-Vet International

2,5,12,13,15,19,29,35,41,44,45,47,48,51,60,61,62,63,66,69,76,84

Intervet Schering Plough 14,49

Items 16,17,25,50,71,83 have been rejected per department due to high prices submitted.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Pharmaceuticals Summary WRAS](#)

Link: [Bid Tab Pharmaceuticals](#)

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 06/22/2011 02:07 PM
 Final Approval Date: 06/23/2011

WILLIAMSON COUNTY BID TABULATION

Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter

Bid Number 11WCA059

Contract Period July 1, 2011 through June 30, 2012

RECOMMENDED AWARD TO:

Vendor	items
TW Medical	1,3,4,6,7,8,10,11,18,21,22,23,24,26,27,31,32,33,34,36,39,40,42,43,52,53,55,58,59,67,68,74,75,77,78,79,80,81,82
Med-Vet International	2,5,12,13,15,19,29,35,41,44,45,47,48,51,60,61,62,63,66,69,76,84
Intervet Schering Plough	14,49

Items rejected per department due to high prices submitted: 16,17,25,50,71,83.

WILLIAMSON COUNTY BID TABULATION
Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter
Bid Number 11WCA059
Contract Period July 1, 2011 through June 30, 2012

PRODUCT DESCRIPTION	DOSE	UOM	TW	MedVet	Intervet	Item Number
Pharmaceuticals						
Acepromazine injectable 50cc	10 mg/ml	50 ml bottle	15.00	19.10		1
Albon	5%	473ml		59.50		2
Amoxicillin Suspension	50mg/ml	30ml	6.01	8.50	17.85 for 20ml	3
Atropine Injectable SA 100cc	1/120 grain	100 ml bottle	2.60	3.99		4
Artificial Tears ointment	3.5 gm	tube	3.75	3.35		5
Bupivacaine .5%		50 ml bottle	2.65	2.85		6
Butorphanol	10mg/ml	20ml	61.50			7
Cephalexin capsules	250mg	500 btl	32.00	33.00		8
Cephalexin capsules	500mg	500 btl	48.00	45.00		9
Chlorpheniramine Tab	4mg	1000 btl	3.90	3.90		10
Cipro (ciprofloxacin)	250mg	100 tab	13.00	13.00		11
Cipro (ciprofloxacin)	500mg	100 tab	16.50	13.50		12
Ciprofloxacin ophthalmic solution	.3%	5 ml	3.80	2.85		13
Clavamox suspension		14 ml btl		13.75	17.85 for 20ml	14
Clavamox Tab	62.5mg			83.29	194 for 100ct	15
Clavamox Tab	250mg			242.00		16
Clavamox Tab	375mg			363.00		17
Clindamycin oral PVL		20 ml	3.35	3.75		18
Cough Tabs		1000/ct	65.00	63.00		19
Depomedrol	20mg	10ml				20
Dexamethasone	2 mg/ml	100 ml bottle	4.00	4.98		21
Doxycycline tablets	100mg	500 btl	24.00	24.20		22
Doxycycline capsules	100mg	500 btl	23.00	24.00		23
Diazepam	5 mg/ml	10 ml vial/bx 10	15.00	49.50		24
Diphenhydramine (Benadryl)	50mg/ml	1000		15.20		25
Dopram (Doxapram) Inj	20 mg/ml	20 ml	43.50	60.00		26
Epinephrine	1/1000	30 ml bottle	8.75			27
Erythromycin	1TB 2xdaily	500 mg btl				28
Erythromycin Ophthalmic ointment	.5%	3.5 gram	18.00	16.50		29
Famotidine capsules	10mg					30
Fluconazole tablets	100 mg	30	7.50	13.11		31
Fluconazole tablets	200 mg	30	13.00	23.00		32
Furosemide	50 mg/ml	100 ml bottle	14.75			33
Gentamycin Drops Ophthalmic	.3%	15ml	17.00			34
Heparin	1,000 uts/ml	30 ml bottle	10.75	8.60		35
Isoflurane		250 ml bottle	19.50	20.00		36
Ivermectin oral	10 mg/ml	200 ml bottle				37
Ivermectin Inj	1%	500ml				38
Ketamine	100mg/ml	10 ml	6.00	7.00		39
Ketaprofen	100mg/ml	50ml	82.00	110.00		40
Lidocaine 2%		100ml	2.90	2.50		41
Lincomed Inj	100mg/ml	100 ml	15.75			42

WILLIAMSON COUNTY BID TABULATION
Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter
Bid Number 11WCA059
Contract Period July 1, 2011 through June 30, 2012

PRODUCT DESCRIPTION	PRODUCT DESCRIPTION	UOM	TW	MedVet	Intervet	Item Number
Marcaine	.5%		3.50 for 50ml			43
Metacam injectable	5mg/ml	10 ml		88.00		44
Metacam oral	1.5mg/ml	32ml		30.00		45
Metoclopramide injectable	5 mg/ml	30 ml				46
Metronidazole	250 mg	500 tablets		17.50		47
Metronidazole	500 mg	500 tablets		37.50		48
Otomax					135.98 215gm	49
Panacure suspension	10%	1000ml		127.00	357.00 1gal	50
Panalog ointment		240 ml		60.00		51
Penicillin G penject		250ml	9.00	12.00		52
Prednisone	20mg	100tab	4.90	5.00		53
Pyrantel Pamoate		gallon				54
Povidine iodine solution		gallon	13.50			55
Quadrilotrop Ointment		240 ml				56
Reglan INJ		30ml				57
Ringers solution/Dextrose		500ml bag	1.40			58
Ringers solution		500ml bag	1.45	1.75		59
Rimadyl or generic	25 mg	60 count		19.50		60
Rimadyl or generic	75 mg	60 count		23.50		61
Rimadyl or generic	100 mg	60 count		29.00		62
Propylene glycol USP	99%	gallon		25.00		63
Rutin Powder						64
Rutin tabs	500mg					65
Terramycin Ophthalmic Ointment		1/8 oz		11.50		66
Torbugesic inj	10 mg/ml	10 ml	61.70	80.00		67
Tramadol Inj	50mg/ml	1ml	13.25			68
Tramadol tablets	50mg	500		12.50		69
Valerian Root tabs						70
Vetalog Parenteral	2mg/ml	25 ml		55.00		71
Vibramycin drops						72
Vitamin B complex, Inj						73
Yohimbine (Yobine)	2mg/ml	20ml	56.50	69.00		74
Xylazine, 100mg/ml	100mg	50 ml btl	22.50	25.00		75
Xylazine, 20mg/ml	20mg	20 ml btl	22.00	21.50		76
VACCIINES						
Bordetella Intranasal		25 dose	1.52	4.00	1.52 per dose	77
DA2PP		25 dose	1.76	3.80	1.76 per dose	78
FVRCP		25 dose	1.28	3.40	1.28 per dose	79
Rabies 3yr		50 dose	.80	1.80	1.40 per dose	80
TESTS						
Canine Heartworm IDEX Snap tests		25 box	4.00 ea 25/bx	9.00		81
Canine Parvo Snap tests		5 box	12.95 ea 10/bx	18.00		82
FELV Snap Tests		30 box		11.67		83
Fecatect or ova-sol fecal float solution		gallon	8.25	7.00		84

WILLIAMSON COUNTY BID TABULATION
Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter
Bid Number 11WCA059
Contract Period July 1, 2011 through June 30, 2012

Renewal of Guard Rail Materials # 10WCA048

Commissioners Court - Regular Session

Date: 06/28/2011
 Submitted By: Kerstin Hancock, Purchasing
 Department: Purchasing
 Agenda Category: Consent

Information

Agenda Item

Consider re-awarding existing contract for Guard Rail Materials # 10WCAP048 to Texas Corrugators allowing for 10% price increase for steel items and 3% increase for timber items for the contract period July 1, 2011 through June 30, 2012- documentation attached.

Background

Unified Road and Bridge recommended renewing this contract with Texas Corrugators. Texas Corrugators experienced price increases from their manufacturers for steel and timber. After analysing the documentation (attached) provided to us and researching the economic situation in this industry, we feel that these price increases are reasonable.

For Questions, please contact Kerstin Hancock at khancock@wilco.org

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Renewal Letter Guard Rail](#)

Link: [Invoices TX Corrugators](#)

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 06/23/2011 10:19 AM
 Final Approval Date: 06/23/2011



P. O. Box 938 • Round Rock • Texas 78680 • (512) 388-0588 • Fax (512) 388-0417

May 12, 2011

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, Texas 78626

RE: Renewal – Guard Rail Materials – 10WCA048

Ms. Hancock:

This letter is to inform Williamson County that Texas Corrugators wishes to renew our current Guardrail Materials contract with a 10% price increase for steel items and 3% increase for timber items as shown in submitted invoices for proof of current price increases from last contract period, and with the same terms and conditions as the existing contract for the next fiscal year.

The renewal period will be July 1, 2011 through June 30, 2012.

Sincerely,

Curtis A. Crenwelge
President, Texas Corrugators Inc.



Gregory Industries, Inc.
4100 13th Street, SW • Canton, Ohio 44710
330-477-4800 • Fax 330-477-0626 • www.gregorycorp.com
HIGHWAY • COIL • FENCE • STRUT • ROLL FORM • GALVANIZING • METAL PROCESSING

INVOICE NO.: 180982
DATE: 03/25/11

Page 1

ACCOUNT NO.: TEX003

BILL TO:

TEXAS CORRUGATORS INC.
P.O. BOX 938
ROUND ROCK, TX 78680

SHIP TO:

TEXAS CORRUGATORS INC.
105 TRADESMAN PARK DRIVE
HUTTO, TX 78634

CUST. PO : M-3730
PROJECT :
SO NO : 4583AA

SHIP DATE : 03/25/11
BILL OF LADING : 53812
SHIP VIA : P

NO. ORDERED	BALANCE		PART NUMBER/DESCRIPTION	UNIT		
	DUE	SHIPPED		PRICE	UOM	AMOUNT
1	255.0	0.0	255.0 3PG2	12GA 25FT WB T1 HS AT 6FT 3IN	111.00 EA	28,305.00
2	36.0	0.0	36.0 1PG2RX25	12GA 12FT 6IN WB T1 RX25 HS AT 6FT 3IN	73.00 EA	2,628.00
			PO# M-3755			
3	2.0	0.0	2.0 1PG2RX70	12GA 12FT 6IN WB T1 RX70 HS AT 6FT 3IN	70.00 EA	140.00
			PO# J-6807			

.....
SUB TOTAL 31,073.00

Discount \$233.05 if paid by 04/04/11
Payment Terms: 3/4% 10, Net 30

AMOUNT DUE 31,073.00

REMITTANCE ADDRESS:
4100 13TH ST. SW
CANTON, OH 44710

Complete - Page 1 of 1

TRINITY HIGHWAY PRODUCTS, LLC

Invoice: HS422757

Inv Date: 6/18/10

2525 Stemmons Freeway - Dallas, TX 75207

800-835-6094 FAX 330-545-3718

REMIT TO:

Highway Products

P.O. BOX 951716

DALLAS, TX 75395-1716

Ship To

105 TRADESMAN PARK DRIVE

(HWY 79, 5 MILES EAST OF I35)

**HOLD FOR FULL TRUCK DELIVERY

HUTTO, TX 78634-

Sold To

TEXAS CORRUGATORS INC

P.O.BOX 938

ROUNDROCK, TX 78680

Cust #

728843

Order #

1125094

PLG

3

Plant

16

BOL #

31406

Carrier

FIKES TRUCK LINES

CarrierComnt

Freight

Included

Ship Date

6/18/10

Terms:

Net 45 Days

Credit Remark:

Credit #:

053109

Customer PO:

M-3331

Project

RESALE

Sales Person:

M. BENNETT

<u>Ordered</u>	<u>Bal Due</u>	<u>Shipped</u>	<u>Description</u>	<u>Unit Price</u> (USD)	<u>Amount</u> (USD)
828	1	187	60G 12/25/63/S	94.00	17,578.00
			Subtotal		17,578.00
			Freight (179 miles)		0.00
			Sales Tax - Authority 43		0.00
			Tax Rate 0.000000 %		
			17416132912~		
			Total Invoice (USD)		17,578.00

CUSTOMER COPY

Shreveport, Louisiana 71129-8516

Round Rock, Tx. 78680

59377

INVOICE DATE 04/04/11	SALESPERSON
SHIP TO	

[illegible]

Thank You!

INVOICE

57254

INVOICE DATE

SALESPERSON	
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4/17/10

SHIP TO

TO Texas Corrugators, Inc.

P. O. Box 938

Round Rock, Texas

Round Rock, TX 78680

[illegible]

Budget Amendment for Law Library Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Law Library

Background

The Law Library Fund is funded by the filing of civil cases in the County and District Courts. These funds do not impact the tax rate. During 2011-2012 we have several circumstances causing us to exceed this budget to include an update of the SO library going back to 2006, a one time payment for law library books that have been used by our courts but were owned by a previous employee and, in general, an increase in cost and updates to the County's Law Library. This amendment will fund the library through this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0350-0680-005758	Law Library/Law Books	\$64,000	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 06/23/2011 07:32 AM
 Final Approval Date: 06/23/2011

Executive Session

Commissioners Court - Regular Session

Date: 06/28/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) 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.

d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.

j) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

- k) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- l) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- m) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- n) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- o) Discuss proposed Avery Station RID.
- p) Discuss proposed acquisition of drainage easements along CR 138.
- q) Discuss proposed acquisition of land for Parks Facility.

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: 06/23/2011 08:24 AM
Final Approval Date: 06/23/2011
