

AGENDA ITEM # 11January 27, 1998\*Consider approving updates for County policy manual.

John Willingham addressed the court on update for the Williamson County policy manual.

Moved: Commissioner Mehevec

Seconded:

Motion: To adopt personnel policy and include the four lines that are marked out in Chapter III, Section 12: Conflict of Interest and make that part of the personnel policy.

Motion died for lack of second.

Moved: Commissioner Mehevec

Seconded: Commissioner Heiligenstein

Motion: To approve Human Resources Director John Willingham consulting with the ethics commission and put agenda item back on February 17, 1998 (3 weeks) agenda and adopt policy as one document.

Vote: Motion carried 5 - 0

AGENDA ITEM # 12January 27, 1998\*Discuss and take appropriate action regarding lease agreement with Cedar Park Chamber of Commerce in new annex.

Commissioner Boatright addressed the court regarding the lease agreement with Cedar Park Chamber of Commerce in the new annex.

Agenda item tabled until February 3, 1998.

AGENDA ITEM # 13January 27, 1998\*Consider approving agreement with YMCA for County Park.

Wade Todd addressed the court on the agreement with YMCA for the County Park and has met with the Parks & Wildlife Department to secure their input and make sure that the YMCA met the definition of being a public park.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve agreement with YMCA for County Park.

Vote: Motion carried 5 - 0

< Clerk copy here >

Mr. Wade Todd, President  
YMCA of Greater Williamson County  
1812 North Mays  
P.O. Box 819  
Round Rock, Texas 78680

Dear Mr. Todd:

I have reviewed the proposed agreement whereby the YMCA of Greater Williamson County would assume management responsibility for the 50 acre county park leased from this department. The agreement appears to conform to the condition that the property be used as parkland. I would only offer three cautions:

1. The reversion clause in the Transfer of Jurisdiction is to the Texas Department of Transportation, who would ultimately define "parkland".
2. The park should remain available to the general public under some reasonable use guidelines or fees.
3. Any improvements or development that results in habitat, water or soil disturbance, should be in compliance with all federal and state permits and laws.

Thank you for the opportunity to review and comment on this proposed management agreement and good luck.

Sincerely,

Mike Herring, Director  
Land Conservation Program

**PARK MANAGEMENT AND OPERATION  
AGREEMENT**

This PARK MANAGEMENT AND OPERATION AGREEMENT (this "Agreement") is entered into this 27th day of January, 1998, to be effective as of October 1, 1997, by and between WILLIAMSON COUNTY, a duly formed county governmental jurisdiction within the State of Texas (the "County") 710 Main Street, Georgetown, Texas 78626 and the YMCA OF GREATER WILLIAMSON COUNTY (the "YMCA") 1812 North Mays, Round Rock, Texas 78664.

WHEREAS, the County currently leases a certain 50 acre parcel of land as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property") from the Texas Parks and Wildlife Department under the terms of a certain Lease Agreement dated effective February 1, 1994 whereby the County holds the Property as parkland and must cause the Property to continue to be maintained and operated as parkland (the "County Lease");

WHEREAS, while the County is desirous to provide park facilities for its citizens, the County does not operate or fund a County Parks Department to insure that any parkland facilities, including the Property, can be adequately operated and maintained;

WHEREAS, the County and the YMCA have previously entered into an Agreement dated as of October 1, 1996 whereby the YWCA operated the Property as parkland on behalf of the County for a term ending as of September 30, 1997 under the terms and conditions of said Agreement;

WHEREAS, the County and the YMCA now desire to enter into this Agreement whereby the YMCA will operate and manage the Property on behalf of the County.

NOW THEREFORE, in consideration of the above premises as well as the mutual benefits to each of the parties hereto, the County and the YMCA hereby agree to the following:

A. **Term and Use.** The YMCA shall, from the effective date hereof until the termination of the County Lease (unless otherwise sooner terminated under the terms hereof), manage and operate the Property as parkland on behalf of the County. The County Lease provides that the initial lease term shall be fifty (50) years from the date of the County Lease, with the County having the right to renew and extend the County Lease for an additional fifty (50) year term. The YMCA shall have the right hereunder to compel the County to exercise said renewal and extension of the County Lease by written notice delivered to the County at least ninety (90) days prior to termination of the original term.

The YMCA shall operate the Property as a limited access park whereby the park and its facilities may be reserved for use primarily by youth groups and organizations within the County for the furtherance of such groups' and organizations' efforts to promote the education, health and well being of the County's youth. Such use shall include the operation by the YMCA of its summer youth program as well as other programs the YMCA may develop in connection with the utilization of the Property. The Property shall also be made available to other County youth groups, and the YMCA shall make every reasonable effort to accommodate such additional groups.

**B. YMCA Duties.** The YMCA shall provide the following in connection with the management and operation of the Property: --

1. Develop and revise as necessary a fee schedule for use of the Property and collect said fees on a timely basis. In addition, provide, coordinate and operate a reservations system for the use of the Property.
2. Designate all open use and restricted use areas within the Property. In addition, work with the County and any consultants retained by the County in connection with development of a long-term comprehensive plan for the Property and its continued use as parkland.
3. Establish the park schedule and control access to the park based on such schedule.
4. Negotiate and administer operating contracts related to grounds maintenance, litter control and restroom maintenance on an ongoing basis.
5. Maintain public liability insurance for the Property and the conduct of the YMCA's programs on the Property, naming the County as an additional insured, in the amounts reasonably agreed to by the YMCA and the County from time to time.
6. Maintain adequate records on all matters related to the operation of the Property and provide copies of all such records as may reasonably be required by the County.
7. Provide general operation and maintenance oversight and management necessary to maximize the safe and effective use of the Property for the purposes provided herein.
8. It is anticipated that all costs and expenses reasonably related to the operation and maintenance of the Property shall be paid out of the fees collected in connection with the use of the parkland.

**C. County Duties.** The County shall provide the following in connection with the management and operation of the Property:

1. Construct and/or renovate various capital improvements related to the Property including:

a) a new entrance to the Property from U.S. Highway 183, including roadways, entry gates and signage;

b) installation of all perimeter fencing, guardrails and interior barriers as may be necessary for the safe use of the Property; and

c) any other construction and/or renovation projects agreed upon between the County and the YMCA in connection with the Property.

2. Provide periodic patrols of the Property by County Sheriff's Officers.

**D. Alterations.** The YMCA shall have the right, but not the obligation, to construct physical additions and improvements to the Property, such physical additions and improvements to be constructed solely at the YMCA's cost and expense. Prior approval by the County for the construction of such improvements shall not be required. Any physical additions or improvements to the Property made by the YMCA will become the property of the County. However, the YMCA shall have the right, at the YMCA's cost, to remove any physical additions or improvements which are made by the YMCA so long as such can be removed without substantial damage to the Property and the area from which such addition or improvement is removed is reasonably restored to its natural condition.

**E. County Default.** A default by the County hereunder is the failure to comply with any provision of this Agreement that is not cured within thirty days after written notice is delivered to the County by the YMCA.

**F. YMCA Default.** A default by the YMCA hereunder is the failure to comply with any provision of this Agreement that is not cured within thirty days after written notice is delivered to the YMCA by the County.

**G. Remedies and Termination.** In the event either party herein is in default hereunder and has not cured such default within the period provided, the nondefaulting party may either (a) cure said default on behalf of the defaulting party and seek

reimbursement (in the case of any cure made through the payment of money) from the defaulting party, or (b) terminate this Agreement effective 90 days from delivery of notice of such termination to the defaulting party.

**H. Impossibility of Performance, Condemnation.** In the event it becomes unreasonably onerous for either party to fulfill its obligations hereunder after such party has made all reasonable efforts to overcome such difficulty, then such party may terminate this Agreement effective 90 days from delivery of notice of such termination to the other party. In addition, if the Property cannot be used for the purposes contemplated hereunder because of condemnation or purchase in lieu of condemnation, this Agreement shall terminate.

**I. Notices.** Any notice required by this Agreement shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the County or the YMCA at their respective addresses as they appear above or as otherwise revised from time to time in writing delivered to the other party.

**J. Entire Agreement.** This Agreement, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement. This Agreement may be amended only by an instrument in writing signed by the County and the YMCA.

"THE COUNTY"

WILLIAMSON COUNTY

By: John C. Daerfler 1-27-98  
 Name: John C. Daerfler  
 Title: County Judge

"THE YMCA"

YMCA OF GREATER WILLIAMSON  
 COUNTY

By: W. A. Dunn  
 Name: Wade Todd  
 Title: PRESIDENT/CEO

**BRYSON & ASSOCIATES**  
**surveying company**

1401 Slaughter Lane West - Austin, Texas 78748 - 512-282-0120

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL DAMON SURVEY SITUATED IN WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND, CALLED 305.05 ACRES, CONVEYED FROM N.J. DEDEAR, ET UX, TO THE STATE OF TEXAS FOUND OF RECORD IN VOLUME 311, PAGE 551, WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 50.000 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING at an iron pin set on the north line of said 305.05 acre tract for the northwest corner of the herein described tract, from which point a concrete monument found at the northwest corner of said 305.05 acre tract bears S 81°58'09" W, 361.01 feet,

1. THENCE, with said north line, N 81°58'09" E, 1,039.87 feet to an angle point,

2. THENCE, leaving said north line, S 83°03'09" E, 200.29 feet to an iron pin set at the northeast corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following seven (7) courses and distances, numbered 3 through 9,

3. S 03°22'29" W, 617.14 feet to an iron pin set for an angle point,
4. S 05°13'58" E, 292.75 feet to an iron pin set for an angle point,
5. S 26°59'08" E, 310.71 feet to an iron pin set for an angle point,
6. S 04°25'11" E, 368.07 feet to an iron pin set for an angle point,
7. S 21°09'59" W, 729.27 feet to an iron pin set at the beginning of a curve,
8. with a curve to the right whose radius equals 602.96 feet, an arc length of 483.28 feet and whose chord bears S 44°07'42" W, 470.45 feet to an iron pin set at the end of said curve,
9. S 67°05'25" W, 112.28 feet to an iron pin set on the proposed east R.O.W. line of U.S. Highway 183 for the most southerly corner of the herein described tract,

10. THENCE, with said proposed R.O.W. line, N 22°13'15" W, 60.00 feet to an iron pin set for an ell corner,

11. THENCE, leaving said proposed R.O.W. line, N 67°05'25" E, 111.56 feet to an iron pin set at the beginning of a curve,

12. THENCE, with a curve to the left whose radius equals 542.96 feet, an arc length of 192.91 feet and whose chord bears N 56°54'43" E, 191.89 feet to an iron pin set at a corner,

13. THENCE, N 22°13'15" W, with a line 350.00 feet east of and parallel to the existing R.O.W. line, 870.06 feet to an iron pin set for an ell corner,

14. THENCE, S 67°05'25" W, 300.02 feet to an iron pin set on said proposed R.O.W. line for an ell corner,

15. THENCE, with said proposed R.O.W. line N 22°13'15" W, 596.68 feet to a point on the west property line of said 305.05 acre tract,

THENCE, with said west property line of said 305.05 acre tract the following ten (10) courses and distances numbered 16 through 25,

16. N 20°17'01" E, 18.28 feet to an angle point,
17. N 20°22'08" E, 32.03 feet to an angle point,
18. N 00°52'07" W, 36.24 feet to an angle point,
19. N 00°43'44" E, 40.74 feet to an angle point,
20. N 06°59'20" E, 37.83 feet to an angle point,
21. N 17°52'55" E, 35.46 feet to an angle point,
22. N 16°28'22" E, 36.48 feet to an angle point,
23. N 17°15'15" E, 32.56 feet to an angle point,
24. N 19°13'12" W, 34.90 feet to an iron pin set at an angle point,
25. N 21°58'53" W, 223.62 to an iron pin set for an ell corner,

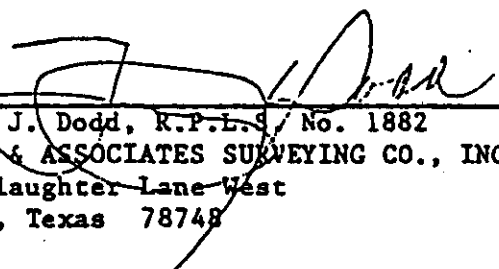
26. THENCE, leaving said property line, N 60°02'08" E, 150.69 feet to an iron pin set for a corner,

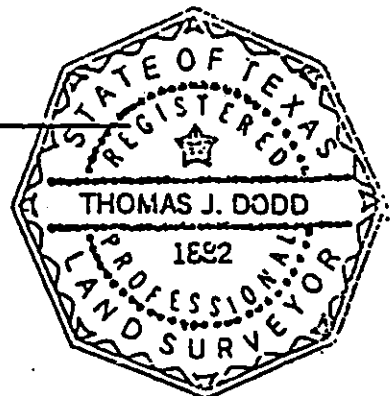
27. THENCE, N 22°13'15" W, with a line 350.00 feet east of and parallel to the existing R.O.W. line, 507.72 feet to the POINT OF BEGINNING containing 50.000 Acres of Land.

I, Thomas J. Dodd, a Registered Professional Land Surveyor do hereby certify that these field notes represents a survey made on the ground this date under my supervision and that all corners are as shown.

Dated this the 26<sup>TH</sup> day of AUGUST, 1991.

SURVEYED BY:

  
 Thomas J. Dodd, R.P.L.S. No. 1882  
 BRYSON & ASSOCIATES SURVEYING CO., INC.  
 3401 Slaughter Lane West  
 Austin, Texas 78748



CSJ No. 0151-05-055  
 Job: 50.000 Acre Park Land  
 Disc: SURV4  
 HR:sep  
 8/1/91



AGENDA ITEM # 14

January 27, 1998

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Discuss and take appropriate action regarding Anderson Mill Tax Office lease space.

Commissioner Boatright addressed the court concerning the Anderson Mill Tax Office lease space.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To clarify that upon vacating the Anderson Mill Tax Office lease space that everything that is stationary remains in the office, not including furniture.

Vote: Motion carried 4 - 0 With Commissioner Hays absent from the dais.

Commissioner Boatright withdrew his motion.

Agenda item tabled until February 10, 1998.

AGENDA ITEM # 15

January 27, 1998

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Discuss and take appropriate action on EMS station for Leander/Liberty Hill area.

EMS Director John Sneed addressed the court concerning the EMS station in the Leander/Liberty Hill area stopping transportation of patients in the near future, but will still participate as "first responders".

No action taken on agenda item which will be placed on February 3, 1998 agenda.

AGENDA ITEM # 16

January 27, 1998

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Discuss and take appropriate action concerning possible agreement with senior citizens group and Liberty Hill Annex.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To draft an agreement with senior citizens group and the Liberty Hill Annex to be presented to commissioners court for approval.

Vote: Motion carried 5 - 0