

AGENDA ITEM 21

Consider approving lease agreement for 800mhz radio tower in Liberty Hill/Andice area.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve lease agreement for 800mhz radio tower in Liberty Hill/Andice area.

Vote: **4 – 1** with Commissioner Heiligenstein voting against the motion.

< Attachment >

Lease Agreement

This lease agreement ("the agreement") is made and entered into this _____ day of _____, 200__, between _____, its successors and assigns ('the Landlord') and Williamson County, its successors and assigns ('the Tenant').

1. **Landlord** is the Owner of certain real property located in Williamson County, State of Texas. Property being at 5251 County Road 200, Liberty Hill, Texas. **Tenant** shall have access to approximately 10 acres of said property to build an emergency Communications Radio Tower and, building to house Emergency Radio Communications equipment. An eight (8) foot security fence, built by the Tenant will fence the said radio tower and equipment building.
2. **Initial Term and Rental:** This agreement shall be for an initial term of, ten (10) years beginning on the _____ day of _____, 200__, at an annual rate of **\$3500.00.**
3. **Extension of Term:** Tenant is hereby granted the option to extend the term of this agreement for four (4) additional, consecutive ten (10) year periods. Each option for an extended term shall be deemed automatically exercised without notice by, the Tenant to Landlord, unless Tenant gives Landlord written notice of its intention not to exercise any such option, thirty (30) days prior to the beginning of the Extended Term.
4. **Rental increase:** The Landlord shall have the option of increasing cost of lease per year, at a rate of 4%, or no more than annual gross product increase, and shall inform the Tennant in writing, thirty (30) days prior to the first year anniversary

In Witness Whereof, the parties hereto have set their hands and seals on the day first above written.

Landlord:

Name: _____ Date: _____

Attest: _____ Date: _____

Tenant: Williamson County
John C. Daefler Date: 3-20-01

Attest: Joe Johnson Date: 3/20/01

State OF TEXAS

County OF WILLIAMSON

Before Me, a notary Public in and for said County and State, personally appeared the above-named _____, _____, who acknowledged that s/he did sign the foregoing instrument and that the same is her/his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____, _____ this day of _____, _____.

My commission expires:

Notary Public

AGENDA ITEM 22Consider approving Fire Contracts for the following:

Jarrell	Taylor	Jollyville	Leander
---------	--------	------------	---------

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To approve Fire Contracts for the following:

Jarrell	Taylor	Jollyville	Leander
---------	--------	------------	---------

Vote: 5 - 0

< Attachment >

THE STATE OF TEXAS

*

* KNOW ALL MEN BY THESE PRESENTS

*

COUNTY OF WILLIAMSON


THAT Williamson County, Texas (County), and the JARRELL Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$ 25,682.41 in two (2) payments. The first payment being made within the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2001. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during calendar year 2001.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. it is understood and agreed that the County as no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the ____ day of _____, 2001.



 3-20-01
 Williamson County/Texas by
 John C. Doerfler, by authority of
 Williamson County