

**AGENDA ITEM 24**

Consider appointment of an additional member to the RMA Board.

**Commissioner Limmer** stated that after interviewing applicants, the consensus of the committee is to approve the appointment of Mike Robinson to the RMA Board.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the appointment of Mike Robinson to the RMA Board.

Vote: 5 – 0

**AGENDA ITEM 25**

Consider approving Victims Assistance Grant Resolution (VOCA Grant).

No action was taken on this agenda item which will be added to February 4, 2003 agenda.

**AGENDA ITEM 26**

Consider approving appointments to ESD Board #6.

**Commissioner Hays** asked the court to appoint Mary Sue Smith, Lou Harper and Don Richmond to ESD #6.

Moved: **Commissioner Hays**

Seconded: **Commission Limmer**

Motion: To approve appointments of Mary Sue Smith, Lou Harper and Don Richmond to ESD #6.

Vote: 5 - 0

< Attachment >

WEIR VOLUNTEER FIRE DEPARTMENT  
P.O. BOX 266  
WEIR, TEXAS 78674

December 28, 2002

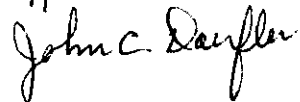
Mr. David Hays  
Williamson County Commissioner  
Precinct 3  
1900 Innerloop  
Georgetown, TX 78626

Dear Commissioner Hays,

Due to personal and business commitments, at this time I am unable to fulfill my responsibilities serving on the Weir Volunteer Fire Department ESD Board # 6. Please accept my resignation effective immediately. I recommend that Mary Sue Smith, a Weir resident, be approved to replace my position on the board.

Sincerely,

  
W.C. "Bill" Frymire

approved 1-28-03  


WEIR VOLUNTEER FIRE DEPARTMENT  
P.O. BOX 266  
WEIR, TEXAS 78674

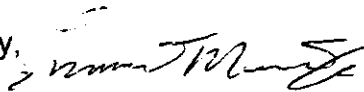
December 28, 2002

Mr. David Hays  
Williamson County Commissioner  
Precinct 3  
1900 Innerloop  
Georgetown, TX 78626

Dear Commissioner Hays,

Due to personal and business commitments, at this time I am unable to fulfill my responsibilities serving on the Weir Volunteer Fire Department ESD Board # 6. Please accept my resignation effective immediately. I recommend that Lou Harper, a Weir resident, be approved to replace my position on the board.

Sincerely,



Emmett Mireles

approved 1-28-03  
John C. Daehler

WEIR VOLUNTEER FIRE DEPARTMENT  
P.O. BOX 266  
WEIR, TEXAS 78674

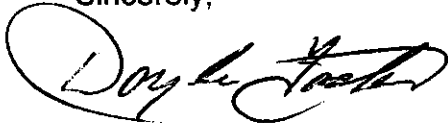
December 28, 2002

Mr. David Hays  
Williamson County Commissioner  
Precinct 3  
1900 Innerloop  
Georgetown, TX 78626

Dear Commissioner Hays,

Due to personal and business commitments, at this time I am unable to fulfill my responsibilities serving on the Weir Volunteer Fire Department ESD Board # 6. Please accept my resignation effective immediately. I recommend that Don Richmond, a Weir resident, be approved to replace my position on the board.

Sincerely,

  
Doyle Foster

*approved 1-28-03*  
*John C. Daefler*

*NOT ACTIVE*

**AGENDA ITEM 27**Consider approving one time only blading of Pickett Lane off CR 284. Pct. #2Moved: **Commissioner Boatright**Seconded: **Commissioner Limmer**

Motion: To approve one time only blading of Pickett Lane off CR 284. Pct. #2

Vote: 5 - 0

&lt; Attachment &gt;

January 5, 2003

To: Commissioner Greg Boatright, Precinct 2, Williamson County, Texas

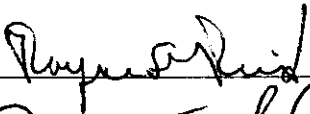
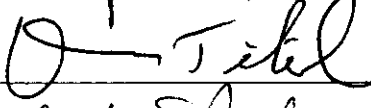
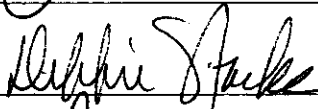

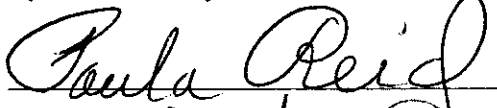

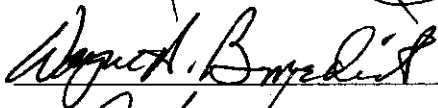
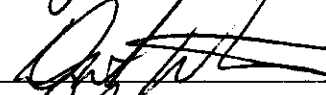
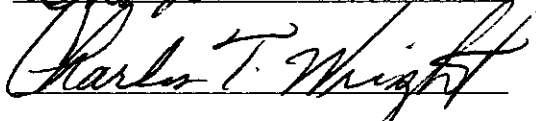

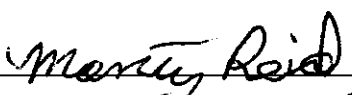

From: Property Owners on Pickett Lane, Williamson County, Texas

Dear Commissioner Boatright,

The undersigned property owners on Pickett Lane, off of C.R. 284, hereby request the emergency blading of Pickett Lane to facilitate the passage of emergency vehicles to the residents' properties located on Pickett Lane and Ivy Drive in Williamson County. The last time this service was performed was approximately ten (10) years ago.

The Commissioner's Court consideration of this matter would be greatly appreciated by all parties concerned.

We are respectfully:

	_____
	_____
	_____
	_____
	_____
	_____
	_____
	_____
	_____
	_____
	_____
	_____

approved 1-28-03  
John C. Daefler

**AGENDA ITEM 28**

Discuss and take appropriate action on road bond program.

Paul Petrich discussed issues regarding the Georgetown Inner Loop East/SH 29 intersection.

Judge Doerfler asked URS Superintendent Greg Bergeron to address the court concerning overtime issues for road inspectors. Judge Doerfler requested that Mr. Bergeron come back to the court to request more funding when necessary.

**AGENDA ITEM 29**

Consider approving professional services agreement with Broaddus & Associates for grant funding assistance services for Sheriffs Office.

Sheriff Maspero mentioned that this has been reviewed and the money has been approved by a line item transfer.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve professional services agreement with Broaddus & Associates for grant funding assistance services for Sheriffs Office.

Vote: **5 - 0**

< Attachment >

**AGREEMENT**  
**between**  
**OWNER AND CONSULTANT**  
**for**  
**PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of \_\_\_\_\_, 2003, between Williamson County (herein referred to as "Owner") and Broaddus & Associates, Inc. (herein referred to as "Consultant").

The Owner intends to contract with the Consultant for Grant Funding Assistance Services for the Williamson County Law Enforcement Training Facility (herein referred to as "Grant Funding Assistance Services"). The Owner and Consultant, in consideration of the mutual considerations as set forth herein, agree to the terms of this agreement.

The Consultant will provide:

**I. Consultant Basic Services included in the scope of this agreement.**

Broaddus & Associates will work directly with the U.S. House of Representatives and the U.S. Senate on behalf of Williamson County's Fiscal Year '03 Appropriation Request. This engagement will focus on the Offices of key Members of both the House and Senate Appropriations Committees, along with the House and Senate Leadership where and when appropriate. As Broaddus & Associates will communicate with relevant House and Senate Offices on an ongoing basis, we will also establish key meetings in Washington at both the Congressional Member and Senior Congressional Staff level for Williamson County officials. Broaddus & Associates will avail itself at all times in providing updates, along with advice and guidance to Williamson County officials as it pertains to the County's official request for federal funding.

**II. Consultant's Additional Services beyond the basic scope of work included in this agreement.**

**A. Advance Authorization Required**

If authorized in writing by Owner, Consultant shall furnish or obtain from others Additional Services as requested. The Owner, as indicated in Article V -- Payments to Consultant, will compensate the Consultant for any additional services.

**III. Owner's Responsibilities**

**A. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:**

1. Furnish Consultant any other available information pertinent to the Consulting Service.

**IV. Times for Rendering Services**

- A. The Basic Services provided by the Consultant, as included in the scope of this agreement, shall be completed upon the passage of the relevant FY-03 Congressional Appropriation Bill.
- B. Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the Plan through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Consultant's obligations to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- C. If, in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are substantially to be completed are provided, and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If Owner authorizes or requests changes in scope, extent, or character of the Planning Services, the time of performance of Consultant's services shall be adjusted equitably.

**V. Payments To Consultant**

- A. **For Basic Services:** The total compensation for Basic Services shall be a lump sum amount of \$20,000.00 (Twenty thousand dollars). Payment in the full amount of \$20,000.00 will be made upon the passage of the relevant FY-03 Congressional Appropriation Bill.
- B. **For Additional Services:** Owner shall pay Consultant for Additional Services at a lump sum amount to be determined.
- C. **For Reimbursable Expenses:** Owner shall pay Consultant for the following categories of Reimbursable Expenses at actual cost thereof but not to exceed \$2000.00:
  - 1. Travel, lodging, and meal expenses of Consultant personnel while working outside of Williamson County and particularly in Washington, DC. Use of on-site Broadus & Associates personnel in the Washington, DC office will not result in reimbursable expenses.
  - 2. Printing of documents beyond those copies necessary for Owner's review and records and the Consultant's own use.



**D. Other Provisions Concerning Payments**

1. **Preparation of Invoices.** Invoices will be prepared in form mutually agreeable to Owner and Consultant and calculated on the basis set forth herein and submitted to Owner once per month.
2. **Payment of Invoices.** Invoices are due and payable within 30 days of receipt.
3. **Disputed Invoices.** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. **Payment Upon Termination.** In the event of any termination under this Agreement, Consultant will be entitled to invoice Owner and will be paid for all services performed or furnished and Reimbursable Expenses incurred through the effective date of termination.

**VI. General Conditions****A. Termination**

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause**
  - a) By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof, or as such period may be mutually extended.
  - b) **By the Consultant:**

Upon ten (10) days written notice if the Consultant's services for the Grant Funding Assistance Services are delayed or suspended for more than ninety (90) days for reasons beyond Consultant's control.

2. For convenience, by Owner effective upon the receipt of notice by Consultant.

**B. Controlling Law**

This Agreement is to be governed by the laws of the State of Texas.

**C. Dispute Resolution**

1. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to the exercising of their rights under other provisions of this Agreement, or under law.
2. The Owner will decide on an equitable dispute resolution process to be conducted in Williamson County, Texas.

**D. Indemnification**

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's sub-consultants in the performance and furnishing of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, and employees and Consultant's sub-consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and other consultants retained by Owner with respect to this Agreement or the Planning Services.

**E. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), by facsimile, or by commercial-courier service. All notices shall be effective upon the date of receipt.

**F. Survival and Severability**

1. All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.
2. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Williamson County

By: John C. Doerfler 1-28-03

Title: County Judge

Address for giving notices:

710 Main Street

Suite 201

Georgetown, Texas 78626

Designated Representative:

John Maspero

Title: Sheriff

Phone Number: (512) 943-1321

Facsimile Number: (512) 943-xxxx

County Clerk

Nancy E. Rister

Nancy Rister

Phone Number: (512) 943-1515

CONSULTANT:

James A. Broaddus

By: James A. Broaddus Ph.D., P.E.

Title: President

Address for giving notices:

1301 S. Capital of Texas Hwy.

Suite A-302

Austin, Texas 78746

Designated Representative:

James A. Broaddus, Ph.D., P.E.

Title: President

Phone Number: (512) 329-8822

Facsimile Number: (512) 329-8242

E-mail Address:

Broaddus@BroaddusAssociates.com

**AGENDA ITEM 30**

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

Jim Broaddus stated that the concrete on Level 3 of the jail is at the minimal acceptable strength and since it did not meet the original specification there has been a \$50,000 credit agreed to from concrete subcontractor. It will be executed as a deductive change order to the contract. **Commissioner Limmer** mentioned that there will be an additional one year warranty on the concrete on that floor.

There was no action taken on this agenda item.

**AGENDA ITEM 31**

Discuss and take appropriate action on the park advisory committee.

**Commissioner Boatright** stated the grand opening is scheduled for Saturday, February 22, 2003, from 11:00 a.m. to 1:00 p.m.

There was no action taken on this agenda item.

**AGENDA ITEM 32**

Consider accepting dedication deed of 8.79 acres of land in the Charles Cochran Survey, Abstract #134, Williamson County, Texas.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To accept dedication deed of 8.79 acres of land in the Charles Cochran Survey, Abstract #134, Williamson County, Texas

Vote: **5 - 0**

< Attachment >

LAW OFFICE  
**JOE B. MCMASTER**  
ATTORNEY AT LAW  
120 WEST EIGHTH STREET  
GEORGETOWN, TEXAS 78626

TELEPHONE (512) 863-0531  
(512) 863-2813  
AUSTIN (512) 930-5236

January 16, 2003

FACSIMILE (512) 869-5090

Commissioner Greg Boatright  
350 Discovery Blvd.  
Cedar Park, Texas 78613

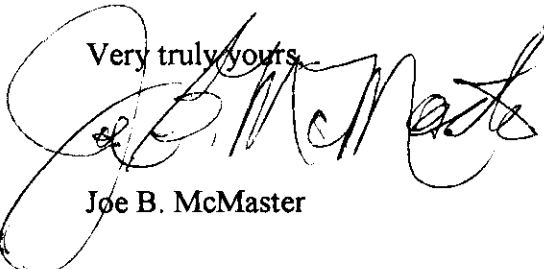
Re: Being 8.79 acres of land in the Charles Cochran Survey  
Abst. No. 134, Williamson County, Texas

Dear Commissioner Boatright:

Enclosed is the recorded deed signed by Joseph Norris Wiley, Richard Allen Wiley, and Patricia Young Loftis conveying title to the 8.79 acres in the Cochran Survey to Williamson County. You will recall that we discussed this dedication a few months ago and then you checked it out with Mr. Rye, Assistant County Attorney. Please deliver this to the appropriate person for safekeeping.

If you have any questions please let me know.

*approved 1-28-03*  
*John C. Daefler*

Very truly yours,  
  
Joe B. McMaster

JBM:lk

Enclosure

cc: Joe Wiley  
Richard Wiley  
Patricia Loftis

**Kathy Grimes**

---

**From:** Kathy Grimes  
**Sent:** Wednesday, January 22, 2003 12:14 PM  
**To:** Wendy Coco  
**Subject:** Agenda Item for Jan. 28th, 2003

Wendy,

Please place on the agenda to consider and accept dedication deed of 8.79 acres of land in the Charles Cochran Survey, Abst. No. 134, Williamson Co., Texas. I am faxing over the back-up information shortly.

Thanks.

Kathy Grimes

*approved 1-28-03  
John C. Dayler*

DEED DEDICATION

STATE OF TEXAS

\*

\* KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

\*

THAT WE, JOSEPH NORRIS WILEY, RICHARD ALLEN WILEY, and PATRICIA YOUNG LOFTIS, have GIVEN, GRANTED AND CONVEYED, and by these presents do GIVE, GRANT AND CONVEY unto WILLIAMSON COUNTY, all of the following property to-wit:

Being 8.79 acres of land located in the C. Cochran Survey, Abstract No. 134, Williamson County, Texas, and referenced by the Williamson County Appraisal District as XREF.ID R-17-W013-4000-0024-A002, AW0134 COCHRAN, C. SUR., ACRS 8.79, Record #R084577.

It is the intention of Grantors to convey all their rights, titles and interest in and to any land described in the E. E. Wiley, et ux to Tom Wiley deed dated April 10, 1926 and recorded in Volume 223, Page 636, Deed Records of Williamson County, Texas and reference to such instrument and its record is hereby made for incorporation by reference and also any interest they own in any tract or tracts adjoining or adjacent to such tract, strictly conditioned upon Grantors presently being vested with title to such land.

This conveyance is made and delivered to Grantee who assumes responsibility for all ad valorem taxes for the year 2001 and all subsequent years assessed against the property conveyed. This conveyance is also subject to all restrictions, covenants, any outstanding royalty and mineral reservation, conditions and easements of record affecting said property, and any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities affecting said property.

Grantors intend for this document to cover the tract described and other land lying adjacent to such tract, if any.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belong, unto the said Grantee, its



successors and assigns forever. Grantors make this conveyance without warranty, express or implied, including, but not limited to the matter of public road access, which this property does not have.

EXECUTED this 17 day of December 2002.

Joseph Norris Wiley  
JOSEPH NORRIS WILEY

Richard Allen Wiley  
RICHARD ALLEN WILEY

Patricia Young Loftis  
PATRICIA YOUNG LOFTIS

STATE OF NEW YORK \*

COUNTY OF \*

This instrument was acknowledged before me this 17 day of December 2002, by Joseph Norris Wiley.

WENDY PAUL  
Notary Public, State of New York  
No. 01PA6009045  
Qualified in Nassau County  
Commission Expires June 22, 2016

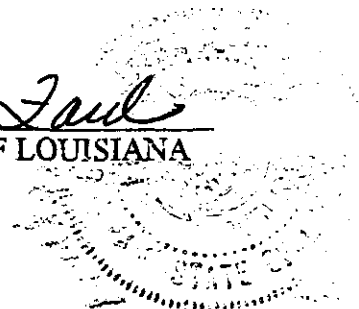
Wendy Paul  
NOTARY PUBLIC, STATE OF NEW YORK

STATE OF LOUISIANA \*

Parish  
COUNTY OF LAFAYETTE \*

This instrument was acknowledged before me this 30th day of December 2002, by Richard Allen Wiley.

Cora M. Saul  
NOTARY PUBLIC, STATE OF LOUISIANA



STATE OF TEXAS \*

COUNTY OF Travis \*

This instrument was acknowledged before me this 26 day of Dec.,  
2002, by Patricia Young Loftis.



Larry Ekins  
NOTARY PUBLIC, STATE OF TEXAS

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

01-13-2003 03:26 PM 2003003155  
ANDERSON \$13.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

② Joe McMaster

**AGENDA ITEM 33**

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.07 consultation with attorney.)

The scheduled Executive Session was canceled.

No action was taken on this agenda item.

**AGENDA ITEM 34**

Discuss and take appropriate action on real estate.

No action was taken on this agenda item.

**AGENDA ITEM 35****Comments from Commissioners**

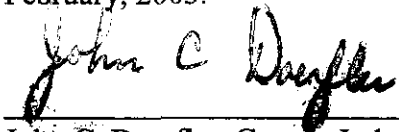
**Commissioner Heiligenstein** mentioned that this Friday, January 31, at 9:00 a.m. there will be a Clean Air Force Coalition meeting at the Austin airport training center. This meeting is to roll out an early action plan and request for public input.

**Commissioner Boatright** stated that that we still have the 50% interest over \$1.25 on land in Ryan's Crossing.

**Commissioner Limmer** mentioned that the RMA meeting will be held Wednesday, January 29, 2003 at 9:00 a.m. at the La Frontera Marriott.

**COMMISSIONERS' COURT ADJOURNED AT 10:25 A.M. ON TUESDAY, JANUARY 28, 2003.**

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 149, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 4th day of February, 2003.



John C. Doerfler, County Judge

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

By:   
Deputy Clerk