

AGENDA ITEM 10

Discuss and consider taking action on preliminary plat of Selman Subdivision.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve preliminary plat of Selman Subdivision **with the stipulation that the right-of-way along CR 138 is to be a total of 80 feet, with 40 feet taken from each side.**

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 11

Consider authorizing advertising and setting date to hold public hearing concerning regulatory signage on Hairy Man Road.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To set public hearing on regulatory signage for Hairy Man Road on May 8, 2001, at 10:00 a.m. in the Commissioners' Courtroom.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 12

Discuss and consider establishment of a detour road for construction on Plum Creek Rd at Lantana Lane.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve the establishment of a detour road for construction on Plum Creek Road at Lantana Lane.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 13

Discuss and take appropriate action concerning bond money for Liberty Hill Foundation Park and park on County Road 200.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve \$250,000.00 request for park bond money for Liberty Hill Foundation Park and a \$250,000.00 request from the Greater Liberty Hill Charitable Foundation for the park on CR 200.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

**FUNDING AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE
GREATER LIBERTY HILL CHARITABLE FOUNDATION**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Agreement is entered into this ____ day of _____, 2001, by and between Williamson County, by and through the Williamson County Commissioner's Court ("Williamson"), and the Greater Liberty Hill Charitable Foundation, a non-profit 501(c)(3) charitable organization ("GLHCF").

WHEREAS, GLHCF was formed to promote recreational and educational services to the residents of Liberty Hill and surrounding areas in Williamson County, Texas;

WHEREAS, in accordance with its Articles of Incorporation and Bylaws, GLHCF has obtained the purchase rights to certain real property located in Williamson County, for the development of recreational facilities, such real property more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, GLHCF has requested Williamson's assistance in the payment and development costs associated with developing that Property into recreational facilities to be used by the residents of Williamson County;

WHEREAS, Williamson has identified certain bond funds which are available and authorized for funding of recreational facilities, such as those proposed by GLHCF; and

WHEREAS, Williamson and GLHCF wish to enter into an agreement whereby Williamson will assist GLHCF in the acquisition and development of the recreational facilities to be constructed on the Property in order to provide additional and much needed recreational facilities for the use of the residents of Williamson County.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

1. Williamson agrees to provide GLHCF a grant in the amount of Two Hundred Fifty and No/100 Dollars (\$250,000.00) (the "Grant Funds") in order to assist GLHCF in the acquisition and development of the Property for recreational facilities to be used by the residents of Williamson County. Such Grant Funds shall be made by in the form of a one time, lump sum payment of \$250,000.00 to GLHCF within ten (10) days from the execution of this Agreement. Williamson will have no ongoing obligation to supply any additional funds other than the one time, \$250,000.00 Grant Funds described herein.

2. GLHCF agrees that such Grant Funds will be used solely for the payment of those outstanding amounts owed for the acquisition of the Property, such outstanding acquisition costs being approximately Seventy Eight Thousand and No/100 Dollars (\$78,000.000). Any remaining Grant Funds will be used solely for costs associated with the development of the Property as recreational facilities, such expenditures to be in substantial accordance with the proposed expenditure list attached hereto as Exhibit "B".

3. GLHCF hereby unconditional grants Williamson the absolute right to review and audit any and all financial records of GLHCF associated with the expenditure of the Grant Funds upon ten (10) days written notice from Williamson of its wish to so review or audit such records. Additionally, GLHCF agrees to provide Williamson financial reports detailing all expenditures associated with the Grant Funds within forty five (45) days after the end of GLHCF's fiscal year.

4. GLHCF agrees that all construction of the recreational improvements to be constructed on the Property with the Grant Funds shall be done by contractors approved by GLHCF caring minimum general liability coverage of One Million and No/100 Dollars (\$1,000,000.00) and workman's comp coverage satisfactory to GLHCF.

5. It is understood and agreed by the parties that the Property, as well as all improvements to be constructed on the Property, purchased or paid for with the Grant Funds, shall at all times be owned and held by GLHCF, and that Williamson's payment of Grant Funds to GLHCF under this Agreement shall be in no way be deemed to create a partnership or joint interest between the parties in regard to the Property or any improvements constructed thereon.

6. Notice. All notices, requests, approvals, and other communications required or permitted to be delivered under this Agreement must be in writing and are effective upon receipt if delivered personally or by facsimile transmission; one (1) day after delivery to a nationally recognized, overnight courier service; or two (2) days after being deposited in the United States mail, certified, return receipt requested, postage prepaid, to the addresses set forth by each party's signature.

7. No Oral Modification. This Agreement may not be modified, amended or altered except by an agreement in writing signed by all parties hereto.

8. Governing Law. This Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue of any case or controversy arising under or pursuant to this Agreement shall lie in Williamson County, Texas.

9. Severability. If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties

hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision, or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

10. Entirety. This Agreement embodies the entire agreement between the parties, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. To the extent that document conflicts with this Agreement, the parties hereby agree that to the greatest extent possible, any such conflicts shall be resolved to the effective intent of the parties.

11. Binding Effect and Assignment. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that neither party hereto may, without the prior written consent of the other, assign any rights, powers, duties, or obligations hereunder; and further provided, however, that this Agreement shall not inure to the benefit of any party other than the parties to this Agreement.

12. Force Majeure. Unless otherwise provided in this Agreement, a party may be excused from a delay in performance under this Agreement that is caused by the act of a public enemy, war, war defense condition, act of God, extraordinary or adverse weather conditions, strike, walkout, or other causes beyond the party's reasonable control. However, each party must use reasonable diligence to avoid any such delay and to resume its performance as promptly as possible after the delay.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date set forth above.

GLHCF:

Greater Liberty Hill Charitable Foundation,
a non-profit 501(c)(3) charitable
organization

By: _____
Shana Webb, President

WILLIAMSON:

Williamson County, a
 through the Williamson County
 Commissioners' Court

Williamson County

By: *John C. Darrler*
 Name: *John C. Darrler*
 Title: *County Judge*

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This Agreement was acknowledged before me on this ____ day of _____, 2001, by Shana Webb, as President of the Greater Liberty Hill Foundation, a non-profit 501(c)(3) charitable organization, on behalf of said charitable organization.

 Notary Public, State of Texas

STATE OF TEXAS

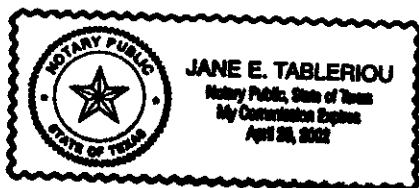
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COUNTY OF WILLIAMSON

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This Agreement was acknowledged before me on this 10 day of April, 2001, by and through *John C. Darrler* as *CHAIRMAN*, of the Williamson County Commissioner's Court, on behalf of Williamson County.



Jane E. Tableriou
 Notary Public, State of Texas

AGENDA ITEM 14

Consider approving new contract for use of two Wave Runners by Sheriff's Dept. for this years boating season.

No action was taken on this item, which was postponed until the April 17, 2001 meeting.

< Attachment >



RICHARD ELLIOTT
Chief Deputy

JOHN A. MASPERO
WILLIAMSON COUNTY SHERIFF

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1444

EASTSIDE DIVISION
412 Vance St
Taylor, TX 76574
Phone (512) 238-2123 * Fax (512) 238-2114
Phone (512) 352-4123 * Fax (512) 352-4114

ROBERT L. CHAPMAN
Asst Chief Deputy - Law Enforcement
JAMES W. HARRELL
Asst Chief Deputy - Corrections

April 3, 2001

Central Texas Power Sports
501 N. IH 35
Georgetown, TX. 78628

Dear Dealer, (Central Texas Power Sports)

The Williamson County Sheriff's Department would like to participate in the Law Loan/Government Purchase Program offered by the Yamaha Motor Corporation, USA. We would like the use of two Yamaha Wave Runners for the up coming season.

The Williamson County Sheriff's Department agrees to abide by the conditions set forth in the signed agency agreement.

The contact person responsible for these Wave Runners will be:

Captain Randy Traylor
(512) 238-2123

Thank you for your consideration.

Sincerely,

John Doerfler
County Judge
Williamson County

Notary _____ Date _____