

AGENDA ITEM #36

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Discuss and take appropriate action on allocating a portion of the tobacco money to Clean Air Force.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve up to \$35,000.00 or the amount that Travis County adds which ever is less to be taken from the tobacco money to Clean Air Force.

Vote: 5 – 0

AGENDA ITEM #37

Consider approving request from WBCO for paving material for new Head Start facility in Taylor. (Pct 4)

Commissioner Limmer requested this item be tabled until next week

AGENDA ITEM #38

Consider approving delinquent tax attorney contract.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve renewal contract of current delinquent tax attorney, McCreary, Veselka, Bragg and Allen, P.C. A change will be made to the contract not to imply that this is a 6 year contract. Commissioner Heiligenstein also requested that a RFP be sent at the end of this contract.

Vote: 3 - 2 – With Commissioners Heiligenstein and Commissioner Hays voting against the motion.

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## V.

**The Firm** agrees to make annual written delinquent tax collection progress reports to **The County** or at anytime upon request.

## VI.

*for* **The Firm** will to pay to **The County**, an amount not to exceed \$57,000 to reimburse **The County** for the purchase of computer hardware and software and office equipment for the Williamson County tax office during the period from June 1, 2000 and June 30, 2003, ~~and, if applicable, the same amount during a second three year term from July 1, 2003 to June 30, 2006, and thereafter, if applicable, an amount to be mutually agreed upon by the parties.~~ In addition, in order to defer the cost of the maintenance fees on **The County** tax office computer system and meet future expenses of **The County** tax office related to property tax collections, **The County** shall be entitled to withhold from fees due **The Firm**, the amount of \$1,667 per month during the term of this contract. **The Firm** will process and mail at its expense notices of delinquency which include all current year delinquent taxes in either February or March and in May of each year. Prior to May 10th of each year, **The County** shall furnish to **The Firm** on electronic media all data necessary to process and mail the notices of delinquency required by Section 33.07 of the Texas Property Tax Code.

## VII.

**The County** agrees to pay **The Firm**, for services rendered, subject to the provisions of Paragraph VI. of this contract, Fifteen Per Cent (15%) of all delinquent taxes, penalty and interest collected by the Williamson County tax office for **The County** and all the other taxing unit for which **The County** collects during the term of this contract. The penalty imposed pursuant to Section 33.07 of the Texas Property Tax Code is not subject to this contractual fee. **The County** does hereby adopt of the additional penalty provided by Section 33.07 of the Texas Property Tax Code. All fees provided for in this contract shall become the property of **The Firm** at the time payment of taxes, penalty and interest is made to **The County**. **The County** shall pay fees due **The Firm** monthly by check. **The County** shall provide office space to **The Firm** in close proximity to The County tax office similar to that occupied by **The Firm** since June, 1997.

## VIII.

*for* This contract is drawn to cover an initial term beginning June 1, 2000, and ending June 30, 2003; ~~provided however, that this contract shall continue in full force and effect thereafter under the same terms and conditions for an additional three year term ending June 30, 2006, unless either party delivers written notice to the other party as provided herein of its intent to terminate this contract on June 30, 2003.~~ Nevertheless, either **The Firm** or **The County** may terminate this contract by delivering written notice of termination to the other party at least thirty days prior to each anniversary date of this contract. The anniversary date of this contract shall be deemed to June 30th. *for* ~~It is further agreed that this contract shall continue in full force and effect after June 30, 2006, from year to year on the same terms and conditions until either party delivers written notice to the other party of its intent to terminate this contract at least thirty (30) days prior to the anniversary date of~~

## IX.

This contract is executed on behalf of The County by the County Judge who is authorized to execute this contract by order heretofore passed by the Commissioners' Court and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 4 day of April, A.D. 2000, Williamson County, Texas, to be effective as of June 1, 2000.

**THE COUNTY OF WILLIAMSON, TEXAS**

BY John C. Daefler 4-4-00  
County Judge

**McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**

Attorneys at Law  
5929 Balcones Drive  
P.O. Box 26990  
Austin, Texas 78755

BY Harvey M. Allen  
Harvey M. Allen

AGENDA ITEM #39

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Consider approving transfer and/or maintenance of Coupland Sewer project to Coupland Water Supply Corp.

Commissioner Limmer requested that this item be tabled until further notice.

AGENDA ITEM #40

Consider and take action with respect to the Resolution directing the publication of notice of intent to issue Williamson County Texas Combination Tax and Revenue Certificates of Obligation, for Juvenile Facility.

Judge Doerfler requested that this item be tabled until next week.

AGENDA ITEM #41

Discuss entering into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45 (EXECUTIVE SESSION REQUESTED AS PER VTCA Govt. Code sec 551.072 pertaining to real property)

**COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:30 A.M. ON TUESDAY, APRIL 4, 2000.**

No action taken in Executive Session

**COMMISSIONERS COURT RESUMMED FROM EXECUTIVE SESSION AT 11:55 A.M. ON TUESDAY, APRIL 4, 2000.**

AGENDA ITEM #42

Discuss and take appropriate action on entering into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To enter into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45 5.85 mil or ½ of the acquisition will be taken from the voter approved 1996 bond.

Vote: 5 - 0

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