AGENDA ITEM # 9 March 18, 1997 *

Consider granting preliminary plat approval to Godwin Acres.

Engineer Don H. Bizzell advised this 2.07 acre tract on Booty's Crossing Road is part of a 30 plus acre land swap between Danise Godwin Jordan and Jimmy Jacobs. An existing septic system and house is located on the 2.07 acres. City of Georgetown is in the process of extending waste water service to this area at which time this house will be connected to such service.

The remainder of the tract is in the process of being platted into approximately a 100 lot subdivision which will be furnished by the end of the year with City of Georgetown utilities.

The purpose of the plat is the land swap to which the City of Georgetown has granted plat approval.

Moved: Commissioner Mehevec
Seconded: Commissioner Hays
Motion: To grant preliminary plat approval to Godwin Acres.
Vote: Motion carried 5 - 0

AGENDA ITEM # 10 March 18, 1997 *

Consider authorizing advertising and setting date to hold public hearing on abandoning northern portion of County Road 155.

No action was taken on this item which will be added to a later agenda.

AGENDA ITEM # 11 March 18, 1997 *

Consider noting in minutes the route of Jarrell Fun Run, April 5, 1997.

No action was taken on this agenda item.

AGENDA ITEM # 12 March 18, 1997 VOL. 87, pg.532

Consider awarding proposals for temporary employee services.

Moved: Commissioner Boatright
Seconded: Commissioner Mehevec
Motion: To award Evans Temporary Services proposal for 12 month temporary employee services.
Vote: Motion carried 5 - 0

< Clerk copy here >

044

***See Volume 87, pages 589 through 595 for copies of bids.

TEMPORARY PERSONNEL CONTRACT BIDS

RECOMMEND EVINS TEMPORARIES

POSITION TITLE	EVINS TEMPORARIES	MANPOWER INTERNATIONAL	TAD TECHNICAL SERVICES
GENERAL CLERK	$ 8.10	$ 9.36	$ 8.70
CLERK TYPIST	$ 8.44	$ 10.08	$ 9.31
SECRETARY	$ 9.45	$ 12.24	$ 12.50
SWITCHBOARD OPER/RECEP	$ 8.78	$ 10.08	$ 11.00
MAIL CLERK	$ 8.10	$ 9.36	$ 9.31
STOCK CLERK/LT INDUSTRIAL LABORER	$ 8.10	$ 12.56	$ 9.25
STATISTICAL CLERK/TYPIST	$ 10.13	$ 14.40	$ 11.50
ACCOUNTING CLERK	$ 9.45	$ 12.24	$ 12.50
BOOKKEEPER	$ 11.10	$ 14.40	$ 14.00
DATA ENTRY OPERATOR	$ 9.45	$ 11.52	$ 10.70
WORD PROCESS. OPER.	$ 10.46	$ 12.24	$ 12.10
BUILDING CUSTODIAN	$ 8.10	$ 10.21	$ 11.50
SOFTWARE SPECIALIST	$ 11.14	$ 14.40	$ 16.88
RENEWAL %	10%	5% & 3%	2%
YEAR 2	$132.88	5% $160.75	$152.24
YEAR 3	$146.17	5% $168.78	$155.28
YEAR 4	$160.78	3% $173.85	$158.39
YEAR 5	$176.86	3% $179.06	$161.55

AGENDA ITEM # 13 March 18, 1997 *

Consider noting in minutes there will be a pre-bid conference relating to the construction of the Cedar Park Annex in the Commissioners Courtroom at 2 p.m. on March 27, 1997.

Moved: Commissioner Hays
Seconded: Commissioner Boatright
Motion: To note in minutes pre-bid conference relating to the construction of the Cedar Park Annex will be held in the Commissioners Courtroom at 2 o'clock p.m. on March 27, 1997.
Vote: Motion carried 5 - 0

AGENDA ITEM # 14 March 18, 1997 *

Consider authorizing advertising and setting date to open bids for construction of the Cedar Park Annex.

Moved: Judge Doerfler
Seconded: Commissioner Hays
Motion: To authorize advertising 2 o'clock p.m. on April 17, 1997, to receive and open bids for construction of the Cedar Park Annex.
Vote: Motion carried 5 - 0

AGENDA ITEM # 15 March 18, 1997 *

Consider authorizing advertising and setting date to open proposals for delinquent tax attorney contract.

Moved: Commissioner Boatright
Seconded: Judge Doerfler
Motion: To authorize the County Auditor to advertise 10 o'clock a.m. on April 22, 1997, to open proposals for delinquent tax attorney contract.
Vote: Motion carried 5 - 0

AGENDA ITEM # 16 March 18, 1997 *

Hold public hearing on placement of directional signs to Potosi Cove in Woods of Brushy Creek, Section 2, Phase 2.

At 10:00 a.m. Judge Doerfler announced public hearing open to discuss placement of directional signs to Potosi Cove in Woods of Brushy Creek, Section 2, Phase 2.

Commissioner Hays informed the court of petitions he had received in favor of the signs.

No one from the audience addressed the court.

At 10:05 a.m. Judge Doerfler announced public hearing closed.

AGENDA ITEM # 17 March 18, 1997 *

Consider approving directional signs to Potosi Cove in Woods of Brushy Creek, Section 2, Phase 2.

Moved: Commissioner Hays
Seconded: Commissioner Heiligenstein
Motion: To approve directional signs to Potosi Cove in Woods of Brushy Creek, Section 2, Phase 2.
Vote: Motion carried 5 - 0

AGENDA ITEM # **18** March 18, 1997 *

Consider approving agreement with Brushy Creek M.U.D. for participation and funding of Household Hazardous Waste Collection program for spring, 1997.

Moved: Judge Doerfler
Seconded: Commissioner Hays
Motion: To approve agreement with Brushy Creek M.U.D. for participation and funding of Household Hazardous Waste Collection program for spring, 1997.
Vote: Motion carried 5 - 0

< Clerk copy here >

BRUSHY CREEK
Municipal Utility District

901 Great Oaks Drive • Round Rock, Texas 78681 - 2506
(512) 255-7871 FAX (512) 255-0332

March 5, 1997

The Honorable Judge John Doerfler
Williamson County Commissioners Court
710 Main
Georgetown, Texas 78626

Dear Judge Doerfler,

Enclosed for your signature is the AGREEMENT BY AND BETWEEN BRUSHY CREEK MUNICIPAL UTILITY DISTRICT AND WILLIAMSON COUNTY FOR PARTICIPATION IN AND FUNDING OF THE WILLIAMSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION SCHEDULED FOR SPRING 1997.

For your convenience I have enclosed a self-addressed stamped envelope. Please return the signed copy to us as soon as possible.

Sincerely,

Barbara Brinchman

Barbara Brinchman

cc: Rosie Benitez

DOERFLER.HHW.11

AGREEMENT BY AND BETWEEN BRUSHY CREEK MUNICIPAL UTILITY DISTRICT AND WILLIAMSON COUNTY FOR PARTICIPATION IN AND FUNDING OF THE WILLIAMSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION SCHEDULED FOR SPRING 1997

Brushy Creek Municipal Utility District ("District") hereby elects to participate as a "Local Sponsor" in the Williamson County Household Hazardous Waste Collection ("Collection") to be financially coordinated by Williamson County ("County"). The District further agrees to pay $5,000 for the Collection by April 1, 1997, in advance of the Collection. In the event unused funds remain after the Collection, the remaining funds will be used for additional projects in Williamson County related to Household Hazardous Waste collection and/or management.

The County agrees to be the entity responsible for taking all actions necessary to cause the Collection to be conducted, for the management and disbursement of Collection funds and will use its best efforts to complete the Collection by June 1, 1997.

The obligations of the District and the County under this Agreement are contingent upon the County: (i) being able to enter into a contract with a professional hazardous waste management company for the collection, packaging, transportation, and disposal of household hazardous wastes related to the Collection; (ii) being able to receive approvals for the Collection from the Texas Natural Resource Conservation Commission; and (iii) being able to enter into agreements similar to this Agreement with other Local Sponsors.

In the event that the Collection is not held by July 1, 1997, this Agreement is null and void and your contribution will be returned.

Agreed and accepted this 13th day of February 1997.

Williamson County

By: John C. Doerfler 3-18-97
Judge Doerfler
County Judge

Brushy Creek Municipal Utility District

By: James Griffith
James Griffith
President, Board of Directors

HHWC.AGREEMENT.55

AGENDA ITEM # 19 March 18, 1997 *

Consider approving interlocal agreement with Block House MUD for security patrols.

Moved: Commissioner Boatright
Seconded: Judge Doerfler
Motion: To approve interlocal agreement with Block House MUD for security patrols.
Vote: Motion carried 5 - 0

< Clerk copy here >

STRASBURGER & PRICE, L.L.P.

ATTORNEYS AND COUNSELORS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2600 ONE AMERICAN CENTER
600 CONGRESS AVENUE
AUSTIN, TEXAS 78701-3248
(512) 499-3600

TELECOPIER (512) 499-3660

DALLAS
SUITE 4300
901 MAIN STREET
DALLAS, TEXAS 75202
(214) 651-4300

HOUSTON
SUITE 2800
1221 McKINNEY STREET
HOUSTON, TEXAS 77010
(713) 951-5600

MEXICO CITY
EDIFICIO HEWLETT-PACKARD
MONTE PELVOUX NO 111, PISO 5
LOMAS DE CHAPULTEPEC
11000 MEXICO D.F., MEXICO
011-525-202-8798

WRITER'S DIRECT DIAL NUMBER:
(512) 499-3645

March 4, 1997

Judge John C. Doerfler
Williamson County Sheriff's Department
508 S. Rock
Georgetown, Texas 78626

Re: Block House Municipal Utility District - Interlocal Agreement for Security Patrols

Dear Judge Doerfler:

Enclosed please find 3 originals of the Interlocal Agreement for Security Patrols between Block House Municipal Utility District and Williamson County. The Board of Directors of the District approved a one-year extension of this Agreement at its meeting on February 26, 1997. Please execute all 3 originals where provided, retain an original for your files and return the other 2 originals to me at the letterhead address.

In the event you have any questions or need anything further in connection with this matter, please do not hesitate to contact me.

Yours very truly,

Denise L. Motal

Denise L. Motal
Legal Assistant to
Sue Brooks Littlefield

050

Enclosures
cc: Sheriff Ed Richards
Commissioner Greg Boatright
Cecilia Roberts

INTERLOCAL AGREEMENT FOR SECURITY PATROLS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Interlocal Agreement for Security Patrols ("Agreement") is made and entered into by and between Williamson County, Texas (the "County") and Block House Municipal Utility District (the "District"), to set forth the terms and conditions under which the County will provide additional security patrols by the Williamson County Sheriff's Department (the "Department") of the property within the District.

RECITALS:

WHEREAS, the District is a political subdivision of the State of Texas situated within the County; and

WHEREAS, the County is a political subdivision of the State which provides, through the Department, law enforcement services within the geographic area encompassed by the County, including the District; and

WHEREAS, the District desires to obtain increased security patrols within the District for purposes of preventing or abating offenses against the rules of the District and the laws of the State, as permitted by Section 49.216 of the Texas Water Code; and

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

WHEREAS, increased patrols by the Department would mutually benefit the parties, and serve to protect the public interest and the public health, safety, and welfare;

NOW, THEREFORE, know all men by these presents, that good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

051

Section 1. Patrol Services. The County agrees to provide additional patrol services in 2 hour blocks, during high-risk periods, 4 days per week. The time blocks and the number of patrols may be changed by mutual agreement of the parties. The deputy providing the services must, at a minimum, drive through the parking lot for Block House Park and walk through the Park during each patrol. During the walk-through, the deputy will monitor the restrooms located in the Park for vandalism. A written report stating the date and time of each patrol and any incidents or other activities observed will be submitted

monthly, by the last day of the month. This agreement will in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as these services are provided to other property within the County. These services are in addition to, and not in lieu of, these routine services.

Section 2. Compensation. For the additional patrol services provided by the County, the District agrees to pay, from current revenues, the lesser of (i) $20 per hour; or (ii) one and one-half times the normal rate for patrol service per hour. The County authorizes and directs the District to pay all sums due and payable hereunder directly to the deputy providing additional patrol services to the District. The County will prepare and issue to each deputy a time sheet indicating: (a) the total hours of additional patrol services rendered by the deputy, and (b) the County's approval of the services, and forward these time sheets to the District for payment. The total amount payable by the District must not exceed $2,500 per month. The District, in paying for the governmental services rendered by the County through the Department, will make payments out of current revenues available to the District, as required by the Cooperation Act. The District agrees to issue IRS forms 1099 to each deputy providing services, setting forth the total sum paid to the deputy for each calendar year in which services are performed.

Section 3. Performance of Patrol Services. Additional patrol services provided to the District under this Agreement will be provided by deputies employed by the Department, and the deputies will remain under the control and supervision of the County at all times. The deputies providing services under this Agreement will perform duties in the same manner as if providing patrol services within the District in the absence of this Agreement, and will remain County employees, entitled to the same benefits, and subject to the same restrictions as any other deputy; however, the direct hourly compensation to be paid to the deputy will be paid as provided in Section 2. The deputies must wear their Sheriff's Department uniforms and equipment and utilize marked Sheriff's Department patrol cars while providing services under this Agreement. All equipment, uniforms, and insurance will be the sole responsibility of the County. All deputies providing services will be acting in the course and scope of their employment by the County at all times while engaged in the performance of the additional patrol services contemplated hereunder.

Section 4. Indemnity. The District will have no liability relating to any action taken by any deputy providing services under this Agreement. To the extent permitted by applicable law, the County will indemnify the District from any liability, claim or demand, including attorney's fees for the defense thereof, arising as the result of any act or failure to act by any deputy providing services under this Agreement.

052

Section 5. Notice. Any notice given hereunder must be in writing, and may be effected by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Block House Municipal Utility District
P.O. Box 129
Leander, Texas 78641

County: Williamson County Sheriff's Department
508 South Rock
Georgetown, Texas 78626

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

Section 6. Term. The term of this agreement shall expire on April 30, 1998, unless sooner terminated by either party by giving written notice to the other party.

Section 7. General Provisions.

a. Interlocal Cooperation. The District and the County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.

b. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior understandings and agreements between the parties. This Agreement may not be modified or amended except by written agreement duly executed by both parties.

c. Interpretation. This Agreement has been entered into under the authority granted under the Cooperation Act. All terms and provisions are to be construed and interpreted consistently with that Act.

d. Invalid Provisions. Any provision of this agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable will not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

e. Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations are performable in Williamson County, Texas, and venue for any action hereunder will be in Williamson County, Texas.

053

Executed on the date or dates indicated below, to be effective April 30, 1997.

Date: 2-26-97

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

By: _____
Chris Munn, President
Board of Directors

ATTEST:

Cecilia Roberts
Cecilia A. Roberts, Secretary
Board of Directors

Date: _____

WILLIAMSON COUNTY, TEXAS

By: _____
John C. Doerfler, County Judge

054

AGREEMENT BY AND BETWEEN BRUSHY CREEK MUNICIPAL UTILITY DISTRICT AND WILLIAMSON COUNTY FOR PARTICIPATION IN AND FUNDING OF THE WILLIAMSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION SCHEDULED FOR SPRING 1997

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In the event that the Collection is not held by July 1, 1997, this Agreement is null and void and your contribution will be returned.

Agreed and accepted this 13th day of February 1997.

Williamson County

By:_____
Judge Doerfler
County Judge

Brushy Creek Municipal Utility District

055

By: James Griffith
James Griffith
President, Board of Directors

H:\WC.AGREEMENT.55

AGENDA ITEM # 20 March 18, 1997 *

Consider authorizing advertising and setting date to open bids for various Capital Metro projects.

Moved: Commissioner Mehevec
Seconded: Commissioner Hays
Motion: To authorize the County Road Superintendent to advertise 10:15 a.m. on April 22, 1997, to open bids for various Capital Metro projects.
Vote: Motion carried 5 - 0

AGENDA ITEM # 21 March 18, 1997 *

Consider authorizing advertising and setting date to receive bids for contract seal coating and contract mowing.

Moved: Commissioner Boatright
Seconded: Judge Doerfler
Motion: To authorize County Auditor to advertise 10:15 a.m. on April 8, 1997, to receive bids for contract seal coating and contract mowing.
Vote: Motion carried 5 - 0

AGENDA ITEM # 22 March 18, 1997 *

Hold public hearing on placement of directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.

At 10:20 a.m. Judge Doerfler announced public hearing open on placement of directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.

Commissioner Hays addressed the court on this issue.

At 10:21 a.m. Judge Doerfler announced public hearing closed.

AGENDA ITEM # 23 March 18, 1997 **VOL. 87, pg.544**

Consider approving directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.

Moved: Commissioner Hays
Seconded: Judge Doerfler
Motion: To approve directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.
Vote: Motion carried 5 - 0

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AGENDA ITEM # 24 March 18, 1997 **VOL. 87, pg.544**

Consider noting in minutes Williamson County Road and Bridge may be bidding on various pieces of equipment at public auction in Ft. Worth.

Moved: Commissioner Boatright
Seconded: Commissioner Hays
Motion: To note in minutes Williamson County Road and Bridge may be bidding on various pieces of equipment at March 18/19, 1997, public auction in Ft. Worth.
Vote: Motion carried 3 - 1 with Commissioner Mehevec voting against the motion and Commissioner Heiligenstein absent from the dais.

AGENDA ITEM # 25 March 18, 1997 **VOL. 87, pg.544**

Consider accepting bond for Nickey Lawrence, Precinct #2.

Moved: Judge Doerfler
Seconded: Commissioner Boatright
Motion: To accept bond for Nickey Lawrence, Precinct #2.
Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.

Texas

VOL 0087 PAGE 545

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Williamson } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 68575957

That we, Nickey Lawrence, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] County of Williamson, his successors in office, in the sum of[2] One Hundred Thousand and No/100 DOLLARS ($100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 10th day of February, 19 97.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19____, duly _____ (Elected-Appointed) to the office of Administrative Assistant in and for[3] Precinct #2 Williamson County, State of Texas, for a term of One year _____ commencing on the 6th day of February, 19 97.

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~ xxxxx

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then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Nickey Lawrence
Principal

Countersigned
By Joe Daugert
Resident Agent

WESTERN SURETY COMPANY
By Stephen T. Pate
Stephen T. Pate, President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of WILLIAMSON } ss

Before me, Jake Tabis River on this day, personally appeared NICKEY LAWRENCE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at GEORGETOWN, Texas, this 20th day of FEBRUARY, 19 97.

Jake Tabis River
WILLIAMSON County, Texas

SEAL

Form 862A — 6-96

Approved 3-18-97
John C. Dalfler

VOL 0087 PAGE 546

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL _____ County, Texas

_____

OATH OF OFFICE
(General)

I, NICKEY LAWRENCE, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of ADM. ASSISTANT, PCT #2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Nickey Lawrence

Sworn to and subscribed before me at GEORGETOWN, Texas, this 20th day of FEBRUARY, 1997.

Jane Gabbelman

SEAL

Williamson County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date March 18, 1997

_____ Clerk John C. Doerfler County Judge,

County Court _____ County Williamson County, Texas

THE STATE OF TEXAS
County of _____ } ss

058

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 19___, with its certificates of authentication, was filed for record in my office the _____ day of _____, 19___, at _____ o'clock ___ M., and duly recorded the _____ day of _____, 19___, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - $5,000 minimum, $500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given - $5,000 minimum, $500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the Commissioners Court	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - $5,000 minimum, $100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given - $5,000 minimum, $100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court - $500 minimum, $10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Fixed by the Commissioners Court	Not Specified		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court $1,000 minimum, $10,000 maximum	County Judge	Commissioners Court	Agric. Code 146.055	"well and truly perform the duties of the office."
Sheriff	Set by the Commissioners Court $5,000 minimum, $30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties he collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to him from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given - $2,500 minimum, $100,000 maximum	Governor	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, $100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Commissioner	$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court $500 minimum - $1,500 maximum	Governor	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	$2,500	County Judge	Department of Agriculture	Agric Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

059

3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 10th day of February, 19 97, personally appeared Stephen T. Pate to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

060

B. THOMAS
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL
My Commission Expires 6-2-2003

B. Thomas
Notary Public

Western Surety Company

OFFICIAL
BOND AND OATH

On Behalf of _____ Principal

Official Title _____, Texas

Filed the _____ day of _____, 19___, at _____ o'clock ____M.

Clerk _____

County Court _____ County, Texas

Western Surety Company

- IMPORTANT NOTICE

To obtain information or make a complaint:

- You may call Western Surety Company's toll-free telephone number for information or to make a complaint at

  1-800-232-2800

- You may also write to Western Surety Company at
  P.O. Box 655908
  Dallas, TX 75265-5908
  or
  P.O. Box 5077
  Sioux Falls, SD 57117-5077

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

  1-800-252-3439

- You may write the Texas Department of Insurance
  P.O. Box 149104
  Austin, TX 78714-9104
  FAX # (512) 475-1771

- **PREMIUM OR CLAIM DISPUTES:**
  Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- **ATTACH THIS NOTICE TO YOUR POLICY:**
  This notice is for information only and does not become a part or condition of the attached document.

Form [illegible]

COMMISSIONERS COURT MEETING ADJOURNED AT 10:45 A.M. ON TUESDAY, MARCH 18, 1997.

COMMISSIONERS COURT MEETING RECONVENED AT 11 A.M. ON TUESDAY, MARCH 18, 1997.

AGENDA ITEM # 26 March 18, 1997 *

Hold public hearing regarding the sufficiency of the petition requesting the creation of Williamson County Development District No. 1 and whether or not said district should be created .

At 11:00 a.m. Judge Doerfler opened the public hearing regarding the sufficiency of the petition requesting the creation of Williamson County Development District No. 1 and whether or not said district should be created.

Attorney Charles Crossfield announced, "This is a public hearing according to the statutes wherein it is now time for any citizens to speak for or against the formation of the Williamson County Development District No. 1".

Williamson County, City of Georgetown and Greg and Betty Hall have presented petitions in favor of the 500 acre district.

At 11:02 a.m. Judge Doerfler closed the public hearing.

AGENDA ITEM # 27 March 18, 1997 *

Consider order creating Williamson County Development District No. 1.

Moved: Commissioner Boatright
Seconded: Commissioner Hays
Motion: To approve order creating Williamson County Development District No. 1.
Vote: Motion carried 5 - 0

< Clerk copy here >

ORDER

WHEREAS, on the 11th day of February, 1997, the Commissioners Court of Williamson County, Texas, received a Petition requesting the formation of the Williamson County Development District No. 1, and

WHEREAS, by Order, the Commissioners Court received and accepted said Petition, and

WHEREAS, in accordance with Section 312.607, Texas Tax Code, V.A.T.S. (the "Act"), a public hearing was held on the 18th day of March, 1997, at 11:00 a.m. in the Commissioners Courtroom on the 2nd Floor of the Williamson County Courthouse, 800 Austin Avenue, Georgetown, Texas, at which any interested person was invited to appear before the Court and offer testimony on the sufficiency of the petition and whether or not the District should be created; and

WHEREAS, the Clerk of the Court gave proper notice of the hearing as required by Section 312.608 of the Act; and

WHEREAS, the Commissioners Court has examined the petition to ascertain its sufficiency; and

WHEREAS, the Commissioners Court finds that the petition conforms to the requirements of Section 312.6055 of the Act, that the creation of the District and the proposed project is feasible and necessary and would serve the public purpose of attracting visitors and tourists to Williamson County, and that all other prerequisites required by law have been satisfied;

NOW THEREFORE BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. That Williamson County Development District No. 1, the boundaries of which are further described in Exhibit "A", attached hereto and incorporated herein, is hereby created.

SECTION 2. That the following persons are hereby appointed to serve as Temporary Directors of the Williamson County Development District No. 1:

Reese Blinko
Norm Bray
Tom Nielson
Randy Grimes
Mark Dixon

SECTION 3. That this Order shall take effect immediately from and after its passage and it is accordingly so ordered.

John Doerfler
JOHN DOERFLER
COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

ATTEST:
Elaine Bizzell
ELAINE BIZZEL, COUNTY CLERK

EXHIBIT

"A"

CRICHTON AND ASSOCIATES
LAND SURVEYORS
107 NORTH LAMPASAS
ROUND ROCK, TEXAS 78664
512-244-3395

FIELD NOTES

FIELD NOTES FOR 542.6481 ACRES OUT OF THE LEWIS J. DYCHES SURVEY ABSTRACT NO. 180, THE F. A. HUDSON SURVEY ABSTRACT 295, THE CLEMENT STUBBLEFIELD SURVEY ABSTRACT NO. 558, THE NICHOLAS PORTER SURVEY ABSTRACT NO. 497 AND THE J. B. PULSIFER SURVEY ABSTRACT NO. 498 IN WILLIAMSON COUNTY, TEXAS BEING DESCRIBED IN TWO TRACTS

TRACT ONE: 283.2075 ACRES BEING ALL OF A 22.6300 ACRE TRACT RECORDED IN DOCUMENT NO. 9702743, ALL OF A 175.52 ACRE TRACT RECORDED IN VOL. 1555 PG. 815, ALL OF A 62.258 ACRE TRACT RECORDED IN VOL. 2651 PG. 808, ALL OF A 20.00 ACRE TRACT RECORDED IN VOL. 2680, PG. 146, ALL OF A 8.299 ACRE TRACT RECORDED IN DOC. NO. 9633166 (SAVE AND EXCEPT A 0.29 ACRE TRACT BEING ENTIRELY WITHIN SAID 8.01 ACRE TRACT RECORDED IN VOL. 527 PG. 640) ALL OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS.

TRACT TWO: ALL OF A 259.4406 ACRE TRACT RECORDED IN VOL. 2471, PG. 379 OF THE WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS.

TRACT ONE:

BEGINNING an iron pin found on the East R.O.W. of U. S. Highway 81, being the Northwest corner of a 2.8 acre tract conveyed to Earnest Joseph in Vol. 605 Pg. 70 of the Williamson County, Texas Deed Records, at the Southwest corner of said 234.48 acre tract for the **POINT OF BEGINNING.**

THENCE N 18° 24' 00" E, 94.88 feet to a point at the intersection of the East R.O.W. of U.S. Highway 81 and the South R.O.W. of Georgetown Inner Loop as dedicated in Vol. 2521 Pg. 284 of the Williamson County, Texas Deed Records for the Northwest corner of this tract.

THENCE with the South R.O.W. of Georgetown Inner Loop the following four courses:

1) Along a curve to the right whose elements are I= 89° 55' 25", R= 25.00, L= 39.24, whose chord bears N 63° 21' 31" E, 35.33 feet to a point of tangency.

2) S 71° 37' 39" E, 846.24 feet to a point of curve to the left.

3) Along said curve to the left whose elements are I= 35° 54' 49", R= 2109.89, L= 1322.50 whose chord bears S 89° 35' 43" E, 1300.96 feet to a point of tangency.

4) N 72° 26' 58" E, 50.40 feet to a point.

THENCE S 17° 33' 02" E through the interior of said 234.48 acre tract, 1037.70 feet to a point on the South line of said 234.48 acre tract, also being on the North line of a 120.30 acre tract conveyed to Raymond A. Reed in Vol. 395 Pg. 620 of the Williamson County, Texas Deed Records.

THENCE S 68° 40' 31" W, 411.34 feet to a point at the Northwest corner of said 120.30 acre tract, also being on the East line of said 175.52 acre tract.

THENCE with the East line of said 175.52 acre tract and the West line of said 120.30 acre tract the following four (3) courses:

1) S 21° 24' 42" E, 490.55 feet to a point.

2) S 17° 11' 27" E, 47.51 feet to a point.

3) S 21° 48' 12" E, 163.77 feet to a point.

4) S 21° 15' 57" E, 1112.08 feet to a point being the Southwest corner of said 120.30 acre tract, the Southeast corner of said 175.52 acre tract, also being on the North line of said 62.258 acre tract.

THENCE N 68° 53' 13" E with the common line of said 120.30 acre tract and said 62.258 acre tract, 1026.09 feet to the Northeast corner of said 62.258 acre tract also being the Northwest corner of a 10.09 acre tract recorded in Vol. 701 Pg. 823 of the Official Records of Williamson County, Texas.

THENCE S 19° 24' 52" E, 749.33 feet to the South common corner of said 10.09 acre tract and said 62.258 acre tract, also being on the North line of a 50' Roadway Easement recorded in Vol. 7081 Pg. 626 of the Official Records of Williamson County, Texas .

THENCE S 70° 27' 03" W, 541.27 feet to a the Northwest corner of said Road Easement, also being the Northeast corner of said 20.00 acre tract.

THENCE with the East line of said 20.00 acre tract the following two (2) courses:

1) S 19° 14' 52" E, 50.33 feet to the Southwest corner of said Roadway Easement, also being the Northwest corner of a 5.0 acre tract recorded in Vol. 730 Pg. 279 of the Official Records of Williamson County, Texas .

2) S 19° 35' 52" E passing the West common corner of said 5.0 acre tract and another 5.0 acre tract recorded in Vol. 1362 Pg. 868 of the Official Records of Williamson County, Texas, in all a distance of 809.34 feet to the South common corner of said 5.0 acre tract recorded in Vol. 1362 Pg. 868 and said 20.00 acre tract, also being on the North line of a 80.00 acre tract recorded in Vol. 2145 PG. 275 of the Official Records of Williamson County, Texas for the Southeast corner of this tract.

THENCE S 68° 44' 08" W with the North line of said 80.00 acre tract, 1013.83 feet to the South common corner of said 20.00 acre tract and said 62.258 acre tract.

THENCE S 68° 44' 08" W, 955.76 feet to the West common corner of said 62.258 acre tract and said 80.00 acre tract, also being on the East line of a 10.09 acre tract recorded in Vol. 701 Pg. 823 of the Official Records of Williamson County, Texas.

066

THENCE with the West line of said 62.258 acre tract the following five (5) courses:

1) N 21° 43' 57" W, 306.93 feet to the Northeast corner of said 10.09 acre tract and the

Southeast corner of a 5.29 acre tract recorded in Vol. 2202 Pg. 167 of the Official Records of Williamson County, Texas.

2) N 21° 43' 07" W, 580.49 feet to a point.

3) N 22° 44' 52" W, 61.41 feet to a point at the Northeast corner of said 5.29 acre tract and the Southeast corner of a 5.02 acre tract recorded in Vol. 1777 Pg. 386 of the Official Records of Williamson County, Texas.

4) N 23° 00' 02" W, 126.10 feet to a point.

5) N 20° 12' 52" W, 511.50 feet to the Northeast corner of said 5.02 acre tract, the Northwest corner of said 62.258 acre tract, also being on the South line of said 175.52 acre tract.

THENCE S 69° 42' 18" W with the North line of said 5.02 acre tract, 321.12 feet to a point.

THENCE S 68° 22' 43" W, passing the North common corner of said 5.02 tract and a 5.07 acre tract recorded in Vol. 2190 Pg. 272 of the Official Records of Williamson County, Texas, in all a distance of 195.89 feet to a point.

THENCE S 69° 22' 08" W, 176.47 feet to the North common corner of said 5.07 acre tract and a 5.036 acre tract recorded in Vol. 1803 Pg. 13 of the Official Records of Williamson County, Texas.

THENCE with the common line of this tract and said 5.07 acre tract the following two (2) courses:

1) S 68° 45' 43" W, 76.42 feet to a point.

2) S 69° 46' 33" W, 443.10 feet to the West common corner of this tract and said 5.036 acre tract said point also being on the East R.O.W. of County Road 116 for the Southwest corner of said 175.52 acre tract and most Westerly Southwest corner of this tract.

THENCE N 21° 34' 32" W with the East R.O.W. of County Road 116, 540.94 feet to the Southwest corner of a 5.00 acre tract recorded in Vol. 221 Pg. 718 of the Official Records of Williamson County, Texas.

THENCE with the South, East and North line of said 5.00 acre tract the following three (3) courses:

1) N 68° 17' 43" E, 426.99 feet to a point.

2) N 21° 45' 27" W, 511.91 feet to a point.

3) S 68° 09' 58" W, 425.41 feet to a point being the Northwest corner of said 5.00 tract, also being on the East R.O.W. of County Road 116.

THENCE with the East R.O.W. of County, Road 116 and the West line of said 175.52 acre tract the following two (2) courses:

1) N 21° 27' 12" W, 568.41 feet to a point.

2) N 21° 29' 02" W, 499.89 feet to the a point.

THENCE S 18° 27' 18" W crossing County Road 116, 48.10 feet to a point on the West R.O.W. of County Road 116, also being the on the East line of a 3.59 acre tract recorded in Vol. 1555 Pg. 815.

THENCE S 21° 28' 55" E with the West R.O.W. of County Road 116, 604.86 feet to the Southeast

corner of said 3.59 acre tract also being the Northeast corner of a 17 acre tract recorded in Vol. 390 Pg. 257 of the Williamson County, Texas Official Records.

THENCE S 69° 11' 10" W, 508.64 feet to the West common corner of said 17 and said 3.59 acre tract, also being on the East line of Interstate Highway 35.

THENCE N 18° 25' 14" E with Southeast R.O.W. of Interstate Highway, passing the East corner of said 3.59 acre tract, in all a distance of 841.00 feet to a point being the intersection of the South R.O.W. of Interstate Highway 35 and the East R.O.W. of County Road 116.

THENCE with the Southeast R.O.W. of Interstate Highway and the West line of said 175.52 acre tract the following two (2) courses:

1) N 18° 27' 18" E, 550.19 feet to a point.

2) N 08° 57' 08" E, 88.60 feet to the Southwest corner of Knuckle Down Subdivision, a subdivision recorded in Cab. L Slide 49 of the Williamson County, Texas Plat Records.

THENCE with the common line of said 175.52 acre tract and Knuckle Down Subdivision the following four (4) courses:

1) S 74° 52' 42" E, 360.44 feet to a point.

2) N 08° 29' 58" E, 285.00 feet to a point.

3) N 74° 45' 52" W, 150.97 feet to a point.

4) N 75° 09' 37" W, 208.82 feet to a point on the East R.O.W. of Interstate Highway 35.

THENCE N 08° 34' 33" E, 50.62 feet to a point being the Southwest corner of a 1.0 acre tract recorded in Vol. 676 Pg. 326 of the Official Records of Williamson County, Texas.

THENCE with the common line of said 1.0 acre tract and said 175.52 acre tract the following three (3) courses:

1) S 74° 47' 02" E, 174.41 feet to a point.

2) N 08° 29' 33" W, 255.28 feet to a point.

3) N 80° 05' 52" W, 5.11 feet to a point.

THENCE N 38° 38' 58" E, 351.48 feet to the Northeast corner of a 1.21 acre tract recorded in Vol. 2059 Pg. 804 of the Official Records of Williamson County, Texas also being on the South line of a 2.0 acre tract recorded in Vol. 527 Pg. 731 of the Official Records of Williamson County, Texas.

THENCE with the North line of said 175.52 acre tract and the South line of said 2.0 acre tract the following two (2) courses:

068

1) S 80° 45' 32" E, 245.40 feet to a point.

2) N 75° 31' 50" E, 70.14 feet to the Southeast corner of said 2.0 acre tract also being on the South line of said

THENCE N 09° 17' 38" E, 121.83 feet to a point at the Northeast corner of said 2.0 acre tract.

THENCE N 80° 19' 04" W, 261.33 feet to a point at the Southeast corner of a 2.8 said acre tract.

THENCE N 16° 37' 53" E, 396.07 feet to a point for the Northeast corner of said 2.8 acre tract.

THENCE N 80° 19' 10" W with the North line of said 2.8 acre tract, 302.93 feet to the **POINT OF BEGINNING** and containing 283.6215 acres more or less save and except said tract recorded in Vol. 527 Pg. 640 and a remainder portion of a 234.48 acre tract recorded in Vol. 2356 Pg. 131 of the Williamson County, Texas Deed Records located along the South line of said 22.6800 acre tract, for a Net Acreage of 238.2075 acres more or less.

TRACT TWO

BEGINNING at the intersection of the West R.O.W. of Interstate Highway 35 and the center of the North San Gabriel River, also being the Southeast corner of said 259.4406 acre tract for the **POINT OF BEGINNING**

THENCE S 43° 46' 36" W with the West R.O.W. of Interstate Highway 35 and the East line of said 259.4406 acre tract, 994.50 feet to a point.

THENCE with the West R.O.W. of Interstate Highway 35 and the East line of said 259.4406 acre tract along a curve whose elements are I= 09° 15' 36", R= 6029.48, L= 973.40 whose chord bears S 39° 08' 49" W, 970.41 feet to the South corner of said 259.4406 acre tract, also being the Southeast corner of River Hills Section 4, a subdivision recorded in Cab. H Slide 231-232 of the Williamson County, Texas Plat Records.

THENCE with the North line of said River Hills Section Four, a subdivision recorded in Cab. H, Slide 231 and River Hills Section One, a subdivision recorded in Cab. D Slide 304-305 of the Plat Records of Williamson County, Texas and the South line of said 259.4406 acre tract the following five (5) courses:

1) N 18° 02' 19" W, 398.11 feet to a point.

2) S 79° 49' 15" W, 443.29 feet to a point.

3) S 76° 31' 26" W, 357.57 feet to a point.

4) S 71° 16' 37" W, 444.06 feet to a point

5) S 68° 56' 35" W, 945.77 feet to a point being the Northwest corner of said River Hills Section One, also being on the East line of a 202.149 acre tract recorded in Vol. 1997 Pg. 953 of the Official Records of Williamson County, Texas.

THENCE N 12° 24' 21" W, 1127.53 feet to a point on the South line of a 96.3224 acre tract recorded in Vol. 232 Pg. 578 of the Official Records of Williamson County, Texas for the most Westerly Northwest corner of this tract.

THENCE with the common line of said 259.4406 acre tract and said 96.3224 acre tract the following twenty (20) courses:

1) N 30° 19' 59" E, 133.45 feet to a point.

2) N 42° 36' 17" E, 88.49 feet to a point.

3) N 15° 00' 18" E, 120.20 feet to a point.

4) N 05° 50' 12" E, 114.71 feet to a point.

069

5) N 14° 46' 48" E, 220.01 feet to a point.

6) N 06° 44' 56" E, 212.67 feet to a point.

7) N 04° 03' 37" E, 212.02 feet to a point.

8) N 09° 57' 57" E, 289.03 feet to a point.

9) N 32° 16' 39" E, 208.19 feet to a point.

10) N 29° 49' 26" E, 163.40 feet to a point.

11) N 14° 38' 09" E, 203.99 feet to a point.

12) N 43° 51' 26" E, 162.54 feet to a point.

13) N 63° 40' 05" E, 36.75 feet to a point.

14) N 72° 45' 49" E, 46.76 feet to a point.

15) N 37° 41' 48" E, 110.65 feet to a point.

16) N 31° 20' 44" E, 107.16 feet to a point.

17) N 00° 22' 43" W, 77.98 feet to a point.

18) N 13° 20' 49" E, 165.06 feet to a point.

19) N 01° 27' 45" E, 276.14 feet to a point.

20) N 02° 57' 11" W, 41.16 feet to a point at the Southwest corner of a strip of land between said 259.4406 acre tract and County Club Acres, a subdivision recorded in Cab. B Slides 8-10 of the Williamson County, Texas Plat Records for the North corner of this tract.

THENCE with the South line of said strip and the North line of said 259.4406 acre tract the following six (6) courses:

1) N 87° 18' 12" E, 25.04 feet to a point.

2) S 84° 31' 20" E, 708.34 feet to a point.

3) N 73° 11' 58" E, 290.08 feet to a point.

4) N 63° 31' 52" E, 401.88 feet to a point.

5) N 71° 49' 00" E, 466.35 feet to a point.

6) N 25° 50' 33" W, 65.04 feet to a point at the Southeast corner of Lot 18 Block E of said Country Club Acres.

THENCE with the South line of Country Club Acres the follow six (6) courses:

070

1) N 47° 06' 25" E, 142.07 feet to a point.

2) S 63° 09' 42" E, 93.21 feet to a point.

3) N 81° 38' 48" E, 114.34 feet to a point.

4) N 50° 07' 26" E, 31.53 feet to a point.

5) S 79° 30' 25" E, 90.30 feet to a point.

6) S 84° 22' 44" E, 81.85 feet to a point on the South line of Country Club Road.

THENCE N 83° 08' 20" E with the South line of Country Club Road, 182.17 feet to a point.

THENCE with the East line of said 259.4406 acre tract the following five courses:

1) S 08° 38' 40" E, 59.28 feet to a point.

2) S 23° 52' 50" W, 48.38 feet to a point.

3) S 37° 00' 11" E, 176.26 feet to a point.

4) S 24° 35' 51" E, 89.19 feet to a point.

5) S 18° 12' 51" E, 115.00 feet to a point in the centerline of the North San Gabriel River.

THENCE with the centerline of the North San Gabriel River the following three (3) courses:

1) S 41° 39' 19" E, 602.14 feet to a point.

2) S 09° 17' 01" W, 800.35 feet to a point.

3) S 03° 20' 20" E, 907.86 feet to the **POINT OF BEGINNING** and containing 259.4406 acres more or less.

ACREAGE RECAP

TRACT ONE - 283.2075 ACRES
TRACT TWO - 259.4406 ACRES
TOTAL - 542.6481 ACRES

I hereby certify that the foregoing field notes were prepared based on records and not from a survey on the ground, and are true and correct, to the best of my knowledge and belief.

Witness my hand and seal February 7, 1997.

Herman Crichton, R.P.L.S. 4046

STATE OF TEXAS
REGISTERED
HERMAN CRICHTON
4046
PROFESSIONAL
LAND SURVEYOR

071

AGENDA ITEM # 28 March 18, 1997 *

Discuss and take any appropriate action pertaining to issuance of short term Certificates of Obligation.

Judge Doerfler requested the commissioners come to court in two weeks with a listing of monetary needs for their precincts.

No action was taken on this item which will be added to the agenda of April 1, 1997.

AGENDA ITEM # 29 March 18, 1997 *

Consider approving request from Sheriff to increase the number of reserve deputies to thirty (30), and approve newly developed reserve officer policies and procedures.

Chief Deputy Sheriff Richard Elliott addressed the court and answered all questions.

Moved: Judge Doerfler
Seconded: Commissioner Boatright
Motion: To approve request from Sheriff to increase the number of reserve deputies to thirty (30), and approve newly developed reserve officer policies and procedures.
Vote: Motion carried 5 - 0

< Clerk copy here >

WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

ED RICHARDS, SHERIFF

508 SOUTH ROCK STREET
GEORGETOWN, TEXAS 78626
PHONE (512) 930-3200

(TAYLOR) 352-7462
(LIBERTY HILL) 259-2634
FAX 930-3117

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M E M O R A N D U M

To: Honorable Judge John Doerfler

From: Sheriff Ed Richards

Date: March 7, 1997

Re: Reserve Officers

This memo is to request the Commissioners' Court to increase the Sheriff's Department authorized reserve deputies to thirty (30), and to approve our newly developed reserve officer Policies and Procedures.

County Attorney Gene Taylor has reviewed the Policies and has verbally advised that they look okay.

approved 3-18-97
John C. Doerfler

Sincerely,

Ed Richards

Ed Richards, Sheriff
Williamson County, Texas

cc: All Commissioners

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WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

ED RICHARDS, SHERIFF

508 SOUTH ROCK STREET
GEORGETOWN, TEXAS 78626
PHONE (512) 930-3200

(TAYLOR) 352-7462
(LIBERTY HILL) 259-2634
FAX 930-3117

MEMORANDUM

To: Gene Taylor, County Attorney

From: Sheriff Ed Richards

Date: March 6, 1997

Re: Reserve Officers

I plan to go to Commissioners' Court Tuesday March 18, 1997, to request them to authorize an increase in our reserve officers to thirty. At the same time, I plan to present our newly developed reserve officer policies and procedures.

Will you please review these policies to see if you see any problems.

approved 3-18-97
John C. Doerfler

Thanks,

Ed Richards

Ed Richards, Sheriff
Williamson Co., Texas

approved 3-18-97 John C. Doeffler

WILLIAMSON COUNTY
RESERVE OFFICER PROGRAM

I. THE RESERVE OFFICER PROGRAM

A. PURPOSE

Recognizing the necessity, from time to time, for supplementing the Sheriff's Office force under special need, the Williamson County Sheriff's Office has taken action authorizing a special force of Reserve Deputies. It is the intention of the Sheriff's Office that such Reserve Deputies serve in a volunteer capacity.

The Administration desires that reserve officers be regulated in such a manner as to render better service to the County without causing unnecessary liability or difficulty for the Sheriff's Office, the County, or County residents.

B. ORGANIZATION

The official title of the Reserve Unit is the Williamson County Sheriff's Reserve. The reserves are structured to include the position of Reserve Deputy Sheriff. The position of Reserve Coordinator reports to a designated Supervisor or other designee of the Sheriff.

C. MINIMUM STANDARDS

Qualifications for appointment as a Reserve Deputy are based upon the minimum standards of the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) for Reserve Peace Officers. Applicants shall meet and maintain those standards as set by TCLEOSE.

Additionally, applicants for reserve positions can be screened through a selection procedure conducted for applicants for the position of regular officer. Reserves can be appointed as an inactive reserve as deemed necessary by the Sheriff.

D. INITIAL TRAINING

Applicants must hold a minimum of a Reserve Certificate following successful completion of an approved Reserve Officer Training Academy as required by the Texas Commission on Law Enforcement Officers Standards and Education.

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Reserves must also complete the office orientation, which consists of two (2) hours spent with the Reserve Coordinator going over paperwork and departmental policies, prior to reporting for first duty. Reserves are required to furnish their own weapon and may only carry a weapon which is approved by the Sheriff. Prior to carrying a weapon on duty, all reserves must qualify with their duty weapon with a Williamson County Range Officer. Reserves must qualify as often as full-time peace officer with the maximum time between qualifications being one (1) year.

E. APPOINTMENT

Reserve Deputy applicants meeting the minimum standards of background, physical and mental competence, and training are eligible for appointment. Appointment is made in accordance Section I.C. A Reserve Deputy will be given assessments of his/her performance and may be terminated as a Reserve Deputy if the Sheriff believes it would be in the best interest of the Department. This does not preclude the termination of a Reserve Deputy at any time by the Sheriff.

F. RESERVE DEPUTY RESPONSIBILITIES

While on duty, a Reserve Deputy is subject to direction by:

1. Any licensed, full-time peace officers of the Williamson County Sheriff's Office.

2. The written directives of the Williamson County Sheriff's Office. The use of the words "personnel," "officer," or "employee" are considered to included Reserves in applicable directives.

3. The Code of Conduct and Policies and Procedures which all employees of the Williamson County Sheriff's Office must follow.

G. RESERVE GUIDELINES

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1. Reserves work a minimum of twenty (20) hours per month, but this time may be averaged over a three (3) month period. Any exemptions to this policy must be approved, in advance, on an individual basis by the designated Supervisor and/or the Sheriff of the Williamson County Sheriff's Office.

2. When reporting for duty, the Reserve Deputy shall complete a Reserve Duty Sheet and present it to the on-duty Supervisor, who

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will assign the Reserve Deputy a division and a full-time peace officer of the Williamson County Sheriff's Office.

3. A Reserve Deputy can be assigned to work in different divisions of the Williamson County Sheriff's Office. The Reserve Deputy must wear the appropriate uniform of the division to which assigned, in accordance with the Policies and Procedures of the Williamson County Sheriff's Office.

4. A Reserve Deputy is not a member of another emergency response organization if such organization is liable for duty or call in time of local emergency, unless approved in advance by the Sheriff or his designee.

5. A Reserve Deputy for Williamson County Sheriff's Office is not a Reserve Deputy for another law enforcement agency and is not licensed or employed by any other law enforcement agency as a peace officer or corrections officer.

6. A Reserve Deputy shall not drive a county vehicle unless an emergency arises, such as when a full-time peace officer of the Williamson County Sheriff's Office is injured and needs immediate transportation to the hospital.

7. A Reserve Deputy shall purchase their own weapon, ammunition, approved black boots or shoes, approved headgear, and gun belt. Leather and nylon gun belts are acceptable. The Williamson County Sheriff's Office will issue one (1) long sleeve shirt, one (1) short sleeve shirt, one (1)pair of pants, one (1) badge, and one (1) identification card.

   A Reserve Deputy is responsible for cleaning, application of patches, and return of all clothing issued.

8. A Reserve Deputy wishing to work more than the minimum twenty (20) hours per month may do so, provided that the Reserve Deputy completes a Reserve Duty Sheet and presents it to the on-duty supervisor.

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9. While on duty, the Reserve Deputy position is that of an assistant. At no time, will a Reserve Deputy assume the duty of a lead officer. While on duty, the Reserve Deputy will provide whatever assistance is requested by a full-time peace officer of the Williamson County Sheriff's Office.

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10. A Reserve Deputy, riding with a full-time peace officer of the Williamson County Sheriff's Office, will provide a safety factor for the full-time peace officer at such incidents as civil disturbances, traffic stops, and investigations into suspected criminal activities.

II. ROUTINE ACTIVITIES

Routine activities refer to the day-to-day situations encountered by the Williamson County Sheriff's Office. Such activities include incidents such as traffic stops, civil disturbances, theft reports, and similar events.

III. EMERGENCY ACTIVITIES

A. Each Reserve Deputy will be expected to respond within a reasonable length of time to an emergency situation that necessitates additional law enforcement personnel. Each Reserve Deputy will be expected to remain at their assignment for a reasonable length of time.

B. "Reasonable length of time" as used in section II.A. means that such members must be in a position within his/her employment that he/she may respond to a majority of the emergency situations that arise in Williamson County and do so without jeopardizing his/her employment. A Reserve Deputy must be able to spend a minimum of three (3) hours at an emergency assignment without jeopardizing his/her employment.

C. Persons whose usual occupation, professional, or position in the community which would require them to respond to, or participate in, any type of emergency will not qualify for the position of Reserve Deputy. Examples of such occupations, professions, or positions in the community include, but are not limited to:

1. Those who handle emergencies - such as a hospital.
2. Those who are responsible to the City or County government in an emergency.
3. Wrecker owners and operators.
4. Insurance adjusters.

D. All hours spent by the Reserve Deputy in assisting at emergencies will count towards that individual's requirement to log a minimum of twenty (20) hours a month actual Reserve Deputy duty.

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E. While on emergency activity assignment, the Reserve Deputy has the same authority as when assigned to routine activities.

F. During an emergency situation, the Sheriff or his designee reserves the right to make any law enforcement function assignment as he deems necessary to assist or complete the mission.

IV. SCHEDULED AND/OR UNSCHEDULED SPECIAL EVENTS

A. A Reserve Deputy shall serve at scheduled and/or unscheduled special events as assigned.

B. A Reserve Deputy may be given such traffic control assignments as operating barricades or traffic control devices during road closures.

C. A Reserve Deputy may be given special event assignments such as parades, Park Patrol, or crowd control.

D. A Reserve Deputy shall complete all necessary written reports as requested by a superior officer or as the result of an arrest or due to any incident involving the action by that Reserve Deputy. The requirements for a written report is necessary regardless of what type of duty the Reserve Deputy was assigned, routine activities, emergency situations, or scheduled and/or unscheduled special events.

E. A Reserve Deputy shall appear in court when necessary and called as a witness.

F. Every attempt shall be made to have the full-time officer make the arrest and write reports in order to keep report writing and court time at a minimum for the Reserve Deputy.

G. All hours spent by the Reserve Deputy in approved scheduled peace officer training, assisting in routine or emergency activities, participating at scheduled and/or unscheduled special events, or for assigned court appearance shall count as credit toward the required twenty (20) hours per month volunteer time.

V. CONDUCT

All reserve officers will be guided by the Law Enforcement Code of Ethics and subject to the Williamson County Sheriff's Office Policy and Procedures Manual and Personnel Policy Manual.

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VI. LIMITATIONS OF RESERVE PEACE OFFICER AUTHORITY

A. A Reserve Deputy, while on an assignment with the Williamson County Sheriff's Office, shall have all the authority of Reserve Peace Officers granted by the Constitution of the United States, the Texas Code of Criminal Procedures, and the Texas Penal Code.

B. No Reserve Deputy will exercise any authority as a peace officer when such individual is not on a specific assignment with the Williamson County Sheriff's Office.

C. Authority of a Reserve Deputy as a peace officer begins upon reporting to the duty supervisor and ends at the completion of the assignment issued by such duty supervisor.

D. A Reserve Deputy will not equip their personal vehicle with any emergency vehicle equipment unless approved by the Sheriff or his designee.

E. Personal vehicles will not be used to go directly to any incident without the approval of the Reserve Unit Sergeant or duty supervisor.

F. Personal vehicles will not be used to apprehend traffic law violators.

G. For the purpose of this entire policy, the word "assignment" is defined to be those activities of a Reserve Deputy as set forth in this policy when such Reserve Deputy has properly notified the duty supervisor or the Reserve Unit Sergeant of their intention to report to the Williamson County Sheriff's Office.

VI. REPORTING TO WORK

A. A Reserve Deputy will notify the duty supervisor or the Reserve Unit Sergeant each and every time they report to duty.

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B. A Reserve Deputy will contact the duty supervisor, the Reserve Unit Sergeant, or a designated person acting in his absence when reporting to duty. The duty supervisor, Reserve Unit Sergeant, or the designated person acting in his absence will make the assignments as he deems necessary.

C. A Reserve Deputy will report to duty in full uniform unless otherwise instructed by the Reserve Unit Sergeant or duty supervisor.

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VII. COMPENSATION

A Reserve Deputy for the Williamson County Sheriff's Office will not receive any compensation for his/her volunteer service to the Williamson County Sheriff's Office.

A Reserve Deputy may not work any extra off-duty assignments made available to Williamson County Sheriff's Office full-time peace officers for compensation.

VIII. INSURANCE

A Reserve Deputy will be covered under Texas Worker's Compensation Insurance **only** while on duty as a Reserve Deputy with the Williamson County Sheriff's Office.

No other insurance benefits provided to Williamson County employees will be given to a Reserve Deputy.

IX. DISMISSAL

A. A Reserve Deputy may be dismissed from the Reserve Program for violations of the Williamson County Sheriff's Office Policy and Procedures Manual or the Williamson County Sheriff's Office Code of Conduct.

B. A Reserve Deputy may be dismissed upon the failure to work the minimum twenty (20) hours a month if such failure occurs three (3) months in succession. Members will be excused from the minimum twenty (20) hours requirement under such conditions as prolonged sickness of the member or the member's family, annual vacations, or other similar situations as approved by the Reserve Unit Sergeant.

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C. The Sheriff reserves the right to suspend or dismiss any Reserve Deputy who violates any policy of the Williamson County Sheriff's Office Policy and Procedures Manual or who, in the opinion of the Sheriff, causes or contributes to the disruption of general order and efficiency of the Williamson County Sheriff's Office.

D. The dismissal order by the Sheriff is final and the Reserve Deputy has no right to an appeal process.

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X. GENERAL INFORMATION

The rules and regulations contained herein cannot possibly cover all incidents or situations that arise with a new program. Therefore, the right to add to or delete from this policy remains at the discretion of the Sheriff of Williamson County.

XI. FALSE REPRESENTATION

It is a misdemeanor, punishable by a fine not exceeding Five Hundred Dollars ($500.00), for any person to wear, carry, or display a Williamson County Sheriff's Office Reserve Deputy identification card or otherwise deceitfully represent himself/herself to be connected with the Williamson County Sheriff's Office unless he/she is in fact a member thereof in good standing.

AGENDA ITEM # 30 March 18, 1997 *

Consider designating Benefits Administrator Lisa Zirkle as ADA Coordinator for Williamson County.

Moved: Commissioner Boatright
Seconded: Commissioner Hays
Motion: To designate Benefits Administrator Lisa Zirkle as ADA Coordinator for Williamson County.
Vote: Motion carried 5 - 0

AGENDA ITEM # 31 March 18, 1997 *

Consider approving transfer of the following fixed asset from County Auditor to Justice of the Peace #3:

(1) Wood Laminate Desk	A108380/A106888
(1) Left hand return	A106889

Moved: Commissioner Boatright
Seconded: Commissioner Hays
Motion: To approve transfer of the following fixed asset from County Auditor to Justice of the Peace #3:

(1) Wood Laminate Desk	A108380/A106888
(1) Left hand return	A106889

Vote: Motion carried 5 - 0

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