

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 9:50 A.M. ON NOVEMBER 17, 1998.

AGENDA ITEM # 19November 17, 1998

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Discuss multi purpose land and facility: (EXECUTIVE SESSION REQUESTED as per VTCA Govt. Code sec 551.072 relating to real property)

No action was taken in executive session.

AGENDA ITEM # 20November 17, 1998

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Discuss personnel matters: (EXECUTIVE SESSION REQUESTED as per VTCA Govt. Code sec. 551.074 relating to personnel matters).

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:02 A.M. ON TUESDAY, NOVEMBER 17, 1998.

AGENDA ITEM # 21November 17, 1998

Discuss and take any appropriate action on multi purpose land and facility.

No action was taken on this agenda item.

AGENDA ITEM # 22November 17, 1998

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Hear comments from commissioners.

There were no comments from the commissioners

Judge Doerfler distributed traffic serial zone maps to each Commissioner and County Road Superintendent Greg Bergeron which Pix Howell had given him on Monday, November 16, 1998.

Emergency addition to agenda of November 16, 1998, at 10 o'clock a.m..

AGENDA ITEM #23November 17, 1998

Consider accepting the resignation of Constable, Precinct 3.

Moved: Judge Doerfler

Seconded: Commissioner Boatright


Motion: To accept the resignation of Constable Precinct 3 Dennis Jaroszewski.

Vote: Motion carried 5 - 0

< Clerk copy here >

November 16, 1998

I, DENNIS JAROSZEWSKI, hereby resign my elected position as Constable of Precinct Three, Williamson County, Texas, effective immediately.


DENNIS JAROSZEWSKI

received 11-16-98 9:57 AM
John C. Daefler

approved 11-17-98
John C. Daefler

COMMISSIONERS COURT ADJOURNED AT 11:25 A.M. ON NOVEMBER 17, 1998.

*** See award on Agenda Item #12, July 21, 1998, recorded in Volume 99, page 80

AGRICULTURE, GRAZING AND HUNTING LEASE

This is a contract and lease EFFECTIVE SEPTEMBER 15, 1998, between WILLIAMSON COUNTY, TEXAS, a body corporate and politic under the Constitution and laws of the State of Texas, acting by and through its County Judge, as Lessor, and JOHN MITTEL and ROBERT MITTEL both, residents of Sutton County, Texas, as Lessee.

1. Lessor does hereby lease and let unto the lessee and lessee does hereby lease from lessor, for agricultural, grazing and hunting purposes, those certain lands and premises situated in Sutton County, Texas identifies as the following survey numbers of the Williamson County School Lands in Sutton County, Texas:

SURVEY	ABSTRACT	ORIGINAL GRANTEE	APPROXIMATE ACRES
1	780	WILLIAMSON COUNTY	1,476

The parties specifically agree that the premises here leased shall be considered as 1,476 acres of land for all purposes of this lease regardless of whether the acreage is more or less.

2. This is a lease for a period of FIVE (5) years beginning on September 16, 1998, and ending on September 15, 2003.

3. As consideration for this lease, Lessee agrees to pay to Lessor, either in the office of the Williamson County Auditor in the Williamson County Courthouse, Georgetown, Texas, or by mailing the same to the Williamson County Auditor, P.O. Box 506, Georgetown, Texas 78626, the following rentals:

BASIC ANNUAL RENT: the sum of ELEVEN THOUSAND EIGHT HUNDRED EIGHT AND 00/100 DOLLARS (\$11,808.00) which is computed on the basis of EIGHT AND 00/100 DOLLARS (\$8.00) per acres per annum, payable in advance, in semi-annual installments with the first rental installment of FIVE THOUSAND NINE HUNDRED AND FOUR DOLLARS AND 00/100 (\$5,904.00) being due and payable on or before SEPTEMBER 15, 1998 and a like payment of FIVE THOUSAND NINE HUNDRED AND FOUR DOLLARS AND 00/100 (\$5,904.00) being made on or before March 15 and SEPTEMBER 15, of each successive year of the term of this lease.

In addition to the base rent and as a part of the rental payment Lessee shall, at Lessee's sole cost and expense, provide a minimum of 100 hours per year of mechanical brush work.

4. Lessor reserves unto itself, its successors and assigns, all subsurface water, gravel, oil, gas mining and mineral rights including but not limited to, the right to execute mining, oil, gas and mineral leases, or a combination of them, upon said lands and premises and any portion thereof, together with the right to execute ingress and egress easements and rights-of-way for such purposes, and for the purpose of carrying on all character of investigation, prospecting, exploration, development, or production thereunder, (collectively referred to herein as THIRD PARTY TRANSFER) and Lessee will abide by all of the terms and provision of any such easements and rights-of-way and any such lease or leases; however, any such instruments so execute shall protect the Lessee against any damages to his right to peaceful use and enjoyment of premises. Should a substantial damage to Lessee's right to peaceful use and enjoyment of premises because of such operation under said mineral or mining lease or easement or right of way, Lessee shall be entitled to a pro-rata reduction in rental. The rental reduction shall be calculated annually by dividing the number of acres of land which substantially and directly affect the peaceful use and enjoyment of Lessee (and not based on the total number of acres which are leased or transferred to the third party) divided by the total number of acres leased herein, multiplied by (the number of months of that year the third party transfer is in effect divided by 12) multiplied by the annual rental for the year in which the impairment is in effect. [ACRES TRANSFERRED WHICH AFFECT LESSEE'S USE/1476 acres x portion of a year in effect x \$11,808.00]

5. Lessor reserves the right to sell all or any portion of the premises subject to the provisions of this lease.

6. Lessor reserves the right to cancel this lease for any major breach of contract on the part

SUTTON CO./MITTELL

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of Lessee; however, this right is to be exercised only after a fair conference has been held by Lessor and Lessee.

7. All improvements placed on the premises by the Lessee during the term of this lease shall become the property of the Lessor upon any termination of this lease. No improvements shall be placed on the premises, or conservation practices undertaken, without prior written permission of the Lessor.

8. Lessor reserves the right for the Williamson County Commissioner's Court and its duly appointed agents, to inspect the premises at any reasonable time.

9. Lessee agrees to use the premises in a good an ranchman like manner, observing proper range management practices and committing no waste thereon, and Lessee is further encouraged to take advantage of an apply for all agricultural or ranch conservation programs which may be offered by any agency of the government and for which Lessee may qualify by virtue of Lessee's ranch operations under this lease.

10. No living trees on the premises shall be harvested by the Lessee for commercial purposes; however, this prohibition expressly does not apply to the compliance with soil conservation and other similar programs.

11. If the Lessee shall fail to timely make rental payments or shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from the Lessor in accordance with the terms of this agreement, or should any person other than the Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, the Lessor may, at its option, without notice to the Lessee, terminate this lease or, in the alternative, the lessor may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term to a party satisfactory to the Lessor and at such rental as the Lessor may, with reasonable diligence, be able to secure. Should the Lessor be unable to relet after reasonable efforts to do so or should such rental be less than the rental the Lessee was obligated to pay under this lease or any amount of such deficiency to the lessor. In the event of any termination of re-entry under the terms of this paragraph, the Lessee shall not be entitled to any return of any portion of any previously paid rental payment provided, however, that any unearned rental payment shall be credited toward the amount of any deficiency required to be paid by the Lessee under the terms of this paragraph.

IT IS EXPRESSLY AGREED THAT, IN THE EVENT OF DEFAULT BY THE LESSEE HEREUNDER, THE LESSOR SHALL HAVE AND LESSEE HEREBY GRANTS A LIEN UPON ALL GOOD, CHATTELS, OR PERSONAL PROPERTY OF ANY CHARACTER, KIND, OR DESCRIPTION BELONGING TO THE LESSEE WHICH ARE PLACED ON OR BECOME A PART OF THE LEASED PREMISES, AS SECURITY FOR RENT DUE AND TO BECOME DUE FOR THE REMAINDER OF THE CURRENT LEASE TERM, WHICH LIEN SHALL NOT BE IN LIEU OF OR IN ANY WAY AFFECT THE STATUTORY LESSOR'S LIEN GIVEN BY LAW, BUT SHALL BE CUMULATIVE THERETO.

12. All rights and remedies of the Lessor under this lease shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

13. This lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other without its written consent.

14. The Lessee agrees and covenants to indemnify and hold the Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of the Lessee's business or his use of the above-described premises, or from any negligent act or omission by the Lessee, his agent, servants, employees, contractors, guests or invitees on or about the leased premises in the event that any action or proceeding is brought against the Lessor by reason of any of the above, the Lessee further agrees and covenants to defend the action or proceeding by legal action acceptable to the Lessor.

15. Lessee shall not assign this lease nor sublet the leased premises or any interest therein without first obtaining the written consent of Lessor. An assignment or subletting without the written consent of Lessor, or an assignment or subletting by operation of law, shall be void, and shall, at the option of Lessor, terminate this lease, this does not alter the authority for Lessee to utilize the premises for commercial hunting purposes.

16. Any notice herein required must be given by mailing same to:

LESSOR:	LESSEE:	
County Judge, Williamson County	JOHN MITTEL	ROBERT MITTEL
Williamson County Courthouse	HCR 31 Box 175	P.O. Box 1474
Georgetown, TX 78626	Sonora, TX 76950	Sonora, TX 76950

17. It is expressly agreed and understood that as a part of this agreement that venue for all causes of action arising under this contract or concerning rights or duties arising under this contract shall lie in Williamson County, Texas, and no other jurisdiction whatsoever.

18. Should any litigation be commenced between the parties hereto concerning the leased premises, this lease, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation.

19. The waiver by Lessor of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

20. Time is of the essence of this lease.

21. This agreement shall be construed under and in accordance with the laws of the State of Texas, and it is agreed that venue in all legal matters concerning this agreement shall be in Williamson County, Texas.

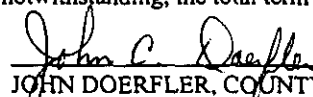
22. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

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

24. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

25. The execution of this lease by the County Judge of Williamson County was duly authorized by the Commissioners' Court of Williamson County, Texas, by resolution properly adopted on the 8th day of September, 1998, such action having been taken after compliance with all prerequisites required by law.

26. Anything else to the contrary herein notwithstanding, the total term of this lease is FIVE (5) YEARS.


JOHN DOERFLER, COUNTY JUDGE
LESSOR

ATTEST:


COUNTY CLERK


JOHN MITTEL, LESSEE


ROBERT MITTEL, LESSEE

***See Action taken on October 20, 1998, Agenda Item #25, recorded in Volume 100, page 753, Commissioners Court Minutes.

Resolution

The State of Texas }
 } Know All Men By These
Presents:
County of Williamson }

That on this, the 20th day of October, A. D. 1998, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

Mike Heiligenstein, Commissioner Precinct One, Presiding,
Greg Boatright, Commissioner Precinct Two,
David Hays, Commissioner Precinct Three, and
Jerry Leroy Mehevec, Commissioner Precinct Four

where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, the Commissioners Court has heretofore adopted a Budget Order specifying the salary, benefits, and allowances for county officials and employees during the 1998-99 County Fiscal Year, and

Whereas, four items in said Budget Order have proved to be somewhat ambiguous or misleading in practice;

Therefore be it Resolved, that Paragraphs 1.c., 4.b, 12.b., and 13.b. of the 1998-99 Budget Order be amended as follows, with ~~stricken-out~~ text deleted from the Order and underlined text added to the Order:

I.

Paragraph 1.c is hereby amended to read as follows:

c. "Employees subject to the plan" includes all employees who are subject to the plan, as defined above. These employees include only those working in the Sheriff's Department (including the jail), the Emergency Medical Service, and ~~Juvenile Services~~ either Juvenile Detention or the Academy.

II.

Paragraph 4.b is hereby amended to read as follows:

b. Longevity pay shall begin with the pay period following the completion of five years employment and shall increase with the pay period following each additional five years of employment, to a maximum of twenty five (25) years. However, temporary and seasonal employment shall not contribute to longevity, and part-time employment after October 1, 1998, shall be credited only on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not earn any longevity credit.

III.

Paragraph 12.b is hereby amended to read as follows:

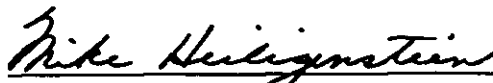
b. Part-time employees who are not temporary or seasonal , may accrue vacation on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any vacation. Example: 40 hours per pay period accrues 1.54 hours vacation, but 39 regularly scheduled hours accrues nothing. No temporary or seasonal employees may accrue any vacation hours.

IV.

Paragraph 13.b is hereby amended to read as follows:

b. Part-time employees who are not temporary or seasonal , may accrue sick leave on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any sick leave. Example: 40 hours per pay period accrues 2 hours sick leave, but 39 regularly scheduled hours accrues nothing. No temporary or seasonal employees may accrue any sick leave.

The foregoing Resolution was lawfully moved by Commissioner HAYS, duly seconded by Commissioner Boatright, and duly adopted by the Commissioners Court on a vote of 4 members for the motion and none opposed.



Mike Heiligenstein, Williamson County Commissioner

THE FOREGOING MINUTES in Volume 101 on pages through 248, inclusive had at a Special Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 24th day of November, 1998.

John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners Court, Williamson County, Texas

by: _____
Deputy Clerk