

AGENDA ITEM 28

Discuss and take appropriate action on parkland acquisition.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: That the Commissioners negotiate on right-of-way for SH 45 and parkland acquisition.

Vote: **5 - 0**

AGENDA ITEM 29

Discuss and take appropriate action on pending litigation: L&L v. Williamson County.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize Charles Crossfield to negotiate a settlement.

Vote: **5 – 0**

< Attachment >

CAUSE NO. 97-09630

L&L, INC.,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
VS.	§	200th JUDICIAL DISTRICT OF
	§	
WILLIAMSON COUNTY,	§	
	§	
Defendant	§	TRAVIS COUNTY, TEXAS

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

This Agreement is between L&L, Inc., a Texas corporation, and Williamson County, Texas, a political subdivision, the parties.

RECITALS

1. There is a dispute between the parties to this agreement that arose concerning the settlement and payment of a previous lawsuits in which L&L, Inc., represented Williamson County.
2. Litigation was instituted as a result of this dispute. In particular, L&L, Inc., instituted a lawsuit in the 200th Judicial District Court of Travis County, in which it claimed damages as a result of the transactions or occurrences described above.
3. Both parties to this agreement concede that bona fide disputes and controversies exist between them as to liability and the amount of damages, if any, that are due because of the disputes between them.
4. Both parties desire to dispose of the entire controversy and dispute between them, including all claims and causes of action of any kind that currently exist or that may exist in the future that relate in any way to the transaction or occurrence described in this agreement. The parties recognize that there may be claims or injuries arising out of the transaction or occurrence described in this agreement that are unknown to the parties at the time of the execution of this agreement, or that may arise in the future. However, the parties have negotiated this agreement in full knowledge of the possibility of additional claims or injuries and intend this agreement to settle and finally dispose of all such claims or injuries arising out of the described transaction or occurrence, whether known or unknown.

TERMS OF AGREEMENT

IN CONSIDERATION OF the mutual promises and agreements contained in this agreement, including the recitals set forth above, the parties agree as follows:

1. Upon the execution of this agreement, Williamson County, Texas, Defendant, agrees to pay L&L, Inc., Plaintiff, the sum of \$61,636.00. A substantial portion of the consideration agreed to be paid in this agreement is for the express purpose of disposing a claims or injuries that may arise from the transaction or occurrence described in this agreement, but that are unknown to the parties as of the date that this agreement is made.

2. In exchange, at the execution of this agreement, the parties agree to release each other from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, that they have or might have, known and unknown, now existing or that might arise hereafter, directly or indirectly attributable to the occurrence or transaction described in this agreement, it being intended to release all claims of any kind which the parties might have against each other, whether asserted in the above-captioned suit or not. The parties understand that this release covers claims and injuries of all types, including claims and injuries that are unknown to the parties at the time this agreement is made.

3. The lawsuit described in this agreement will be mutually dismissed, with prejudice to the rights of both parties, each party to bear its own costs and attorney's fees. Each party shall execute and deliver such instruments as may be necessary to obtain such dismissal.


4. This agreement is a compromise of doubtful and disputed claims. Nothing in this agreement is an admission of liability by any party, and nothing in this agreement may be interpreted as an admission of liability. Each party to this agreement expressly denies liability to every other party to this agreement.

5. This agreement is made according to the laws of the State of Texas. The parties expressly agree that this agreement is governed by, and will be construed and enforced in accordance with Texas law.

6. This agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors and assigns.

7. This agreement contains the entire agreement between the parties. It supersedes any and all prior agreements, arrangements or understandings between the parties on all subjects in any way related to the transaction or occurrence described in this agreement. No oral understandings, statements, promises or inducements contrary to or consistent with the terms of this agreement exist. This agreement is not subject to any modification, waiver, or addition that is made orally. This agreement is subject to modification, waiver, or addition only by means of a writing signed by all parties.

8. This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.



John Doerfler, County Judge
Williamson County
Date: 1-23-01

Jim Ludlum, President
L&L, Inc.
Date: _____

APPROVED AS TO FORM:

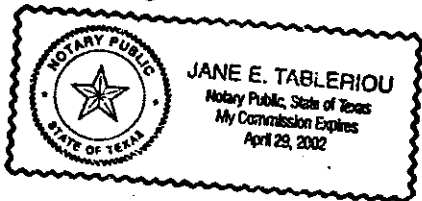
Charles D. Crossfield
Attorney for Defendant

Daniel W. Bishop, II
Attorney for Plaintiff

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§

This instrument was acknowledged before me on this the 23 day of January, 2001 by John Doerfler on behalf of Williamson County, Texas.



Jane E. Tableriou
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

§
§

This instrument was acknowledged before me on this the _____ day of _____, 2001 by Jim Ludlum.

Notary Public, State of Texas

CAUSE NO. 97-09630**L&L, INC.,
Plaintiff,****VS.****WILLIAMSON COUNTY,
Defendant**§
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§**IN THE DISTRICT COURT****200th JUDICIAL DISTRICT OF****TRAVIS COUNTY, TEXAS****AGREED MOTION TO DISMISS****TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW L&L Inc., Plaintiff, and Williamson County, Defendant, and jointly move the Court to dismiss this action because all matters of fact and issues in controversy have been fully and finally compromised and settled.

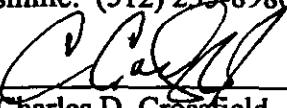
WHEREFORE, Plaintiff and Defendant request that the Court dismiss this action with prejudice to the rights of both parties to refile the action or any part of it, and that all costs of court be taxed against the party incurring same.

Respectfully submitted,

Watson Bishop London Galow, P.C.
106 East Sixth Street, Suite 700
Austin, Texas 78706
Phone: (512) 479-5900
Facsimile: (512) 479-5934

By: _____
Daniel W. Bishop, II
Attorney for Plaintiff
State Bar No. _____

Brown McCarroll Sheets & Crossfield
309 East Main Street
Round Rock, Texas 78664
Phone: (512) 255-8877
Facsimile: (512) 255-8986

By:  _____
Charles D. Crossfield
Attorney for Defendant
State Bar No. 05137500

CAUSE NO. 97-09630

L&L, INC.,
Plaintiff,

VS.

WILLIAMSON COUNTY,
Defendant

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IN THE DISTRICT COURT

200th JUDICIAL DISTRICT OF

TRAVIS COUNTY, TEXAS

ORDER OF DISMISSAL

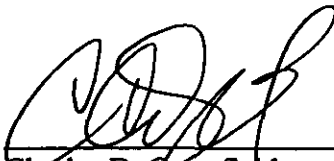
On _____, 2001, this Court heard the agreed motion of L&L, Inc., Plaintiff, and Williamson County, Defendant, in this action seeking dismissal of this action with prejudice. The Court finds that all matters in dispute between the parties have been fully and finally compromised and settled.

IT IS THEREFORE ORDERED that this cause be and is hereby dismissed with prejudice to the rights of each party to refile the action or any part of it. All costs of court are taxed against the party incurring the same.

W SIGNED on this the ____ day of _____, 2001.

JUDGE PRESIDING

APPROVED:



Charles D. Crossfield
Attorney for Defendant

Daniel W. Bishop, II
Attorney for Plaintiff

AGENDA ITEM 30

Discuss and take any appropriate action on road bond projects.

Mike Weaver of Prime Strategies discussed road bond issues. Mr. Weaver mentioned a new standard contract for engineers to sign and right-of-way issues. He suggested that the court consider a resolution to request the cities' cooperation in acquiring rights-of-way, as the cities are allowed to ask for a larger right-of-way. He also talked about a new road bond web site, www.roadbonds.org, that contains information concerning the road bond projects. Mr. Weaver asked the Commissioners to consider a work session on road bonds to be held on February 13, 2001, and tentatively schedule a second session for February 27, 2001, or March 14, 2001. Mr. Weaver also suggested inviting the officers of area utility companies to a reception or luncheon to gain their cooperation in the process.

AGENDA ITEM 31

Discuss and take any appropriate action on jail/courthouse annex expansion.

No action was taken on this agenda item.

AGENDA ITEM 32

Comments from commissioners.

Commissioner Heiligenstein inquired about the length of the Broaddus contract for owner representative on the design/build project. He also stated that there should be a report out on legislation regarding subdivision regulations.

Commissioner Heiligenstein commented that a complaint had been filed with the County Nuisance Officer against Kenneth Snyder regarding nuisance law violations. He stressed that a resident of the neighborhood had made the complaint.

Commissioner Boatright asked the Auditor's office to give the Commissioners a report on all balances outstanding on bond issuances from 1996 and 1997 and related expenditures.

Commissioner Boatright asked that the Advanced Funding Agreement and resolution be added back to the January 30, 2001 agenda to revise the timeline imposed on TxDOT.

Commissioner Boatright asked for an item on next week's agenda for action on an interlocal agreement with the City of Liberty Hill for county services.

Commissioner Hays requested that the Commissioners look at how the money is spent on the design/build project, to make sure any additional costs could be offset from the current budget for the project.

COMMISSIONERS' COURT ADJOURNED AT 12:03 P.M. ON TUESDAY, JANUARY 23, 2001.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 215, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 30th day of January, 2001.


John C. Doerfler, County Judge

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

By: 
Deputy Clerk

