

AGENDA ITEM 18

Discuss and consider approving the final plat for River Road Subdivision.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the final plat for River Road Subdivision.

Vote: **5 - 0**

REGULAR AGENDA

AGENDA ITEM 19

Consider approving Tax Collection Agreements with Co. Tax Assessor for the following entities:

Georgetown ISD Granger ISD Taylor ISD Anderson Mill MUD
Brushy Creek MUD Emergency Service Dist #4 City of Austin
Austin Community College Williamson Co MUD #10

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve Tax Collection Agreements with Co. Tax Assessor for the following entities:

Georgetown ISD Granger ISD Taylor ISD Anderson Mill MUD
Brushy Creek MUD Emergency Service Dist #4 City of Austin
Austin Community College Williamson Co MUD #10

Vote: **5 - 0**

< Attachment >

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, Georgetown Independent School District and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Georgetown Independent School District, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

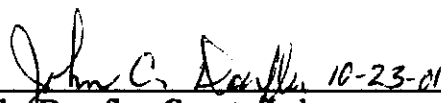
4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.


5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2001.

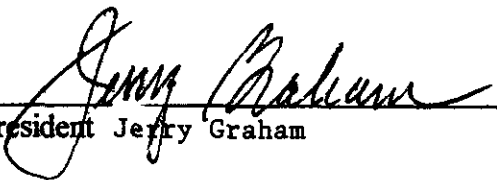
COUNTY OF WILLIAMSON


John Doerfler, County Judge
County of Williamson


Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION

Georgetown Independent School District



President Jerry Graham

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES

WHEREAS, Georgetown Independent School District desires to levy an ad valorem tax in each fiscal year; and

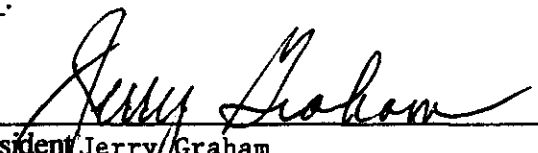
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President Bill Rogers of the Georgetown Independent School District finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ OF THE _____
_____ THAT:

The President of the School Board of the Georgetown Independent School District is hereby authorized and directed to enter into a contract on behalf of the Georgetown Independent School District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the _____ of the _____ on the _____ day of _____, 200__.



President Jerry Graham
Georgetown Independent School District

ATTEST:

Secretary
Georgetown Independent School District

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with City of Weir for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with City of Weir in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 23rd day of October 2001, 2001.

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
§
COUNTY OF WILLIAMSON §

WHEREAS, Granger ISD and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Granger ISD a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

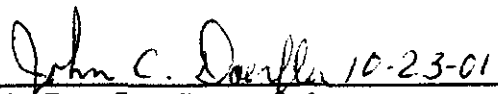
4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

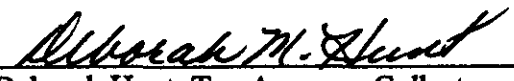
5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2001.

COUNTY OF WILLIAMSON


John Doerfler, County Judge
County of Williamson


Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
Granger ISD



President Michael Hajda

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES

WHEREAS, Granger ISD desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the Granger ISD finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE GRANGER
IND. SCHOOL DISTRICT THAT:

The President of the Granger ISD is hereby authorized and directed to enter into a contract on behalf of the Granger ISD with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the TRUSTEES of the GRANGER ISD on the 8th day of MAY, 2001.

Michael Hajda
President Michael Hajda
Granger ISD

ATTEST:

Deborah A. Spore
Secretary
Granger ISD

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Granger ISD for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Granger ISD in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 23rd day of October 2001, 2001.

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, Taylor ISD and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Taylor ISD a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections

otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

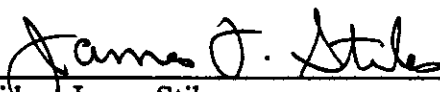
Executed _____, 200__.

COUNTY OF WILLIAMSON

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
Taylor ISD



President James Stiles

RESOLUTION AUTHORIZING AGREEMENT WITH THE
COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, Taylor ISD desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the Taylor ISD finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TAYLOR ISD THAT:

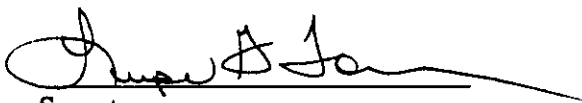
The President of the Taylor ISD is hereby authorized and directed to enter into a contract on behalf of the Taylor ISD with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Trustees of the Taylor ISD on the 14th day of May, 2001.



President James Stiles
Taylor ISD

ATTEST:



Secretary
Taylor ISD

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
 §
 COUNTY OF WILLIAMSON §

WHEREAS, ANDERSON MILL MUNICIPAL UTILITY DISTRICT and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual conditions hereof, it is mutually agreed by and between ANDERSON MILL MUNICIPAL UTILITY DISTRICT, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1.

A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code, as modified for water districts by Sections 49.107 and 49.108, Texas Water Code, as amended. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code, as modified as noted above. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notices of the required tax rates and financial information for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

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The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

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C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

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Executed _____, 2001.

COUNTY OF WILLIAMSON

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
ANDERSON MILL MUNICIPAL UTILITY
DISTRICT

David L. Harper
David L. Harper, President

ATTEST:

Cindy Ottenbacher
Cindy Ottenbacher, Secretary



THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
 §
 COUNTY OF WILLIAMSON §

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JURISDICTION
ANDERSON MILL MUNICIPAL UTILITY
DISTRICT

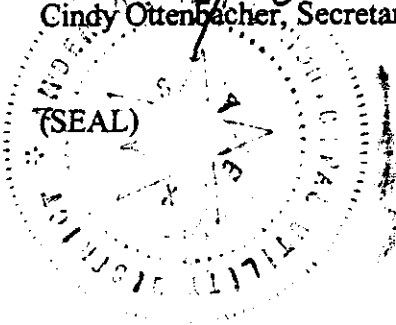


David L. Harper, President

ATTEST:



Cindy Ottenbacher, Secretary



THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
 §
 COUNTY OF WILLIAMSON §

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JURISDICTION
ANDERSON MILL MUNICIPAL UTILITY
DISTRICT

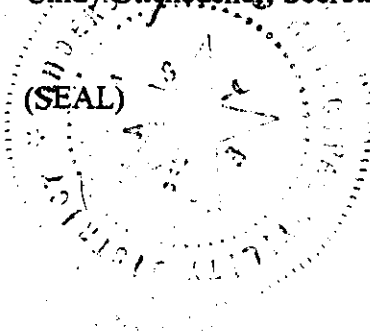


David L. Harper, President

ATTEST:



Cindy Ottenbacher, Secretary



THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

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JURISDICTION
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DISTRICT

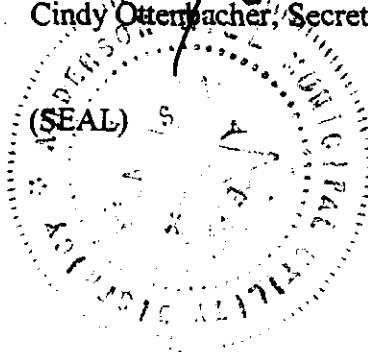


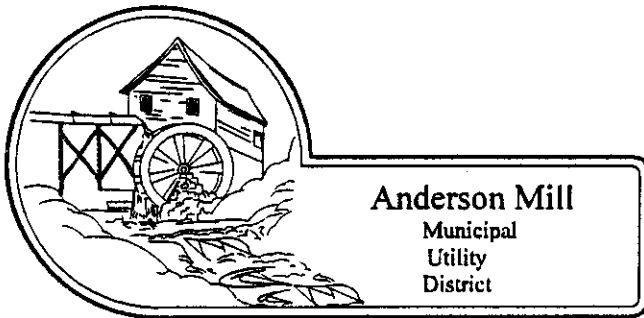
David L. Harper, President

ATTEST:



Cindy Ottenbacher, Secretary



**Anderson Mill M.U.D.**

11500 El Salido Parkway

Austin, Texas 78750

Phone: 258-4104

May 25, 2001

Ms. Deborah Hunt
Williamson County Tax Assessor-Collector
710 South Main Street Suite 102
Georgetown, Texas 78626

RE: Tax Collection For Anderson Mill Municipal Utility District

Dear Ms. Hunt,

On May 23, 2001 the Anderson Mill Municipal Utility District Board of Directors voted to have the Williamson County Tax Assessor-Collector act as the District's Tax Collector beginning October 1, 2001. I have received the Tax Collection Agreement from your office with the necessary resolutions and am in the process of getting the proper officers to sign and return to you for Commissioner Court approval.

I look forward to working with you again and if I can be of assistance please contact me at the above number. We also have a web site at: ammud.org and email at bamer@ammud.org , corle@ammud.org ,and harper@ammud.org .

In Public Service

A handwritten signature in dark ink, appearing to read "Michael Bamer", is written over the typed name.

Michael Bamer
General Manager

RECEIVED**JUN 01 2001****TAX OFFICE**

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
§
COUNTY OF WILLIAMSON §

WHEREAS, BRUSHY CREEK MUD and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between BRUSHY CREEK MUD a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2001.

COUNTY OF WILLIAMSON

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
BRUSHY CREEK MUD



President Jimmy Griffith

RESOLUTION NO. 010524AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES

WHEREAS, BRUSHY CREEK MUD desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the BRUSHY CREEK MUD finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE Board OF THE Brushy Creek Mud THAT:

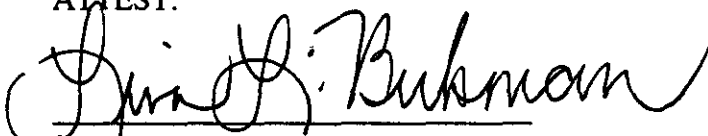
The President of the BRUSHY CREEK MUD is hereby authorized and directed to enter into a contract on behalf of the BRUSHY CREEK MUD with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of the Brushy Creek M.U.D. on the 24th day of May, 2001.



President Jimmy Griffith
BRUSHY CREEK MUD

ATTEST:



Secretary
BRUSHY CREEK MUD

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

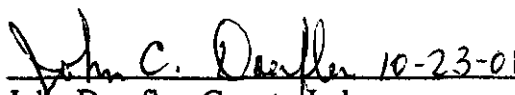
WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with BRUSHY CREEK MUD for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with BRUSHY CREEK MUD in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 23rd day of October 2001, 2001.



John Doerfler, County Judge
County of Williamson

ATTEST:



Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, ESD #4 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between ESD #4 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2001.

COUNTY OF WILLIAMSON

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
ESD #4


President Randy Williams

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES

WHEREAS, ESD #4 desires to levy an ad valorem tax in each fiscal year; and


WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the ESD #4 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE ESD #4 BOARD OF THE COUNTY
OF WILLIAMSON THAT:

The President of the ESD #4 is hereby authorized and directed to enter into a contract on behalf of the ESD #4 with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the ESD #4 Board of the County of Williamson on the 6th day of February, 2001.


President Randy Williams
ESD #4

ATTEST:


Secretary
ESD #4

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with ESD #4 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with ESD #4 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 23rd day of October 2001, 2001.

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, City of Austin and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between City of Austin a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the tax year this document is executed and subsequent tax years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County of Travis shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations, and collect delinquent property taxes, including the filing of bankruptcy and probate claims.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2001.

COUNTY OF WILLIAMSON

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
City of Austin

Jesus Garza
Jesus Garza, City Manager

RESOLUTION NO. 010614-10B**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council approves an interlocal agreement with **WILLIAMSON COUNTY** for Williamson County to collect City of Austin ad valorem property taxes for City of Austin tax parcels located in Williamson County; and authorizes the City Manager to enter into the agreement on such terms and conditions as may be reasonable, necessary, or required.

ADOPTED: June 14, 2001ATTEST: Shirley A. BrownShirley A. Brown
City Clerk

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, City of Austin and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between City of Austin a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the tax year this document is executed and subsequent tax years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County of Travis shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations, and collect delinquent property taxes, including the filing of bankruptcy and probate claims.

The County, undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2001.

COUNTY OF WILLIAMSON

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
City of Austin

Jesus Garza
Jesus Garza, City Manager

RESOLUTION NO. 010614-10B**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council approves an interlocal agreement with **WILLIAMSON COUNTY** for Williamson County to collect City of Austin ad valorem property taxes for City of Austin tax parcels located in Williamson County; and authorizes the City Manager to enter into the agreement on such terms and conditions as may be reasonable, necessary, or required.

ADOPTED: June 14, 2001ATTEST: Shirley A. BrownShirley A. Brown
City Clerk

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, Austin Community College and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Austin Community College a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.


4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.


5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 200__.

COUNTY OF WILLIAMSON


John Doerfler, County Judge
County of Williamson


Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
Austin Community College



Chairperson Dr. Lillian David

RESOLUTION NO. 7384AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES

WHEREAS, Austin Community College desires to levy an ad valorem tax in each fiscal year;
and

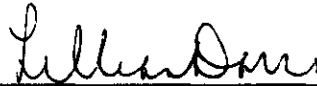
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the Austin Community College finds it to be in the public interest
to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees OF THE Austin
Community College THAT:

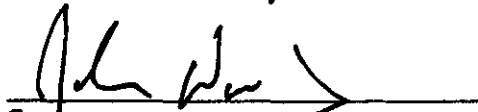
The President of the Austin Community College is hereby authorized and directed to enter into a
contract on behalf of the Austin Community College with The County of Williamson, Texas, in the
form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a
regular meeting of the Board of Trustees of the Austin Community College on
the 9th day of July, 2001.



Chairperson Dr. Lillian Davis
Austin Community College

ATTEST:


Secretary
Austin Community College

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Austin Community College for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Austin Community College in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 23rd day of October 2001, 2001.

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

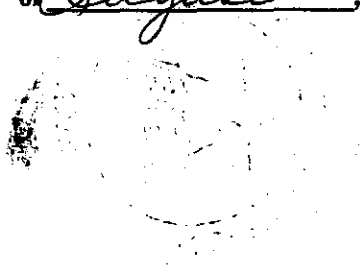
ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Pat Stubbs, Assistant to the Board of Trustees of the Austin Community College District, hereby certify that the attached document is a true and correct copy of the Minutes of the July 9, 2001, meeting of the Board of Trustees of the Austin Community College District, and is an official record of the College District, as the same appears in the records of the Austin Community College District.

Witness my hand and seal of the Austin Community College District, at Austin, Texas, this 6th day of August, 2001.



A handwritten signature in dark ink, which appears to read "Pat Stubbs", is written over a horizontal line.

Pat Stubbs, Assistant to the Board of Trustees
Austin Community College District



MINUTES
Regular Meeting - Board of Trustees
July 9, 2001

In accordance with the terms and provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Board of Trustees of the Austin Community College District convened in public session on Monday, July 9, 2001, at 6:00 p.m. in the Board Room (201) of the Highland Business Center of the Austin Community College located at 5930 Middle Fiskville Road, Austin, Texas, with the following members present: Lillian Davis, Chair/Presiding Officer; Beverly Silas, Vice Chair; John Worley, Secretary; Beverly Watts Davis [arrived at 8:05 p.m.]; Allen Kaplan; Barbara Mink; Della May Moore; and Rafael Quintanilla. Trustee Carol Nasworthy was absent.

It is further found and determined that in accordance with the policies and orders of this Board, the notice of this meeting has been posted and return thereof made pursuant to the terms and provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and there has been full compliance with the terms and provisions of said act, including the timely posting of the subjects of this meeting.

Recognitions

- Dr. Gerry Tucker, Associate Vice President for Human Resources, introduced new employees in the Facilities and Operations Department at Highland Business Center: Becky Cole, Insurance and Risk Coordinator; and Rod A. Dal Sasso, Project Manager.

Citizens Communications

- Myra Bradley, ACC/AFT, spoke regarding the President's evaluation.
- Dan Dewberry, ACC/AFT, expressed appreciation for the continuing discussion of the Board Policy C-2, College Organizational Principles, and spoke regarding adjunct compensation.

Reports from Employee Associations

- Adjunct Faculty Association - Kamil Jbeily, President, expressed appreciation to Trustees and President Fonte and spoke regarding pay increases for adjunct faculty.
 - Classified Employees Association - Barbara Dickey, President, spoke regarding Association activities; pay increases and classification changes for Association members; proposed cost of living increases for employees; College custodial services; and advised that Anissa Trevenio was selected as the recipient of the Association's scholarship.
 - Full-Time Faculty Senate - Paula Robertson-Rose, President, spoke regarding the proposed revision of Board Policy C-2, College Organizational Principles (Single College Concept).
 - Professional/Technical Employees Association - Linda Morrison, President, spoke regarding the compensation study for Association members and Dr. Fonte's agreement to conduct a review of the classification of all Professional/Technical employees next year; Dr. Guzman's presentation at the Association meeting in June; upcoming election of Association officers; Dr. Kinslow will be the guest speaker at the July Association meeting;
-

- the September blood drive, and College custodial services.
- Student Government Association - No report was presented.

Trustee Report(s) to the Board

- **Report on Center for Community-Based and Non-Profit Organizations - Allen Kaplan**
Mr. Kaplan distributed information and stated that he is a member of the Advisory Council for the Center for Community-Based and Non-Profit Organizations. He stated it is a relatively new program at Austin Community College and is headed by Linda Young, Dean of Grant Development and Special Assistant to the President on Governmental Relations, and Barry Silverberg, Center Director. Mr. Kaplan advised that the Vision of the Center is: A community partnership broadening the horizons and possibilities for non-profits. Since the first formal learning opportunity on November 14, 2000, with 6 participants, the Center has grown to serve over 1,100 session participants in just seven months. Nearly 40 workshops later, over 180 community-based and non-profit organizations benefited and over 5,000 copies of Center publications have been distributed throughout the State of Texas. The Center has published 40+ publications which have been distributed throughout Texas and other states. He called attention to the Center's website: www2.austin.cc.tx.us/npo. He provided information concerning the Center's Advisory Council chaired by Mary Daigle and called attention to the positive benefits to Austin Community College.

ITEM(S) FOR CONSENT

Dr. Davis introduced the Consent Agenda:

Agenda Item 7383

Minutes of the June 4, 2001, Regular Meeting, and the June 18, 2001, Board Work Session

Recommendation: That the Board approve the minutes as presented.

Agenda Item 7384

Collection of Ad Valorem Taxes for Land Parcels Outside Travis County

Recommendation: That the Board approve collection of ad valorem taxes by Williamson County on land parcels located in Williamson County and within the Austin Community College tax district.

Agenda Item 7385

Recognition of Advanced Micro Devices

Recommendation: That the Board approve commend and congratulate AMD for its community stewardship as a major manufacturing business in Austin.

Agenda Item 7386

Proposed Amendments to Purchasing Policy (Emergency Notifications)

Recommendation: That the Board adopt the proposed amendments to Board Policy G-2, Purchasing, to allow increased flexibility for the administration to report emergency purchases.

Dr. Worley requested that Agenda Items 7385, Recognition of Advanced Micro Devices, and Agenda Item 7386, Proposed Amendments to Purchasing Policy (Emergency Notifications), be pulled from the Consent Agenda to allow discussion.

Dr. Barbara Mink requested that Agenda Item 7383, Minutes of the June 4, 2001, Regular Meeting, and the June 18, 2001, Board Work Session, be pulled to allow discussion.

Della May Moore moved and Beverly Silas seconded that:

MOTION: The Board of Trustees approve Consent Agenda Item 7384, Resolution Authorizing Collection of Williamson County Ad Valorem Taxes by Williamson County.

VOTE: The motion passed by a unanimous vote of 6-0.

Absent: Carol Nasworthy, Beverly Watts Davis

The Chair did not vote.

Agenda Item 7383

Minutes of the June 4, 2001, Regular Meeting, and the June 18, 2001, Board Work Session

Dr. Mink asked for a tracking sheet for reports requested by Trustees during Board meetings. Dr. Worley, Board Secretary, stated it would not be appropriate for a tracking sheet to be included in the minutes. It was decided that Trustees would provide written requests to the Board Chair for any report desired.

Dr. Mink moved and Della May Moore seconded that:

MOTION: The Board of Trustees approve Agenda Item 7383 as presented.

VOTE: The motion was passed by a unanimous vote of 8-0.

Absent: Beverly Watts Davis and Carol Nasworthy

The Chair did not vote.

Agenda Item 7385

Recognition of Advanced Micro Devices

Della May Moore moved and Beverly Silas seconded that:

MOTION: The Board of Trustees approve the proposed Resolution to commend and congratulate AMD for its community stewardship as a major manufacturing business in Austin.

Dr. Worley moved that:

MOTION: The Board of Trustees delete the third Whereas from the Resolution.

"Whereas, this new plant would add, either directly or indirectly, workers from the Austin Community College service area that would be directly involved in semiconductor manufacturing to AMD's existing local workforce of 4,100 individuals, and"

The motion failed for lack of a second.

Della May Moore moved and Beverly Silas accepted the following amendment:

Amendment to Main Motion: The Board of Trustees approve the third Whereas to read:

"Whereas this new plant would add, either directly or indirectly, workers from the Austin Community College service area that would be directly involved in the semiconductor manufacturing to AMD's (ACC's) existing local workforce of 4,100 individuals, and"

Dr. Worley moved that:

MOTION: The Board of Trustees amend the first Resolved to read:

"Therefore, be it resolved that the Board of Trustees of Austin Community College strongly supports the location of the new facility in the Austin Community College taxing district outside the Barton Springs Watershed and thanks AMD and its employees for their commitment and generosity to Austin Community College and to the Austin area, and"
The motion failed for lack of a second.

Dr. Worley moved and Barbara Mink seconded that:

MOTION: That the Board of Trustees delete the second Resolved paragraph:

"Further be it resolved that the Board of Trustees of Austin Community College supports the development of a proposal to compete with other regions and countries as the host site of AMD's new 300mm facility, and"

Vote: The amendment failed on a vote of 1-5.

For: John Worley

Against: Allen Kaplan, Barbara Mink, Della May Moore, Rafael Quintanilla, and Beverly Silas.

Absent: Beverly Watts Davis and Dr. Carol Nasworthy

The Chair did not vote.

Dr. Worley moved that:

MOTION: The Board of Trustees delete the third Resolved paragraph: "Further be it resolved that the Board of Trustees of Austin Community College participates in educating the public about AMD's role in the community and the benefits that citizens have received from its corporate citizenship."

The motion failed for lack of a second.

Della May Moore requested and Beverly Silas accepted the following amendment:

MOTION: That the last Resolved paragraph be amended to read:

"Further be it resolved that the Board of Trustees of ACC values the partnership with AMD and the role AMD occupies in the community and the benefits that citizens have received from its corporate citizenship."

Vote on Main Motion as Amended: The amended motion passed on a vote of 5-2.

For: Lillian Davis; Allen Kaplan; Della May Moore; Rafael Quintanilla; Beverly Silas.

Against: Barbara Mink and John Worley

Absent: Beverly Watts Davis and Carol Nasworthy

Resolution of Support (As approved by the Board of Trustees)

Whereas, AMD (Advanced Micro Devices) is considering the construction of a \$3-\$4 billion manufacturing plant to produce state-of-the-art 300mm (12 inch diameter) semiconductor wafers, and

Whereas, this new technology is critical to the competitive advantage currently maintained by the Austin technology industry, and

Whereas, this new plant would add, either directly or indirectly, workers from the Austin Community College service area that would be directly involved in semiconductor manufacturing to AMD's existing local workforce of 4,100 individuals, and

Whereas, AMD currently contributes approximately \$20 million annually to the local tax base and estimates that the new plant will generate an additional \$53 million in local tax revenues, and

Whereas, AMD has invested more than \$1.2 million in the community in 2000 and more than \$6.5 million in 800 community projects since 1991, and

Whereas, Austin Community College has made a commitment to being America's premier Semiconductor Manufacturing Education facility, and

Whereas, AMD has been a founding partner in ACC's semiconductor education plan since its inception in 1995, and

Whereas, AMD had demonstrated its commitment to the ACC Semiconductor Manufacturing Technology Program through an ongoing program of support, including an initial cash investment of more than \$300,000, continued donations of equipment, staff time, scholarship funds, and other support,

Whereas, other examples of AMD's support of Austin Community College include the ACE (Accelerate Careers in Electronics) program and Summer Youth Academy at the Riverside Campus, and

Whereas, Austin Community College provides high quality instruction in workforce training supported by State and local funds which provides a well established pipeline of access to potential employees,

Therefore, be it resolved that the Board of Trustees of Austin Community College strongly supports the location of AMD's new facility in the non-aquifer Austin region and thanks AMD and its employees for their commitment and generosity to Austin Community College and to the Austin area, and

Further be it resolved that the Board of Trustees of Austin Community College supports the development of a proposal to compete with other regions and countries as the host site of AMD's new 300mm facility, and

Further be it resolved that the Board of Trustees of Austin Community College values the partnership with AMD and the role AMD occupies in the community and the benefits that citizens have received from its corporate citizenship.

Dr. Lillian J. Davis, Chair
Austin Community College Board of Trustees

ATTEST:

Dr. John B. Worley, Secretary
Austin Community College Board of Trustees

Agenda Item 7386

Proposed Amendments to Purchasing Policy (Emergency Notifications)

Rafael Quintanilla moved and Allen Kaplan seconded that:

MOTION: That the Board of Trustees adopt the proposed amendments to Board Policy G-2, Purchasing, to allow increased flexibility for the administration to report emergency purchases.

Friendly Amendment: Dr. Worley requested a Friendly Amendment to 3(c) to define emergency as "any situation in which immediate action must be taken without Board approval to avoid harm to the College."

Trustees Quintanilla and Kaplan agreed with addition of the Friendly Amendment.

VOTE: The motion passed by a unanimous vote of 6-0.
Absent: Beverly Watts Davis and Carol Nasworthy
The Chair did not vote.

DISCUSSION/POSSIBLE ACTION

Agenda Item 7387

Proposed Revision of Board Policy C-2, College Organizational Principles (One College Concept)

Dr. Davis introduced the item.

Allen Kaplan moved and Della May Moore seconded that:

MOTION: The Board of Trustees approve the July 3-Draft Four amendment provided by President Fonte in the agenda.

Trustees and President Fonte discussed the proposed changes/amendments recommended and the need for unified standards and the single college concept.

Della May Moore requested the following Friendly Amendment and Allen Kaplan agreed: Friendly Amendment to Section C, Organization of Workforce and Academic Programs, 3, (1): "(a) appropriate campus-based delegation of responsibilities including campus-based points of contact that the administration determines will ~~not undermine~~ maintain the one college principle."

Della May Moore requested the following Friendly Amendment, and Allen Kaplan agreed: Friendly Amendment to Section C, Organization of the Workforce and Academic Programs, 3, (2): The President shall ensure ~~establish administrative rules that provide for diversity in decision-making participation by adjuncts. This may include establish administrative rules that provide for decision-making participation by adjuncts who have received multi-semester appointments under Board Policy D-6[5]-c and adjuncts who have established long-term, high-quality relationships with ACC. These long-term, high-quality relationships shall be defined by given long service to ACC and have received a satisfactory annual evaluation.~~

President Fonte requested a sentence be added following the first paragraph of C of his Draft Four: "Input shall be sought early in the formative stages of any proposed organizational change. However, notwithstanding this process, the President shall make the final decision on the organization."

Allen Kaplan accepted the proposed change with the proviso that "Collaboration shall occur" be substituted for the proposed "Input shall be sought". Della May Moore agreed with the proposed changes.

John Worley moved that:

MOTION: The Board of Trustees approve the following amendment to C (2) be approved: The President shall ensure decision-making participation by adjuncts. The President shall also ensure diversity in decision-making throughout the College.
The motion failed for lack of a second.

John Worley moved and Rafael Quintanilla seconded that:

AMENDMENT TO MOTION: The Board of Trustees approve the following amendments to C (3):

"The organizational structure of academic and workforce programs must provide for:

(a) appropriate campus-based delegation of responsibilities to either full-time or adjunct faculty including campus-based points of contact that is consistent with the one college principle that the administration determines will maintain the one college principle."

and deletion of: The President shall develop rules that provide for such delegation but both full-time and adjunct shall be eligible to serve in such delegated capacities.

VOTE: The motion failed on a vote of 5-2.

For: John Worley, Rafael Quintanilla

Against: Beverly Watts Davis, Allen Kaplan, Barbara Mink, Della May Moore, Beverly Silas

The Chair did not vote.

VOTE on Main Motion: The motion passed on a vote of 6-1.

For: Beverly Watts Davis, Allen Kaplan, Barbara Mink, Della May Moore, Rafael Quintanilla, Beverly Silas

Against: John Worley

The Chair did not vote.

Agenda Item 7388

Proposed Fiscal Year 2002 Budget

Dr. Davis introduced the item and Dr. Fonte called attention to the revised funds and initiatives in the FY 2002 Budget. Trustees reviewed the list of initiatives.

Beverly Watts Davis moved and Rafael Quintanilla seconded that:

MOTION: The Board of Trustees approve moving the Grant Writer position to a funded item in the budget since the position is revenue-producing.

VOTE: The motion passed on a vote of 6-1.

For: Beverly Watts Davis, Barbara Mink, Della May Moore, Rafael Quintanilla, Beverly Silas, John Worley

Abstaining: Allen Kaplan

The Chair did not vote.

Rafael Quintanilla moved and Allen Kaplan seconded that:

MOTION: The Board of Trustees approve the budget as presented including funding of the grant writer position, funding all new budget initiatives through number 27 with the following exception: reduced Initiative 20 from \$335,000 to \$50,000 for potential increased costs of contracting for custodial services; leaving the 285,000 for additional funding for adjunct faculty salaries.

Della May Moore requested a friendly amendment to the Motion.

Friendly Amendment: That the Board of Trustees approve leaving \$100,000 rather than \$50,000 in the budget to improve custodial services.

Rafael Quintanilla and Allen Kaplan accepted the amendment.

VOTE: The motion passed unanimously by a vote of 7-0.

Absent: Dr. Carol Nasworthy
The Chair did not vote.

Agenda Item 7389

Proposed Amendment to Board Policy A-4, Tuition Rates

Dr. Davis introduced the item and Dr. Fonte provided information concerning tuition rates.

Agenda Item 7390

Out-of-District Tuition

Dr. Davis introduced the item.

Allen Kaplan moved and Beverly Watts Davis seconded that:

MOTION: The Board of Trustees adopt an out-of-district tuition rate equal to that charged in the Spring of 2001 (\$81) for out-of-district tuition, authorize a study to analyze out-of-district tuition and that we conduct a survey of out-of-district students--former and current--to determine the factors that may or may not be the reason they are no longer taking courses at Austin Community College. Those factors to include: location of campuses and where courses are offered; economics--whether the economy being good has something to do with that; and finally, whether they fulfilled their objectives in coming to ACC whether for one course, three courses, a degree, etc. At that point, the administration will recommend appropriate rates for the next year.

~~Della May Moore requested a friendly amendment:~~

~~Friendly Amendment to Motion: That the Board of Trustees state that the out-of-district tuition is decreased by \$3.00, from \$84 to \$81.~~

~~Allen Kaplan and Beverly Watts Davis accepted the Friendly Amendment.~~

~~Dr. Worley requested a Friendly Amendment:~~

~~Friendly Amendment: That the Board of Trustees resolve to make it a primary legislative goal of this Board to persuade the Legislature in its next session to require all Independent School Districts to join a community college tax district and direct Dr. Fonte to use his best efforts to try to get the State Association to request this as well.~~

~~Allen Kaplan and Beverly Watts Davis accepted the Friendly Amendment with the proviso that this would be a different Board a year and one-half from now, and this Board cannot commit the next Board to the Legislative agenda. Dr. Fonte stated that he would commit to this.~~

VOTE: The motion, as amended, passed on a vote of 6-1.

For: Beverly Watts Davis, Allen Kaplan, Barbara Mink, Della May Moore, Rafael Quintanilla, and Beverly Silas

Against: John Worley

Absent: Dr. Carol Nasworthy

The Chair did not vote.

Agenda Item 7391

Organizational Stipends

Dr. Davis introduced the item and Dr. Fonte provided information concerning salary adjustments for administrators affected by the reorganization and stated that Board approval is necessary. Dr. Fonte stated this item would be on the August 6 agenda for action.

Information Items

There were no information items.

President's Administrative Report

Dr. Fonte expressed appreciation to the Board of Trustees for passing the FY 2002 Austin Community College Budget.

Quick Meeting Review

Trustees commented regarding the meeting:

What we did well rated as 1-5 (with 5 being very satisfied): really glad that we got through the budget; pleased with the macro discussion on the College policy; pleased that the Board rises to the occasion moves forward on the agenda regardless of all the sour notes presented during Citizens Communications; good meeting; excellent meeting--accomplished a lot in four hours; very good meeting.

What we can do better: felt that the discussion was stifled and rushed, and the Board was here too late; some of the points were rushed and not quite developed; less repetition.

Announcements

- Beverly Watts Davis suggested providing information regarding grants during Recognitions item on the agenda.
- Beverly Watts Davis stated Trustee Della May Moore was nominated to receive an award by the Association of Community College Trustees, but was not eligible to be considered for the award since she is currently serving on the National Board of the Association of Community College Trustees.
- Beverly Watts Davis inquired regarding the College's current cell phone policy.
- Beverly Silas stated that on Tuesday, July 10, at 11:30 a.m. at Brush Park will be the groundbreaking for the new Hilton Hotel.

Adjournment

Having no motion before the Board, the July 9, 2001, regular meeting of the Austin Community College Board of Trustees was adjourned at 10:15 p.m.

Approved By


John B. Worley, Secretary

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, Williamson County MUD 10 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County MUD 10 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not

sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates by a date to be determined annually by the County Tax Assessor-Collector. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by a 30 day written notice by either party. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdictions relative to collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 200__.

COUNTY OF WILLIAMSON


John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
Williamson County MUD 10

President Robert Burns

JURISDICTION
Williamson County MUD 10



President Robert Burns

RESOLUTION**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, Williamson County Municipal Utility District No. 10 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, the County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of Williamson County Municipal Utility District No. 10 finds it to be in the public interest to authorize a contract with the County of Williamson, Texas, for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 10 THAT:

The President of Williamson County Municipal Utility District No. 10 is hereby authorized and directed to enter into a contract on behalf of Williamson County Municipal Utility District No. 10 with the County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of Williamson County Municipal Utility District No. 10 on the 27th day of September, 2001.



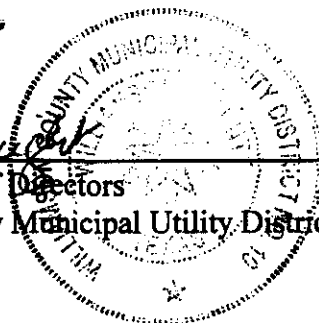
President, Board of Directors

Williamson County Municipal Utility District No. 10

ATTEST:


Secretary, Board of Directors

Williamson County Municipal Utility District No. 10



RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County MUD 10 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Williamson County MUD 10 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 23rd day of October 2001, 2001.

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
 §
 COUNTY OF WILLIAMSON §

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NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County MUD 10 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

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Executed _____, 200__.

COUNTY OF WILLIAMSON

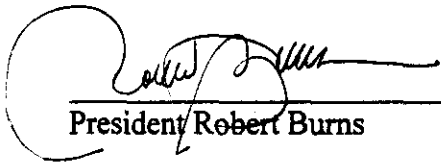
John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
Williamson County MUD 10

President Robert Burns

JURISDICTION
Williamson County MUD 10



President Robert Burns

RESOLUTION**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

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WHEREAS, the County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of Williamson County Municipal Utility District No. 10 finds it to be in the public interest to authorize a contract with the County of Williamson, Texas, for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 10 THAT:

The President of Williamson County Municipal Utility District No. 10 is hereby authorized and directed to enter into a contract on behalf of Williamson County Municipal Utility District No. 10 with the County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of Williamson County Municipal Utility District No. 10 on the 27th day of September, 2001.

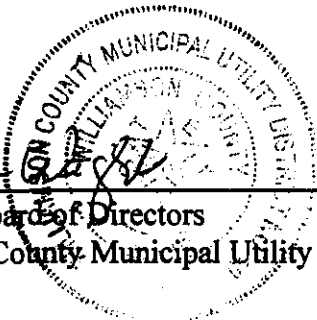


President, Board of Directors
Williamson County Municipal Utility District No. 10

ATTEST:



Secretary, Board of Directors
Williamson County Municipal Utility District No. 10



RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County MUD 10 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Williamson County MUD 10 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 23rd day of October 2001, 2001.

John C. Doerfler 10-23-01
John Doerfler, County Judge
County of Williamson

ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

AGENDA ITEM 20

Consider approving a resolution supporting Federal Intergovernmental Relations Program by Texas Conference of Urban Counties including increase of dues to fund.

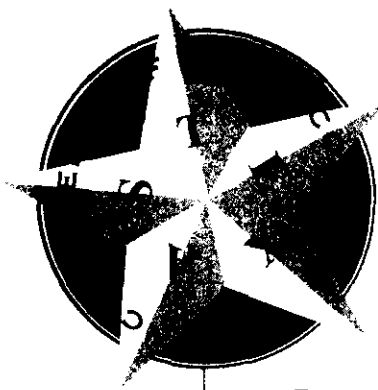
Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a resolution supporting Federal Intergovernmental Relations Program by Texas Conference of Urban Counties including increase of dues to fund, noting that the court will be notified of the cost for participation, and a final decision will be made by the court regarding participation after the notice is received.

Vote: 5 - 0

< Attachment >



September 27, 2001

Honorable John Doerfler
County Judge
Williamson County
Williamson County Courthouse, 2nd Floor
Georgetown, TX 78626

OFFICERS

Chair

Judge Lee Jackson
Dallas County

Vice-Chair

Commissioner
El Franco Lee
Harris County

Secretary

Commissioner
Mike Heiligenstein
Williamson County

Treasurer

Judge Richard Borchard
Nueces County

Executive Director

Donald Lee

Member Counties

Bell • Bexar
Brazoria • Brazos
Cameron • Chambers
Collin • Comal
Dallas • Denton
El Paso • Ellis
Fort Bend • Galveston
Grayson • Guadalupe
Gregg • Harris
Hays • Hidalgo
Hunt • Jefferson
Johnson • Kaufman
Lubbock • McLennan
Midland • Nueces
Rockwall • San Patricio
Smith • Tarrant
Travis • Webb
Williamson
Conference of
Urban Counties

Re: **Proposal for the Williamson County Commissioners Court on Whether to Extend Urban Counties Intergovernmental Relations Efforts to Include Federal Issues**

Dear Judge Doerfler:

Currently, the Texas Conference of Urban Counties does not involve itself in Federal issues or attempt to communicate with Congress or Federal agencies. Our efforts are focused solely within Texas.

The Urban Counties have discussed the possibility of extending our efforts to include Federal issues. Many members have requested such expansion, and the Board of Directors was asked to develop a proposal for an optional program in which member counties could opt to participate. A proposal was presented to the Urban County membership during luncheons held on June 7, 2001 and August 16, 2001. At the August 16, 2001 luncheon, the membership approved a recommendation to ask each individual member county to consider whether or not it wanted the Urban Counties to extend efforts to include Federal Issues.

The Board of Directors requests you to consider the attached draft resolution expressing support for the expansion of Urban Counties' services to Federal issues. The resolution identifies a number of issues that might be worked on, including: Medicaid and Disproportionate Share Hospital funding, State Alien Assistance funding for county jails, election reform, and increased transportation funding for all of Texas. The actual issues that would be worked on will be developed by the Urban County committee process that you are used to. As always, the Urban Counties would be careful to promote the positions and policies that we all share in common, and avoid issues and policies where a consensus does not exist.

After giving this resolution consideration, please either forward a copy of the adopted resolution to the Urban Counties offices, or notify us that your county has decided not to support the proposal. After we receive responses from member counties, the following will happen:

1. If less than half of the membership (by population) adopts the resolution, then the program will not be pursued.
2. If more than half of the counties (by population) adopt the resolution indicating support, then the Federal IGR Program will be pursued with only those counties opting in to the program appointing members to a Federal IGR Committee to establish policy and provide direction for the program. A special per capita dues assessment will be added to participating counties 2002 dues to pay for the program. The amount will be in the range reflected in schedule A, and be determined by the number of counties participating.
3. If more than 90% of the counties (by population) adopt the resolution indicating support, then the Federal IGR Program will be pursued on