

AGENDA ITEM # 22

April 1, 1997

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Discuss and take appropriate action on modifying agreement with the Wallace Group.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To appoint committee of Hugh Bender, Joe England, Kathy Riedel and Emily Stluka to review contract and recommend to the court whether the contract should be continued or discontinued.

Vote: Motion carried 5 - 0

< Clerk copy here >

March 12, 1997

Memo  
From Cathy  
Re: Wallace Group contract

#1  
COPY TO COMMISSIONER X4  
3/21/97  
Aug 10 1997  
4/1/97  
VOL 0087 PAGE 711

Several months ago, June Lykes with the Wallace Group presented a proposal to the Court to provide a map of the county with overlays that provided various information such as city limit boundaries CCN's, population projections, etc. The Court authorized spending \$7500 on this mapping project. When we received a copy of Wallace's proposed contract, concerns were expressed by County staff persons familiar with these mapping issues. Evidently, much of what the Wallace Group is agreeing to provide us under this contract is information that we already possess.

At your request, I researched this proposal and asked knowledgeable staff to make suggestions as to what information we need, find out what we have and to make recommendations as to how the project from the Wallace Group could be beneficial to the County. Joe England set up a meeting with Pam Orr, the GIS/mapping manager with the appraisal district, Hugh Bender, assistant director of planning with the City of Round Rock, Emily Stulka and representatives from Cedar Park, Georgetown, and CAPCO. The consensus at this meeting with regard to the proposed contract was that while the county and other governmental entities in the county have most of the data that Wallace proposes to provide, no one has compiled this data in one place. The mapping folks agreed that the provisions of Attachment A would be most beneficial IF this data was overlaid on the same base map that ALL of these agencies use.

Evidently, Wallace intends to overlay the data on an unrectified photograph. If the data is simply overlaid on such a photo, it will be of marginal use to the staff and its use to the Court will be limited. The mapping folks recommend that we use maps provided by the Texas Digital Ortho Quarter Quad Project(DOQQ's) These are the photos which the appraisal district, 911 addressing, our engineer and these other entities use. These photos can be provided to Wallace at no cost. If the Wallace group would use this base, then the data they provide will have value and applicability; further, it will be a tool we can use in the future whereby staff can input additional data and update these maps in-house.

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Bottom line-- governmental agencies and departments in the county have most of the information that Wallace wants to provide us. Basically, this is an information compilation and merging project. This compilation will be useful to us, I am told, if the data is compiled on the same base used by these different agencies.

I spoke with Mr. Lykes yesterday. He said that he believed that the technical staff was trying to kill the project. He emphasized that he wants these maps to be a planning tool. They will not be accurate, <sup>but</sup> they will provide rough estimations of these boundary lines. He wants to provide the Court with a visual aid and, hopefully, in the process, land a planning consulting deal.

I have attached suggested revisions to the contract submitted by Wallace. These suggestions are made as to the substance matter of the contract, no legal analysis has been made nor is any intended. I will only say that their "fine print " page is hooey and should not be included. and I will also say that some of their language is vague and problematic. Let me know if you would like me to do anything further on this matter.

Cathy

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The Wallace Group, Inc.  
Engineers • Architects • Planners • Surveyors

P. O. Box 22007  
Waco, Texas 76702  
(817) 772-9272

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into at \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by and between Williamson County \_\_\_\_\_, hereinafter called "Client,"  
and THE WALLACE GROUP, INC., a Texas Corporation, hereinafter called "Engineer," is as follows:  
The Client engages Engineer to perform professional services for a project known and described as  
Williamson County - Planning, hereinafter called the "Project."  
The Client and Engineer, for mutual consideration hereinafter set forth, agree as follows:

A. Engineer agrees to provide and perform certain professional services for Client upon the  
Project as follows:  
See Attachment "A"

B. Period in which services are to be rendered:

February 1, 1997 - April 30, 1997

C. Client's responsibility shall be as follows:  
Participate in Planning Effort →

(should be  
deleted - what planning  
effort?)

D. Client agrees to pay Engineer as compensation for its services as follows:  
\$7,500.00

In WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon  
the terms, conditions, and provisions above stated, and on the reverse side hereof, the day and  
year first above written.

THE WALLACE GROUP, INC.

(CLIENT)

By Nena Ollaca  
Title Corp. Sec.

By \_\_\_\_\_  
Title \_\_\_\_\_

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STANDARD PROVISIONS OF AGREEMENT  
FOR PROFESSIONAL SERVICES

The Client and Engineer agree that the following provisions shall be part of their agreement.

1. Neither the Client nor Engineer shall assign its interest in this agreement without the written consent of the other.
2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late or slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
3. In the event that any changes are made in the work performed hereunder, by the Client or persons other than Engineer, which affect Engineer's work, any and all liability arising out of such changes is waived as against Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.
4. Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any data, reports, plans or drawings not signed by Engineer.
5. All tracings, survey notes, and other original documents are instruments of service and shall remain the property of Engineer, except where by law or precedent these documents become public property.
6. Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon Engineer, other than for professional errors and omissions, will be limited to \$1,000,000. For any damage on account of any error, omission or other professional negligence Engineer's liability will be limited to a sum not to exceed \$50,000 or Engineer's fee, whichever is greater.
7. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.
8. All invoices not paid within 30 days are subject to the following schedule: Interest of 1 1/2% per month shall be payable on any amounts not paid within 30 days.
9. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. In the event all or any portion of the work prepared or partially prepared by Engineer is suspended, abandoned, or terminated, the Client shall pay Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
11. Any Opinion of the Construction Cost prepared by Engineer represents his judgement as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or marketing conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.
12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.
13. In the performance of its professional services, Engineer will use that degree of care and skill ordinarily exercised upon similar conditions in similar localities and no other warranties, expressed or implied, are made or intended in any of Engineer's proposals, contracts or reports. The Client agrees to defend, indemnify and hold Engineer, its consultants, agents, directors, officers and employees, harmless from any and all claims, damages, losses, expenses and liability, real or alleged, in connection with the performance of work on this project, excepting liability causes by the sole negligence of Engineer.

14. For services involving or relating to hazardous materials, it is further agreed that the Client shall indemnify, defend and hold harmless Engineer and its consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct and indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by Engineer, or claims against Engineer arising from the work of others, related to hazardous materials to the fullest extent permissible by law, regardless of any action or omission (active, passive or comparative negligence included) on the part of Engineer. The above indemnification provision extends to claims against Engineer which arise out of, are related to, or are based upon, the actual alleged or threatened discharge, dispersal, release, saturation or escape of pollutants, and any directive to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids or alkalis, chemicals and waste.

15. It is further agreed that the Client shall indemnify and hold harmless Engineer and its consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct and indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by Engineer, or claims against Engineer arising from the work of others, related to asbestos activities, to the fullest extent permissible by law, regardless of any action or omission (active, passive or comparative negligence included) on the part of Engineer. "Asbestos activities" means any specification of, other use of, or exposure to material or process containing asbestos, failure to detect the existence or proportion of asbestos in a product, material or process and the performance or failure to perform abatement, replacement or removal of a product, material or process containing asbestos.

16. In the event Client fails to pay Engineer within thirty (30) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of Engineer under this agreement terminated upon five (5) days written notice. This agreement may be terminated by either Client or Engineer upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of the agreement. Client expressly agrees to hold Engineer harmless from any liability arising out of Engineer's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement, Client shall then promptly pay Engineer for all of the fees, charges and services performed by Engineer in accordance with the compensation arrangement under this agreement or on an agreed hourly basis.

17. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expense witness fees and court costs, and attorney's fees shall be paid to the prevailing party.

18. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

19. Engineer will be totally indemnified on all certifications which are required to be signed on behalf of the client during the course of the project.

20. Services provided within this agreement are for the exclusive use of the Client.

21. The Client acknowledges that it has secured legal rights in the property upon which the project will be built or that such right will be secured by \_\_\_\_\_. 19 \_\_\_\_\_. The Client further acknowledges that non-payment of fees owed under this agreement will result in a mechanics lien being placed on the property upon which the project is/will be located.

22. There are no understandings or agreements except as herein expressly stated.

23. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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revised

## ATTACHMENT "A"

maps

The Wallace Group will develop a series of ~~maps~~ based upon the Texas Digital Ortho Quarter Quad Project ~~that~~ ~~will be provided to Williamson County by CAPCO~~ computerized base maps which will contain the following:

- A. Areas of City Limits, ETJ's, MUD boundaries within the County. This information will provide for the visual understanding of the areas of control and responsibility for the various levels of governments within the County.
- B. ~~Place the~~ Areas which have been granted water, sewer, telephone, *natural gas*, and electrical utility State Certificates of Convenience and Need (CCN) on the base maps. This will provide for the visual understanding of areas that do and do not have service. (add \_\_\_\_\_)
- C. Compile a matrix of population projections made by and being used by "define standard" the Austin Transportation Study" various planning agencies. Make population projections and forecast areas of growth which reflect the population projections. This information will provide for the basis of analysis of adequacy of services to all areas within the County.
- D. ~~Place~~ roadway designations on the base maps by areas of Governmental unit responsible for maintenance and capitol improvement. (ie. TXDOT, County)
- E. Environmental ~~Issues~~ *Recharge Zones* (Edwards Recharge Zones, Karst Features, Viero/Warbler Habitat)
- F. Utility Issues (Major Collector/Distribution Lines, Treatment Facilities)
- G. Public Safety Issues (Police and Fire Stations, Hospitals)
- H. Potential Highway Locations (SH 45, SH 130, US 183A)
- I. Floodplains
- J. Parks *locations*
- K. School ~~Issues~~ (Elementary, Middle, High, University and their related service boundaries)
- L. Major Employers (Dell, McNeil, Power Computing, etc)

Information contained of the above will be utilized to develop a prioritized list of issues which will be included in the planning effort. Items which will be prioritized for an in depth planning review (not part of this proposal) are: housing, street/roadway inventory, water system (network and supply), sewer system (network and supply), and other areas determined by the county. After these areas are prioritized and the needs for study clearly outlined, methods of financing the planning efforts can be explored with State, Regional, and local providers. As you know, planning funds are available from the Texas Water Development Board, the Department of Housing and Community Affairs, and possibly other State Agencies through the development of grant applications.

The Engineer shall provide the Client with a digital copy of the ~~maps~~ *maps* in a Microstation (.DGN) format.

(ie prop. shd belong to us)

AGENDA ITEM # 23

April 1, 1997

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Discuss and take appropriate action on waiving penalty and interest on certain property tax accounts.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve waiving penalty and interest on certain property tax accounts.

Vote: Motion carried 5 - 0

< Clerk copy here >

**Deborah M. Hunt, CTA**  
**Williamson County Tax Assessor/Collector**  
 P.O. Box 449  
 Georgetown, TX 78627  
 (512) 930-4301  
 Fax (512) 930-3226

# MEMORANDUM

Date: March 27, 1997

To: Members of the Commissioners Court

From: *DMH*  
 Deborah M. Hunt, CTA  
 Tax Assessor/ Collector

Subject: Waiver of Penalty & Interest

In accordance with Section 33.011 of the Texas Property Tax Code, "The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency." Therefore, I am requesting that the Court waive penalty and interest on the following paid accounts:

Account#	Name	1996 P & I amt.	Description
R334110	Kenneth G. Keels	\$ 6.56	WCAD placed incorrect name and address on account from deed records
R098320	Wilford E. Beal	16.78	WCAD substantial error/ARB case
R334003	Dorothy Smith	50.18	Paid taxes timely on incorrect account due to WCAD name and address error
1995 P& I amt.			
R082968	Southwest Prime	100.80	Tax Office indicated incorrect amount due on statement WCAD name/address error
R082967	Gattis School Rd.	164.47	
R108665	Joint Venture	258.97	

*approved 4-1-97*  
*John C. Daugherty*

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