

AGENDA ITEM # 33September 8, 1998

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Consider approving resolution supporting left-turn lane at the intersection of US 183 and Signal Hill Lane.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve resolution supporting left-turn lane at the intersection of US 183 and Signal Hill Lane.

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

STATE OF TEXAS

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THE COMMISSIONERS COURT OF

\*

COUNTY OF WILLIAMSON

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WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT ON THIS, the 8th day of September, 1998, the Commissioners Court of Williamson County, Texas, met in a duly called session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge, Presiding  
 Mike Heiligenstein, Commissioner, Pct. #1  
 Greg Boatright, Commissioner, Pct. #2  
 David Hays, Commissioner, Pct. #3  
 Jerry Mehevec, Commissioner, Pct. #4  
 Nancy Rister, County Clerk

and at said meeting, among other business, the Court considered the following:

**R E S O L U T I O N**

WHEREAS, traffic volume has increased substantially not only on US Highway 183 urban areas but also on US Highway 183 rural areas, specifically between the City of Leander and Seward Junction; and

WHEREAS, the speed limit has been increased in this particular area; and

WHEREAS, the intersection of Signal Hill Lane and US Highway 183 is a 4-lane roadway and offers no protection of a left-hand turn lane; and

WHEREAS, there have been numerous accidents involving rear end collisions due to the volume of traffic turning left onto Signal Hill Lane; and

WHEREAS, the Texas Department of Transportation currently has sufficient right-of-way to accommodate a left-hand turn lane;

NOW, THEREFORE, BE IT RESOLVED THAT THE Commissioners Court of Williamson County strongly supports a left-hand turn lane at the intersection of US Highway 183 and Signal Hill Lane and offers any assistance within our power to expedite this project.

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ATTEST:

*Nancy E. Rister*  
 Nancy Rister, County Clerk

*John C. Doerfler 9-8-98*  
 John C. Doerfler,  
 County Judge

AGENDA ITEM # 34September 8, 1998

\*

Discuss and take appropriate action on reimbursement for dozer rental and work on waterway on county farmland.

Commissioner Mehevec discussed 1997 approval for Unified Road and Bridge Department to clear waterway on county farmland being rented by John Noreen. Due to rain and later Mr. Noreen having planted his crops the clearing had not been accomplished.

Mr. Noreen rented a dozer for other work and checked with Commissioner Mehevec and Judge Doerfler about clearing the waterway before the rented dozer needed to be returned. He worked 18 hours and requested \$700.00 reimbursement which he would deduct from his rental payments.

Mr. Noreen requested one and one-half (1 1/2) hours motor grader work by Unified Road and Bridge Department to smooth out his dozer work.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To approve \$700.00 dozer rental reimbursement to John Noreen which he can deduct from his rental payments.

Vote: Motion carried 5 - 0

< Clerk copy here >

AGENDA ITEM # 35September 8, 1998

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Consider approving agreement with Temple College and Williamson County EMS for student instruction.

John Sneed reviewed the previous contract with Scott and White Hospital allowing students to ride in ambulances under the educational program. Scott and White Hospital has now joined Temple College where most of the classes will be taught in the Taylor location.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve agreement with Temple College and Williamson County EMS for student instruction.

Vote: Motion carried 5 - 0

< Clerk copy here >

**Memorandum of Affiliation  
Between  
Temple College, Temple, Texas  
And  
Williamson County EMS, Georgetown, Texas**

It is mutually agreed by Temple College (herein known as the College) and Williamson County EMS (herein known as the Facility) that educational experiences will be provided by Williamson County EMS, for students in the following programs:

**Associate in Applied Science Emergency Medical Services Technology  
Certificate of Completion: Paramedic  
Certificate of Completion: EMT – Intermediate  
Certificate of Completion: EMT – Basic**

The faculty of Temple College will assume overall responsibility with coordination from Williamson County EMS staff for the assignment of students. There will be coordinated planning by the Facility with College faculty members for these assignments with published clinical rotation schedules provided to the Facility. While in/with the Facility students will be subject to the policies, rules and regulations of Williamson County EMS.

The Facility will retain full responsibility for the care of patients. The Facility will ensure that students are supervised by faculty approved by the College and will oversee student activities while present in/with the Facility. The Facility will also maintain administrative and professional authority over students insofar as their presence affects the operation of the facility and/or the direct and indirect care of patients.

Students will receive an orientation to the Facility. Facility staff and College faculty members will evaluate the students' performance in mutual consultation and according to the guidelines outlined in the approved curriculum.

Williamson County EMS and Temple College comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title II of the Older Americans Amendments of 1975, the Americans with Disabilities Act of 1993, and all related regulations, and assures that it does not and will not discriminate against any employee or applicant for employment, registration or in the course of study because of race, color, sex, national origin, handicap or age.

Nothing in the agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this agreement and any applicable State or

Federal law, that State or Federal law will supersede the terms of the agreement. In the event of conflict between State or Federal laws, Federal laws will govern.

The College shall maintain in effect at all times professional liability insurance in the amounts of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and shall provide to the Facility at least annually a certificate of insurance that verifies such coverage is in effect.

The Facility may immediately dismiss from the clinical sites student(s) who do not follow the policies, rules and regulations of the Facility. Prompt notification will be made to the Chairman of the Department of EMS Technology at Temple College should such an instance occur.

Neither the faculty nor students shall be considered employees, agents, partners, or servants of the Facility.

The students are to have adequate health insurance or be responsible for their own expenses in case of injury, illness or hospitalization.

All title to fiscal records, patient charts, and patient records shall remain the sole property of the Facility.

The College shall ensure that its students, faculty, and employees maintain the confidentiality of all information about the Facility's patients, including information about the identity, diagnosis, evaluation, or treatment of such patients as required by applicable state and federal laws and the Facility's bylaws, rules and regulations.

The Facility shall not be liable on account of injury, sickness, disease, or death of any student, personnel or faculty member using the resources of the Facility under the terms of this agreement. Further, the College agrees, only insofar as it is authorized by law to do so, to hold the Facility harmless from and against any liability for personal injury, including injury involving death, or damage to property, that results directly or indirectly from the use by the College of Facility resources, and to provide appropriate legal counsel to preclude the Facility from bearing any expense in defending any claim or claims that may arise out of the use of said Facility as it is authorized by law to do so.

The parties further agree as follows:

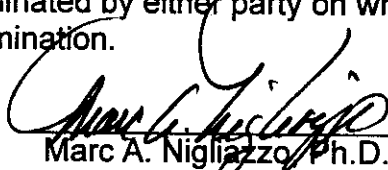
- A) The College agrees to indemnify and hold harmless, to the extent authorized by state law, the Facility, its shareholders, officers, and employees from and against any claim, loss, damage, cost, expense, including attorney's fees, or liability arising out of or related to the performance or non-performance by the College, its shareholders, officers, and employees of any services to be performed or provided by the College under this agreement.

- B) The Facility agrees to indemnify and hold harmless, to the extent authorized by state law, the College, its shareholder, officers, and employees from and against any claim, loss, damage, cost, expense, including attorneys' fees, or liability arising out of or related to the performance of non-performance by Facility, its shareholder, officers, and employees of any services to be performed or provided by the Facility under this agreement.

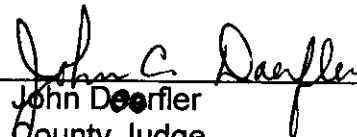
No amendments, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.

The Memorandum of Affiliation may be terminated by either party on written notice given 30 days in advance of said termination.

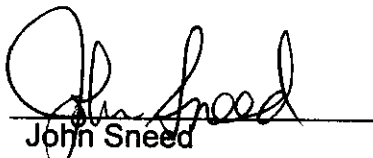
Date Signed: 8/26/98

  
Marc A. Niglaizzo Ph.D.  
President  
Temple College

Date Signed: 9-8-98

  
John C. Daerfler  
County Judge  
Williamson County, TX

Date Signed: 8-31-98

  
John Sneed  
Director  
Williamson County EMS

**AGENDA ITEM # 36****September 8, 1998**

\*

Consider approving interlocal agreement with City of Taylor for remaining funds from bond issue (\$95,000.00) which were dedicated to study of a route for future northeast loop around City of Taylor.

The study would be used for an alignment of the future northeast loop around the city.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve interlocal agreement with City of Taylor for remaining funds from bond issue (\$95,000.00) to be dedicated to study of alignment of a route for future northeast loop around City of Taylor.

Vote: Motion carried 5 - 0

< Clerk copy here >

### **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the City of Taylor, a home rule city and a political subdivision of the State of Texas ("City") and Williamson County, Texas ("County").

#### **RECITALS**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, it is mutually advantageous for both the City and County to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

#### **PURPOSE**

The purpose of this Agreement is to establish guidelines for the transfer of all remaining funds by the County to the City from that portion of voter approved general obligation bonds dedicated to studying a route for a future northeast loop around the City of Taylor, Texas.

#### **OBLIGATIONS OF THE COUNTY**

The County agrees to transfer \$95,000.00 ("Funds") to the City which amount represents the funds remaining from voter approved

general obligation bonds dedicated to studying a route for a future northeast loop around the City.

#### **OBLIGATIONS OF THE CITY**

The City agrees to use the Funds solely for the purpose of obtaining contractors to conduct route studies for the future northeast loop and for preparation of the appropriate reports.

The City further agrees to provide to the County a complete accounting of the utilization of the Funds at the conclusion of the route study and will provide interim reports as requested by the County.

#### **NOTICE**

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 and addressed to the party at the address set forth opposite the signature of the party.

#### **GOVERNING LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and venue for any action shall lie within Williamson County, Texas, and this Agreement shall be performable in Williamson County, Texas.

#### **COVENANT TO EXECUTE ADDITIONAL INSTRUMENTS**

The parties hereto agree to execute and deliver any instruments in writing necessary to carry out any agreement, term or condition within this Agreement whenever needed.

**SEVERABILITY**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

**BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the executing parties and their respective successors and assigns.

**AMENDMENT**

This Agreement may be amended by mutual written agreement of the parties.

**AUTHORIZATION**

By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assumes all obligations that have been granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective party.

**BREACH**

In the event either party breaches any of the terms and conditions of this Agreement, then the non-breaching party shall give written notice to the breaching party, who shall have thirty (30) days from receipt of the notice to cure such breach. If the



breaching party fails to cure the breach within thirty (30) days or such time period as may be extended by the non-breaching party, then the non-breaching party shall have the right to enforce this Agreement and to any other remedies provided to the non-breaching party as to law and equity. The non-breaching party shall be entitled to recover costs associated with enforcing this Agreement including, without limitation, recovery of attorney's fees.

#### NONAPPROPRIATIONS

Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party in compliance with the Local Government Code Section 271.903.

IT WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed in multiple counterparts (each of which is to be deemed an original for all purposes) by the parties hereto on the respective dates appearing below each party's signature.

DATED this the 25 day of August, 1998.

CITY OF TAYLOR

WILLIAMSON COUNTY

Donald R. Hill  
By: Donald R. Hill  
Its: Chairman  
Board of Commissioners

By:  
By:

8<sup>th</sup> APPROVED by the Williamson County Commissioners' Court on the day of ~~August~~, 1998.  
September, 1998

John C. Doerfler 9-8-98  
John C. Doerfler, County Judge  
Williamson County

**AGENDA ITEM # 37****September 8, 1998**

\*

**Consider approving resolution for leasing of survey 1 Sutton County land to Robert Mittel.****Moved: Judge Doerfler****Seconded: Commissioner Boatright****Motion: To approve resolution for awarding lease of Survey 1 Sutton County land to high bidder Robert Mittel.****Vote: Motion carried 5 - 0**

&lt; Clerk copy here &gt;

**\*\*\* See copy of lease recorded in Volume 100, page 565 of the Commissioners Court records of Williamson County, Texas.*****BE IT RESOLVED THAT ON THIS, the 8th day of September, 1998, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:***

***John C. Doerfler, County Judge  
Mike Heiligenstein, Commissioner, Pct. #1  
Greg Boatright, Commissioner, Pct. #2  
David Hays, Commissioner, Pct. #3  
Jerry Mehevec, Commissioner, Pct. #4  
Nancy Rister, County Clerk***

***and at said meeting, among other business, the Court considered the following*****ORDER*****WHEREAS, The Commissioners Court of Williamson County does own property in Sutton County, Texas; and******WHEREAS, The Court does lease out this land for agricultural purposes; and******WHEREAS, The Court did properly advertise for bid the tract of land known as survey 1; and******WHEREAS, On July 21, 1998 the Commissioners Court accepted the bid from Mr. Robert Mittel on this land; Now******Therefore, be it so ordered that the Commissioners Court of Williamson County, Texas does hereby accept the bid for lease on survey 1 in Sutton County, Texas which was submitted by Mr. Robert Mittel.***

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***So ordered this 8th day of September, 1998.***

  
John C. Doerfler, County Judge

***Attest:***

  
Nancy Rister, County Clerk

**AGENDA ITEM # 38**

**September 8, 1998**

**\***

Consider adopting order prohibiting the discharge of a firearm or the use of archery equipment in a subdivision with lots of ten (10) acres or less in an unincorporated area of a county.

A couple residing in Precinct #4 discussed neighbors discharging firearms in their area and presented signed petitions favoring such an order.

The State of Texas prohibits discharging of firearms or use of archery equipment in a legally platted subdivision containing lots of 10 acres or less. The state **does not** have provisions for such control in unrecorded subdivisions located in unincorporated areas of the county.

Moved: Commissioner Mehevec

Motion: To approve the resolution restricting discharge of firearms and the use of archery equipment in unplatted subdivisions of ten (10) acres or less.

Motion died for lack of a second.

No action was taken on this agenda item.

< Clerk copy here >

**Petition Rationale**

It is a well known fact that projectiles shot from guns and arrows launched from modern bows and cross bows carry many hundreds of feet beyond the intended targets that are usually associated with the use of these weapons.

It is well known that the population of Williamson county had grown dramatically in the last several years with a large percentage of this increasing population living in the unincorporated areas of Williamson county.

It is well known that many of the large parcels of land in the unincorporated areas of Williamson county have been divided up into small acreage subdivisions to make room for this increasing population.

In these areas of small acreage, it is difficult if not impossible to safely discharge a weapon in any direction that does not include a neighbors home or livestock, or a public or private road. In most cases, these homes and roads are out of the immediate sight of the individual discharging the weapon. It is impossible for the individual to know, with certainty, that his, or her, direction of fire will not endanger neighbors or unknowing passersby.

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Given the above considerations, it is not a matter of 'if' there will be a tragic shooting related accident in Williamson county but 'when'.

The most sensible course of action to prevent these accidents is to limit the number of situations that lead to these accidents.

The only truly effective and enforceable solution to limit the number of situations is to institute a 'land use' restriction. By prohibiting the discharge of weapons on small acreage, the areas with the most potential for accidents will be eliminated.

# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name Joe E Canady  
Street Address 200 Stubbfield Lane  
City Liberty Hill, Texas  
Zip Code 78642

Name Dina Faye Canady  
Street Address 200 Stubbfield Lane  
City Liberty Hill Texas  
Zip Code 78642

Name Barbara Cope  
Street Address 250 Old 280  
City Leander Tx  
Zip Code 78641

Name Larry Cope  
Street Address 250 Old 280  
City Leander Tx  
Zip Code 78641

# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name  
Street Address  
City  
Zip Code

Margaret J. Beckett  
500 Co Rd 281  
Liberty Hill, Texas  
78642

Name  
Street Address  
City  
Zip Code

Bruce A. Beckett  
550 Co Rd 281  
Liberty Hill TX  
78642

(512) 908-9028  
Pager

Name  
Street Address  
City  
Zip Code

Tommy Puffitt  
Box 440  
Liberty Hill, TX  
78642

Name  
Street Address  
City  
Zip Code

Mona Mose  
2201 Co Rd 281  
Leander TX  
78641

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# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name Jim Ricketts  
Street Address 200 Ridgeline  
City Leander, Texas  
Zip Code 78641

Name Freddie Reed  
Street Address P.O. Box 192  
City Liberty Hill  
Zip Code 78642

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
Zip Code \_\_\_\_\_

Name Elizabeth Ricketts  
Street Address 200 Ridgeline  
City Leander, Tex  
Zip Code 78641

## Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

### Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name Charles M. A.  
Street Address 666 Twin Cedars Rd.  
City Leander  
Zip Code 78641

Name Sandra Ross  
Street Address P.O. Box 302  
City Liberty Hill, TX  
Zip Code 78642

Name Moissa M. McCarter  
Street Address 20109 N Shepherd Ranch Rd.  
City Georgetown, TX  
Zip Code 78628

Name Anna Culp  
Street Address P.O. Box 304  
City Liberty Hill TX  
Zip Code 78642

# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name Jenna D. Hensley  
Street Address P.O. Box 128  
City Liberty Hill, Texas  
Zip Code 78642

Name George H. Henry  
Street Address 9220 Ranch Road 1869  
City Liberty Hill, Texas  
Zip Code 78642

Name Jane Henry  
Street Address 9220 RR 1869  
City Liberty Hill TX  
Zip Code 78642

Name William E. Cummings Jr  
Street Address 160 PORTER LANE  
City LIBERTY HILL  
Zip Code 78642



# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name Lenora L Mc Cray  
 Street Address 2250 Co Rd 281  
 City Leander, Tx 78641  
 Zip Code 78641

Name Evelyn O. H aydon  
 Street Address P. O. box 43  
 City Liberty Hill, Tx 78642  
 Zip Code Co. Rd 2822 - 1751

Name Janet Hinde Jr  
 Street Address 1781 Co. Rd 282  
 City Liberty Hill, Texas  
 Zip Code 78642

Name Mildred Hicks  
 Street Address 1781 CR 282  
 City Liberty Hill, Tx  
 Zip Code 78642

# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

I petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Name Kay E. Clarke  
Street Address 130 Porter Lane  
City Liberty Hill, TX  
Zip Code 78642

Name James J. Clarke  
Street Address 130 PORTER LANE  
City LIBERTY HILL, TX  
Zip Code 78642

Name \_\_\_\_\_  
Street Address 1501 LAWNMONT DR # 324  
City Round Rock, TX  
Zip Code 78664

Name Glenn M. Williams  
Street Address 1400 W. PARK DR  
City CEAR PARK  
Zip Code 78613

# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name Christina Ellinger  
 Street Address 1723 Nightshade  
 City Leander  
 Zip Code 78641

Name Angela J. Mathias  
 Street Address 516 Russett Valley  
 City Cedar PK TX  
 Zip Code 78613

Name Thomas M. Mathias  
 Street Address 516 Russett Valley  
 City Cedar PK TX  
 Zip Code 78613

Name Robin Mosher  
 Street Address 1723 Nightshade  
 City Leander  
 Zip Code 78641

# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

I petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Name CASSAUNDA G. REDMAN FIACCO  
Street Address 1017 BLUE OAK CIRCLE  
City CEDAR PARK  
Zip Code 78613

Name Joe Siano  
Street Address 617 Blue Oak Circle  
City Cedar Park  
Zip Code 78613

Name Pauline V. Hammett  
Street Address 666 Twin Cedar  
City Leander, Texas  
Zip Code 78641

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
Zip Code \_\_\_\_\_

# Petition to Ban the Discharge of Firearms on Land Parcels of 11 Acres or Less in the Unincorporated Areas of Williamson County.

## Petition statement

We petition the county commissioners to pass an ordinance banning the discharge of firearms and the discharge of arrows from bows and bow guns on land parcels of 11 acres or less in the Unincorporated areas of Williamson County.

Signed:

Name

Street Address

City

Zip Code

John B Reed  
1700 CR 281  
Liberty Hill  
78642

Name

Street Address

City

Zip Code

Johnnie D Reed  
P.O. Box 1732  
Cedar Park, TX.  
78630

Name

Street Address

City

Zip Code

Name

Street Address

City

Zip Code

AGENDA ITEM # 39September 8, 1998

\*

Consider approving a resolution establishing rules and regulations regarding the use of excessive force.

Judge Doerfler advised this resolution is necessary to comply with grant requirements.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve resolution establishing rules and regulations regarding the use of excessive force.

Vote: Motion carried 5 - 0

< Clerk copy here >

SEP 21 1998 14:30

P.01

Resolution No

### EXCESSIVE FORCE RESOLUTION

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstration, and providing penalties for violations hereof: In the following County of Williamson, State of Texas, as follows:

#### ARTICLE I

Section 1: The County hereby adopts and will enforce this policy prohibiting the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in nonviolent civil rights demonstrations. The County also prohibits the physical barring of any entrance or exit of such a facility and will enforce all applicable state laws regarding same.

#### ARTICLE II

Section 1: Any person found to be violating any provisions of this resolution shall be served by the County with written notice stating the nature of the violation.

Section 2: Any person guilty of this violation shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount not exceeding one hundred dollars (\$100.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

Section 3: Any person violating any of the provisions of this resolution shall become liable to the County for any expense, loss, or damage occasioned the County by reason of such violation.

#### ARTICLE III

Passed and adopted by the Commissioners Court, Williamson County, State of Texas, on the 8<sup>TH</sup> day of September 1998.

Judge

*John G. Doerfler*

Attest:

*Dan E. Rister*  
County Clerk

AGENDA ITEM # 40

September 8, 1998

\*

Consider approving sale of the following fixed assets from Juvenile Services at next auction:

- (1) SR 3000 telephone serial #6060004107
- (1) Spectra telephone FP202A
- (4) Unity telephones
  
- (1) Delphi telephone TX60030 5
- (1) Brother intello fax 640 M47191290
- (1) APC UPS Battery Back-up W920926009
- (1) Keyboard A106269 serial #16896122
- (1) Keyboard IBM 3241618
- (3) Bell South Answering Machines
- (1) Electric Stapler, Stanley Bostitch 103562

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve sale of the following fixed assets from Juvenile Services at next auction:

- (1) SR 3000 telephone serial #6060004107
- (1) Spectra telephone FP202A
- (4) Unity telephones
- (1) Delphi telephone TX60030 5
- (1) Brother intello fax 640 M47191290
- (1) APC UPS Battery Back-up W920926009
- (1) Keyboard A106269 serial #16896122
- (1) Keyboard IBM 3241618
- (3) Bell South Answering Machines
- (1) Electric Stapler, Stanley Bostitch 103562

Vote: Motion carried 5 - 0

< Clerk copy here >

## CHANGE OF FIXED ASSET STATUS

DATE 8-13-98

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
(does not work) 1	SR 3000 Telephone	Stars	6060004107
(does work) 1	Spectra phone	FP202A	?
(does not work) 4	Unity Phones	?	?
(does not work) 1	Delphi Phone	612 Series 8	T460030 5
(works some of the time) 1	Brother Intelli FAX 640		M47191290
(does not work) 1	APC-UPS Battery Back-Up	900	W920926009

FROM (Transferor): \_\_\_\_\_

TO (Transferee): \_\_\_\_\_

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

[Signature]  
Transferor - Elected Official/Department Head

\_\_\_\_\_  
Transferee - Elected Official/Department Head

approved 9-8-98  
John A. Daugherty

[Signature]



## CHANGE OF FIXED ASSET STATUS

DATE 8-13-98

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	A106269 Keyboard	AST KB101	16896122
1	(No Tag) Keyboard	IBM M	3241618
3	Bell South Answering Machine		
1	Electric Stapler	Stanley Bostitch	103562

FROM (Transferor):

TO (Transferee):

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

[Signature]  
Transferor - Elected Official/Department Head

approved 9-8-98  
John C. Daefler

[Signature]  
Transferee - Elected Official/Department Head

AGENDA ITEM # 41September 8, 1998

\*

Consider approving sale of the following fixed assets from Jail at next auction:

- (1) Weed Eater-Green Machine 1260-21110
- (1) Echo SRM 2501 weed eater 122814
- (1) Echo SRM 2501 weed eater 122812
- (1) Weed Eater 1J109H784
- (1) Snapper/Commercial weed eater 054303246
- (1) Weed Eater 530-400130
- (1) Echo weed eater - no motor
- (1) Echo 2501 weed eater 111111
- (1) Echo 2501 weed eater 122783

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve sale of the following fixed assets from Jail at next auction:

- (1) Weed Eater-Green Machine 1260-21110
- (1) Echo SRM 2501 weed eater 122814
- (1) Echo SRM 2501 weed eater 122812
- (1) Weed Eater 1J109H784
- (1) Snapper/Commercial weed eater 054303246
- (1) Weed Eater 530-400130
- (1) Echo weed eater - no motor
- (1) Echo 2501 weed eater 111111
- (1) Echo 2501 weed eater 122783

Motion carried 5 - 0

< Clerk copy here >

## CHANGE OF FIXED ASSET STATUS

DATE: 08-12-98

THE FOLLOWING FIXED ASSET IS TO BE: (CIRCLE ONE)

TRANSFERRED

SOLD

DISPOSAL*next auction*

## FIXED ASSET

Quantity	Description	Model	Serial#
<u>1</u>	<u>Green Machine - weed eater</u>		<u>1260-21110</u>
<u>1</u>	<u>Echo SRM 2501 - weed eater</u>		<u>122814</u>
<u>1</u>	<u>Echo SRM 2501 - weed eater</u>		<u>122812</u>
<u>1</u>	<u>Weed Eater - weed eater</u>		<u>1J109H784</u>
<u>1</u>	<u>Snapper/Commercial - weed eater</u>		<u>054303246</u>
<u>1</u>	<u>Weed Eater - weed eater</u>		<u>530-400130</u>
<u>1</u>	<u>Echo - weed eater</u>		<u>No motor</u>
<u>1</u>	<u>Echo 2501 - weed eater</u>		<u>111111</u>
<u>1</u>	<u>Echo 2501 - weed eater</u>		<u>122783</u>

From (Transferor): Sgt. Charles Maxey *Charles Maxey*To (Transferee): Auditor's Office

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

*Capt Robert J. Webster*  
Transferor Elected Official / Department Head

*approved 9-8-98*  
*John C. Daugherty*  
*[Signature]*

\_\_\_\_\_  
Transferee Elected Official / Department Head

AGENDA ITEM # 42

September 8, 1998

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Consider approving sale of the following fixed asset from Tax Office at next auction:

(1) IBM Selectric III Typewriter A104506

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve sale of 1 IBM Selectric III Typewriter A104506 from Tax Office at next auction.

Motion carried 5 - 0

< Clerk copy here >

### CHANGE OF FIXED ASSET STATUS

DATE Sept. 19, 1998

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

at Next Auction.

DISPOSED

### FIXED ASSET

Quantity	Description	Model	Serial #
1	IBM Selectric III Typewriter		A104506

FROM (Transferor): 499 - TAX OFFICE ROUND ROCK

TO (Transferee): \_\_\_\_\_

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

Alborak M. Hunt  
Transferor - Elected Official/Department Head

\_\_\_\_\_  
Transferee - Elected Official/Department Head

approved 9-8-98  
John C. Doerfler  
R ✓

## AGENDA ITEM # 43

September 8, 1998

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Consider approving transfer of the following fixed asset from Sheriff's Department to Constable Precinct #4.

(1) 1994 Ford Crown Victoria 2FALP71W4RX205538

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve transfer of the following fixed asset from Sheriff's Department to Constable Precinct #4:

(1) 1994 Ford Crown Victoria 2FALP71W4RX205538

Motion carried 5 - 0

< Clerk copy here >

## CHANGE OF FIXED ASSET STATUS

DATE August 26, 1998

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

<u>Quantity</u>	<u>Description</u>	<u>Model</u>	<u>Serial #</u>
<u>1</u>	<u>1994 Ford</u>	<u>Crown Victoria</u>	<u>2FALP71W4RX205538</u>

FROM (Transferor): Williamson County Sheriff's Department (Patrol)

TO (Transferee): Constable Precinct #4

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

Sheriff Ed Richards by Chief Paul [Signature]  
Transferor - Elected Official/Department Head

MSD Paul 5400  
Transferee - Elected Official/Department Head

approved 9-8-98  
John C. Doerfler

PC ✓