

AGENDA ITEM 26**Discuss and take appropriate action on jail/courthouse annex expansion.**

Jim Broaddus of Broaddus & Associates gave an update on the jail/courthouse annex expansion project.

Mr. Broaddus stated that there was a meeting yesterday with the Construction Manager of the project and said that the hard costs of the new construction are now down within the original Design/Build cost. He said that the renovation costs have now been defined, and that the project management and general conditions fees are now back down within the estimate of the original costs. He stated that it is subject to confirmation by letter from Landmark, which he should have within the next week. Mr. Broaddus stated that there have recently been some management changes on the project.

He stated that Landmark has agreed that some pending change orders previously issued by the contractor have been withdrawn and will only be issued for "scope of work" additions by the Commissioners' Court. The contractor has agreed to a deductive change order in the amount of \$100,000 to cover county quality assurance costs on the project, which will also be confirmed by letter and a change order of the contract. The letter is expected within the next week.

Mr. Broaddus said that his firm has analyzed the schedule on the jail, and that the project schedule still remains in effect, which has been confirmed by independent reviewers on the schedule that has been submitted.

Judge Doerfler stated that the meeting with Mark Schultz, President of Landmark, addressed issues on the entire project concerning the jail, justice center and cost overruns. Mr. Schultz stated that he was willing to go back to what was originally proposed, that he would rather lose \$1,000,000 on the Justice Center than lose his reputation. Mr. Schultz has agreed to provide to put this in writing along with a definite figure on finishing out the 3rd floor of the jail by Friday.

No action was taken on this agenda item.

AGENDA ITEM 27**Consider ordering a public hearing to be held at 10:15 a.m., July 30, 2002, in Commissioners Court, to consider petition to create Emergency Services District No. 6 (Weir).**

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To order a public hearing to be held at a public hearing to be held at 10:15 a.m., July 30, 2002, in Commissioners Court, to consider petition to create Emergency Services District No. 6 at Weir.

Vote: **5 - 0**

AGENDA ITEM 28**Consider approving the sale of 2 tracts owned jointly with Round Rock I.S.D.**

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the sale of 2 tracts owned jointly with Round Rock I.S.D.

Commissioner Limmer amended his motion to read:

"To remove item 1 and to approve the sale of item 2 owned jointly with Round Rock I.S.D."

Judge Doerfler amended his second to the motion.

Vote: **5 - 0**

< Attachment >

LINEBARGER GOGGAN BLAIR
PEÑA & SAMPSON, LLP

ATTORNEYS AT LAW
1949 SOUTH I.H. 35
P.O. BOX 17428
AUSTIN, TEXAS 78760

(512) 447-6675
FAX (512) 443-3494

Biran E. Brown

June 21, 2002

Honorable John C. Doerfler
Williamson County Judge
Courthouse - 2nd Floor
710 Main St.
Georgetown TX 78626

**RE: Approval of Resale of Properties Sold from Sealed Bid Auction by Round
Rock Independent School District, Trustee**

Dear Judge Doerfler:

The Round Rock Independent School District recently conducted a sealed bid auction of the properties it had acquired as a result of previous tax sales.

Several bids were received for the four listed properties. Bids for more than the total judgment amounts were received for two of the properties. The other two bids offered ranged from 60% to 70% of the respective judgment amounts. All four bids were approved by the District through the Board of Trustees at their June 20, 2002 regular meeting.

Two of the of the bids involving property that had taxes due to Williamson County were for less than the total amount. These are identified as Item numbers 2 and 4 on the attached sheet.

Enclosed are originals of the proposed deeds on the two properties for you to execute if the county is willing to agree to the sale. Once you have had the deeds executed for each property and the signatures notarized, please return them to me for delivery to the purchaser.

Thank you for your cooperation and assistance in this matter. Please let me know if you have any questions or comments concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian E. Brown". The signature is fluid and cursive, with the first name "Brian" being more prominent.

Brian E. Brown
Attorney

Enclosures:

- List of high bids
- Tax Resale Deeds

cc: Forrest C. Child, Jr., T.A.C.
Round Rock ISD
1311 Round Rock Ave.
Round Rock Texas 78681

ROUND ROCK INDEPENDENT SCHOOL DISTRICT
JUNE 6, 2002 SEALED BID AUCTION
HIGHEST BIDS RECEIVED

Item	Legal description	2001 CAD Value	Judgment Amount	Highest Bid Received	High Bidder's Name & Address
1	NE 50' of Lot 12, Block 8, Revised Northridge Acres	\$14,916	\$1,497.00	\$2,000.00	Jimmy Joseph, 2410 Messick Loop West, Round Rock Texas 78681
2	Lot 1B, Block A, Replat of Summit Plaza	\$46,850	\$10,989.00	\$7,400.00	Eagle Investment Co., PO Box 933, Wimberly Texas 78676
3	Lot 1-A, Blk. 1, Windy Park Sec. 2	\$15,000	\$1,584.00	\$6,100.00	RJP Southern Comfort Homes, Inc., PO Box 125, Pflugerville Texas 78691
4	0.2755 acre, aka Part of Lot 17, Merrill Addition	\$20,000	\$10,457.00	\$6,500.00	RJP Southern Comfort Homes, Inc., PO Box 125, Pflugerville Texas 78691

Count did not approve

Approved 7-02-02
John C. Daugherty

app

app

TAX RESALE DEED

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

X

That **ROUND ROCK INDEPENDENT SCHOOL DISTRICT, TRUSTEE**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of its governing body and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$6,500.00 cash in hand paid by

**RJP SOUTHERN COMFORT HOMES, INC.
PO BOX 125
PFLUGERVILLE TEXAS 78691-0125**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 95-289-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

0.2755 ACRE, MORE OR LESS, SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, BEING MORE PARTICULARLY DESCRIBED AS TRACT 1, IN VOLUME 1810, PAGE 13, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenants, conditions and restrictions:

- (a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF Round Rock Independent School District has caused these presents to be executed this _____ day of _____, 2002.

BY: _____
Steven Copenhaver, President
Board of Trustees
Round Rock Independent School District

STATE OF TEXAS X

COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Steven Copenhaver, President, Board of Trustees, Round Rock Independent School District, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2002.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF Williamson County has caused these presents to be executed this
_____ day of _____, 2002.

BY: John C. Doerfler 7-02-02
John C. Doerfler
County Judge
Williamson County
in att #1
JCD

STATE OF TEXAS

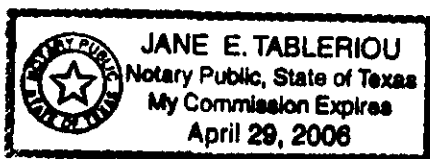
X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared John C. Doerfler, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2 DAY OF
July, 2002.



Jane E. Tableriou
Notary Public, State of Texas
Commission Expires: 4/29/06

IN TESTIMONY WHEREOF City of Round Rock has caused these presents to be executed this _____ day of _____, 2002.

BY: _____
Nyle Maxwell
Mayor
City of Round Rock, Texas

STATE OF TEXAS X

COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Nyle Maxwell, Mayor, City of Round Rock, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2002.

Notary Public, State of Texas
Commission Expires: _____

TAX RESALE DEED

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

X

That **ROUND ROCK INDEPENDENT SCHOOL DISTRICT, TRUSTEE**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of its governing body and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$7,400.00 cash in hand paid by

**EAGLE INVESTMENT COMPANY
PO BOX 933
WIMBERLY, TEXAS 78676**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 97-398-T368, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**LOT 1-B, BLOCK "A" OF THE REPLAT OF LOT 1, BLOCK A, AMENDED PLAT OF
SUMMIT PLAZA, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT
CABINET K, SLIDE 140, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenants, conditions and restrictions:

- (a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF Round Rock Independent School District has caused these presents to be executed this _____ day of _____, 2002.

BY: _____
Steven Copenhaver, President
Board of Trustees
Round Rock Independent School District

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared Steven Copenhaver, President, Board of Trustees, Round Rock Independent School District, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2002.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF Williamson County has caused these presents to be executed this
_____ day of _____, 2002.

BY: John C. Doerfler 7-02-02
John C. Doerfler *sa. itm #1*
County Judge *jsa*
Williamson County

STATE OF TEXAS

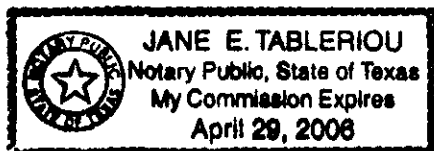
X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared John C. Doerfler, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2 DAY OF
July, 2002.



Jane E. Tableriou
Notary Public, State of Texas
Commission Expires: 4/29/06

IN TESTIMONY WHEREOF City of Round Rock has caused these presents to be executed this _____ day of _____, 2002.

BY: _____
Nyle Maxwell
Mayor
City of Round Rock, Texas

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared Nyle Maxwell, Mayor, City of Round Rock, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2002.

Notary Public, State of Texas
Commission Expires: _____

AGENDA ITEM 29

Consider approving list of equipment to be purchased from Law Enforcement grant from 2002.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the list of equipment to be purchased from 2002 Law Enforcement Grant.

Vote: 5 - 0

< Attachment >

**MEMORANDUM****Williamson County Sheriff's Office
*Administration***

TO: Judge John Doerfler
FROM: John A. Maspero, Sheriff
DATE: June 27, 2002
SUBJECT: Commissioners Court Agenda

I respectfully request to seek the approval of the Commissioners' Court to have the following item placed on the agenda:

Discuss and take appropriate action on the attached list of equipment to be purchased with the Law Enforcement Grant for this year.

Thank you for your attention,


John A. Maspero
Sheriff

approved 7-02-02
John C. Doerfler