

AGENDA ITEM # 29

June 30, 1998

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Consider approving the transfer/sale of the following vehicle from the Sheriff's Department:

(1) 1989 Chev. Beretta 1G1LW14W3KY204613 sale to Farmers Insurance

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve the transfer/sale of the following vehicle from the Sheriff's Department:

(1) 1989 Chev. Beretta 1G1LW14W3KY204613 sale to Farmers Insurance

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

< Clerk copy here >

#29

Williamson County Sheriff's Department
Ed Richards, Sheriff

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300

Taylor 352-7462
Liberty 259-2634
Fax 943-1444

DATE: June 24, 1998
TO: Judge Doerfler
FROM: Captain Traylor *RT*
RE: Request for Agenda Item

Attached is a copy of a Purchase Agreement for a 1989 Chevrolet Beretta VIN# 1GILW14W3KY204613.

In the agreement, under Option to Repurchase, it states that the vendee (Williamson County) will grant the vendor (Farmers Insurance) first option to purchase the above vehicle for one dollar (\$1.00) no later than January 30, 1999.

For the past six months the vehicle has not been used by the Sheriff's Department due to mechanical problems.

I respectfully request the Court's permission to sell the vehicle to Farmers Insurance for one dollar (\$1.00).

Attachments
km

approved 6-30-98
John C. Doerfler

CHANGE OF FIXED ASSET STATUS

DATE MAY 1998

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

~~TRANSFERRED~~
SOLD
~~REMOVED~~

FIXED ASSET

Quantity	Description	Model	VIN# Serial #
ONE	CHEVROLET BERETTA	989	

VIN# 1G1LW14W3KY204613

FROM (Transferor): Williamson County

TO (Transferee): TEXAS FARMERS Insurance Group

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.

X Ed Richards
Transferor - Elected Official/Department Head

Transferee - Elected Official/Department Head

approved 6-30-98
John C. Dwyer

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PURCHASE AGREEMENT

This agreement is made by the Farmers Insurance Group of Companies herein after referred to as "Vendor", a corporation doing business in Travis County, Texas and duly registered with the Office of Secretary of State of the State of Texas and whose principal office is located at 2100 Interstate 35, Austin, Texas and WILLIAMSON Co. SHERIFF'S OFF. herein after referred to as "Vendee" with respect to the following described vehicle:

1989	CHEV	Bella	1G1LW14W3K4204613	4112460
(YEAR)	(MAKE)	(MODEL)	(VEHICLE I.D. #)	(TITLE #)

1. BILL OF SALE

Vendor for the sum of one dollar (\$1.00) per vehicle and for other good and valuable consideration, the receipt whereof is hereby acknowledged.

Vendor hereby covenants that it is the lawful owner of the above described vehicle, that each is free from all encumbrances, that it has the right to sell the same, and that it will warrant and defend title against any lawful claims and demands of all persons.

Vendor certified that the odometer reading is 82,551 miles.

If the actual mileage differs from the odometer reading, it is for reasons other than odometer calibration error, and actual mileage is unknown.

Vendor makes no representations or warranties, expressed or implied, with respect to the condition of the vehicles, their merchantability, or their fitness for a particular purpose.

2. OPTION TO REPURCHASE

The Vendee does hereby grant the Vendor the first option to purchase the vehicle described above for the sum of one dollar (\$1.00) at a date no earlier than the 1st day of FEB, 1995 or no later than the 30th day of JANUARY 1999. A second option to purchase may not be assigned.

The Vendee agrees to provide, and Vendor agrees to accept, said vehicle in "as is" condition within 10 days after Vendor notifies the Vendee of its intention to exercise its option.

In the event that either vehicle is damaged, destroyed, stolen or converted due to acts beyond the control of the Vendee, the Vendee will provide reasonable notice thereof to the Vendor where any such circumstance occurs prior to the expiration of the option. In cases of damage, destruction, theft or conversion, the Vendee will provide reasonable notice of recovery whenever the same may occur, even after the expiration of the option.

Where such notice is provided to Vendor, the Vendor shall have 30 days after its receipt of notice to exercise an option to purchase:

- (1) Any such vehicle, or
- (2) Salvage rights to any such vehicle. The consideration for the exercise of any option provided in this paragraph shall be one dollar (\$1.00) per vehicle.

The Vendee agrees not to impair the exercise of the option provided herein or to sell, convey, or in anyway dispose of the above described vehicle without consent of the Vendor.

Upon notification by the Vendor of its intention to exercise its option to purchase, the Vendee agrees to provide clear title to the above described vehicle, free of all encumbrances; and further agrees that it will warrant, defend, and hold harmless Vendor against any lawful claims and demands, of any persons, arising during the course of the Vendee's possession and ownership of such vehicle.

3. GENERAL

Vendee does hereby release Vendor from any and all claims for property damage, or bodily injury, arising from the operation or maintenance of the vehicle described herein, after the date hereof, and prior to any return of the vehicle to Vendor after an exercise of the option to repurchase.

Vendee agrees that it accepts full financial responsibility for any occurrence involving the vehicle, its operation and use.

4. WARRANTIES

The vehicle specified herein shall be received by Vendee in "as is" condition, it being understood that Vendor makes no warranties or quality, condition, fitness, merchantability, or suitability in general, or for any purpose. There are no warranties which extend beyond the description of the face hereof.

5. NOTICE

All notices required to be given under the terms of the Agreement shall be in writing and shall be personally delivered or sent by U.S. Registered or Certified Mail, Return Receipt Requested addressed to the party to be notified at its address as below stated or such other address as below stated or such other address as the parties may designate.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.
THIS 25th DAY OF JANUARY, 1994.

W. James CawleyBY: W. James Cawley - Regional Claims Manager
TITLETexas Farmers Insurance Group
VENDOR2100 S. Interregional HighwayAustin, Texas 78704
ADDRESSDATE 2-25-94Ed RichardsBY: Sheriff
TITLEWilliamson County Sheriff's Dept.
VENDEE508 South Rock St.Georgetown, TX 78626
ADDRESSDATE 1-27-94

AGENDA ITEM # 30June 30, 1998*

Consider approving the following line item transfer for Maintenance Department:

from:	100-509-4430	Utilities	\$20,000.00
to:	100-509-4510	Maintenance & Repairs	\$20,000.00

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve line item transfer for Maintenance Department:

from:	100-509-4430	Utilities	\$20,000.00
to:	100-509-4510	Maintenance & Repairs	\$20,000.00

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

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