

AGENDA ITEM 25

Discuss and take appropriate action on appointment of board members for ESD #4.

Commissioner Boatright stated that Brent Davis and Shane White would replace Wayne Benedict and Angie Nicholson. He requested that this item be put on the agenda again on November 26, 2002 to appoint one more member.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To appoint Brent Davis and Shane White to serve on the Emergency Services District #1 Board.

Vote: **3 – 0 - 1. Commissioner Limmer abstained from the vote.**

AGENDA ITEM 26

Discuss and take appropriate action on considering making 2 appointments to a committee to negotiate the provision of services after the annexation of the Anderson Mill Estates subdivision with the City of Austin as required by the Local Government Code §43.0562.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To appoint John Koleng and Richard Yax to a committee to negotiate the provision of services after the annexation of the Anderson Mill Estates Subdivision with the City of Austin.

Vote: **4 - 0**

< Attachment >

November 1, 2002

Dear Property Owner:

On December 2001, the City of Austin added the Anderson Mill Road Annexation Area to its Municipal Annexation Plan. A map of the area is attached to this letter.

In February 2002, property owners in the area were sent a letter informing them that their property had been included in the Municipal Annexation Plan (MAP) and describing the three-year MAP process.

In August 2002, two annexation public hearings were held including one in the immediate vicinity of the annexation area. Property owners were sent a letter informing them of the hearings.

At this point in the MAP process, the commissioners of Travis and Williamson counties are to appoint five representatives of the area to negotiate an annexation service plan. Because most of the area is in Travis County, Travis County gets three negotiators and Williamson County gets two. The service plan negotiation process takes between four and six months and will begin in January 2003. If approved by the Austin City Council, annexation will take place in December 2004.

Travis County appointed their three negotiators on October 29, 2002. Williamson County Commissioners Court has yet to appoint their two representatives. If you are interested in serving as a negotiator please call me at 974-2695 or e-mail me at ben.luckens@ci.austin.tx.us. If no one in the neighborhood volunteers the Williamson County Commissioners Court will have to appoint someone from outside the neighborhood to represent you.

For additional information please call Ben Luckens at 974-2694 or Virginia Collier at 974-2022. Additional information is also on the City website: www.ci.austin.tx.us/annexation

Ec: Kathy Grimes
Administrative Assistant
Williamson County Commissioner #2
kgrimes@wilco.org

Kathy Grimes

From: Ben.Luckens@ci.austin.tx.us
Sent: Wednesday, November 06, 2002 12:27 PM
To: KGrimes@wilco.org
Cc: jkoleng@yahoo.com; ryax@austin.rr.com
Subject: Negotiators

Hi Kathy,

Two residents of the Williamson County portion of Anderson Mill Road Municipal Annexation Plan area contacted me and volunteered to be negotiators. They are:

John Koleng
11113 Alison Parke Trail
Austin, TX 78750
401-0280 home
517-1759 cell
jkoleng@yahoo.com

Richard Yax11116 Sandstone Trail
Austin, TX 78750
512-336-8499 home
512-784-2100 cell
512-241-2118 office
ryax@austin.rr.com <mailto:ryax@austin.rr.com>

The next step is for Williamson County to appoint them as negotiators in accordance with Section 43.0562 (b) LGC. I'd like to have Mr. Koleng and Mr. Yax appointed in November or December so we can start meeting in January.

Call me if you have any questions.

Ben Luckens, AICP
City of Austin
Transportation, Planning & Sustainability Dept.
P.O. Box 1088 Austin, TX 78767
Voice (512) 974-2695
FAX (512) 974-6525

approved 11-19-02
John C. Daefler



City of Austin
Anderson Mill Road Area

City of Austin
Full Purple
Limited P
ETJ

Transportation Planning

AGENDA ITEM 27

Discuss and take appropriate action on contract with Premiere Network Services for the County's telephone service.

ITS Director Jay Schade addressed the court, stating that Premiere Network Services will be giving the County a 35% discount from standard telephone company rates, and will work with ITS to save the County money in other areas of service.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the contract with Premiere Network Services for the County's telephone service.

Vote: 4 - 0

< Attachment >

MASTER SERVICES AGREEMENT
between
PREMIERE NETWORK SERVICES, INC.
and
WILLIAMSON COUNTY

THIS CONTRACT CONTAINS A MANDATORY ARBITRATION CLAUSE

SERVICES AGREEMENT

THIS AGREEMENT, dated as of _____ (the "Effective Date"), is by and between Premiere Network Services, Inc., a Texas corporation ("Premiere") and Williamson County ("Williamson County").

Based on the mutual covenants and agreements contained in this agreement, and the good and valuable consideration that is exchanged, the Parties agree as follows:

I. AGREEMENT AND TERM

- I.1. Agreement. Premiere agrees to arrange and furnish to Williamson County local exchange telephone service at a discount from the incumbent local exchange carrier, and Williamson County agrees to purchase such service for the term of this Agreement. In addition, the Parties may supply optional services to each other, as provided below.
- I.2. Term. The term of this Agreement will commence on the Effective Date, and, unless extended or earlier terminated in accordance with the provisions of this Agreement, will end on the third (3rd) year anniversary of the Effective Date.

II. PREMIERE RESPONSIBILITIES

- II.1. Premiere Basic Responsibilities. For the term of this Agreement, Premiere will perform the following services for Williamson County:
 - II.1.1 Analyze Williamson County current bills from Texas Incumbent Local Exchange Companies ("ILECs"), to determine all services, features and elements ("Current Services") that Williamson County is currently obtaining from such ILECs.
 - II.1.2 Order from such ILECs the same Current Services, and supply such services at the discount calculated in Appendix A. Premiere may provide Current Services through the use of unbundled network elements, colocated equipment, or other interconnection methodologies, provided that: