

AGENDA ITEM # 8**August 18, 1998**

*

Consider granting final plat approval to West Ridge Subdivision, Section 3.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To grant final plat approval to West Ridge Subdivision, Section 3.

Vote: Motion carried 3 - 1 with Commissioner Mehevec voting against the motion.

AGENDA ITEM # 9**August 18, 1998**

*

Consider approving vacation of 0.026 acre portion of right-of-way along Block House Drive.

County Engineer Joe England advised in the 1980's proposed Block House Drive alignment right-of-way was dedicated to the county along with tangent intersections. Over the years these proposed intersections have been revised and the right-of-way is no longer needed. The requested vacation is required basically for drive way cuts.

Commissioner Boatright requested the vacation document be filed in the real property records of the Williamson County Clerk.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve vacation of 0.026 acre portion of right-of-way along Block House Drive.

Vote: Motion carried 4 - 0

< Clerk copy here >

VACATION OF RIGHT-OF-WAY

DOCH 9848015

THE STATE OF TEXAS §
THE COUNTY OF WILLIAMSON §

WHEREAS, Block House Venture, as the owner of that certain 341.476 acre tract of land in the S. J. Dover Survey, Abstract No. 168, situated in Williamson County, Texas, conveyed by deed recorded in Volume 1220, Page 770 of the Deed Records of Williamson County, Texas, did heretofore Grant, Convey and Dedicate to Williamson County, Texas, that certain 6.751 acre tract of land for the purpose of public right-of-way, known locally as Block House Drive, per Right-of-Way Dedication instrument recorded in Volume 1473, Page 917 of the Deed Records of Williamson County, Texas, and

WHEREAS, Milburn Investments, Inc. is now the owner of those certain lands adjacent to said 6.751 acre Right-of-Way Dedication, per deed recorded in Document No. 9557956 of the Deed Records of Williamson County, Texas, and

WHEREAS, Milburn Investments, Inc. has provided for alternative access to Block House Drive by virtue of the plat of Block House Creek Phase F, Section One, and such alternative access has eliminated the need for a 0.026 acre portion of said Block House Drive, and

WHEREAS, the Commissioners' Court of Williamson County, Texas, is now desirous of vacating said 0.026 acre portion of said dedicated right-of-way, which is located along the Southeast side of Block House Drive, and which, by non-use, is no longer needed as right-of-way, to wit:

All of that certain 0.026 acre portion of right-of-way, as described in EXHIBIT "A", attached hereto and made a part hereof for all purposes;

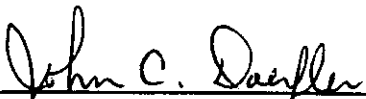
so as to destroy the force and effect of the dedication of said 0.026 acre portion of right-of-way.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, John C. Doerfler, County Judge of Williamson County, Texas, do hereby certify that this instrument, with written Field Notes attached hereto as EXHIBIT "A", having been duly presented to the Commissioners' Court of Williamson County, Texas, and by said Court was duly considered, was on this day approved, and do hereby declare that certain 0.026 acre portion of right-of-way, as described in said EXHIBIT "A", to be vacated.

EXECUTED this the 18th day of August, 19 98, A.D.

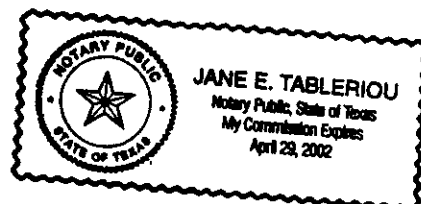
Commissioners' Court of Williamson County, Texas



John C. Doerfler, County Judge,
Williamson County, Texas

This instrument was acknowledged before me on the 18th day of August, 19 98, A.D. by John C. Doerfler, County Judge of Williamson County, Texas.

Jane E. Tableriou
Notary Public in and for
the State of Texas



JANE E. TABLERIOU My Commission expires on 4-29-02
Printed name of Notary

EXHIBIT "A"
PAGE 1 OF 3

**FIELD NOTES FOR 0.026 ACRES OF RIGHT-OF-WAY
TO BE VACATED**

FIELD NOTES DESCRIBING 0.026 acres of right-of-way, in the S. J. Dover Survey, Abstract No. 168, situated in Williamson County, Texas, being a portion of that certain right-of-way know locally as Block House Drive, dedicated to Williamson County, Texas by Right-of-Way Dedication instrument recorded in Volume 1473, Page 917 of the Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the Southeast right-of-way line of Block House Drive, from which an iron pin found at the Southwest corner of that certain 37.52 acre tract of land conveyed to Milburn Investments, Inc., by deed recorded in Document No. 9557956 and the most Westerly Northwest corner of that certain 31.60 acre tract of land conveyed to Block House Municipal Utility District, by deed recorded in Document No. 9557953, bears S14°17'26"W, 249.46 feet and S07°30'24"W, 245.66 feet, for the South corner and POINT OF BEGINNING of the hereinafter described tract, being the Point of Curvature of a curve to the right having a radius of 1054.64 feet and a central angle of 5°10'56".

THENCE along the arc of said curve 95.39 feet, the sub-chord of which bears N23°39'57"E, 95.36 feet to an iron pin set at the Point Curvature of a curve to the left having a radius of 15.00 feet and a central angle of 92°35'28".

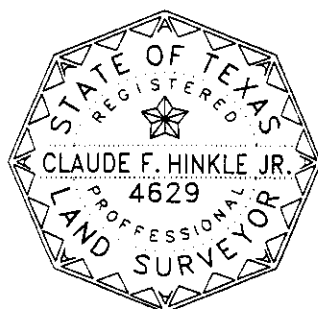
THENCE along the arc of said curve 24.24 feet, the long chord of which bears S20°02'19"E, 21.69 feet to an iron pin set at the Point of Tangency of said curve.

THENCE along the Southeast line hereof, S23°39'57"W, 64.00 feet to an iron pin set at the Point of Curvature of a curve to the left having a radius of 15.00 feet and a central angle of 92°35'28".

THENCE along the arc of said curve 24.24 feet, the long chord of which bears S67°22'13"W, 21.69 feet to the POINT OF BEGINNING of the herein described tract, containing 0.026 acres of land, more or less.

I Claude F. Hinkle, Jr., a REGISTERED PROFESSIONAL LAND SURVEYOR, do hereby certify that these field notes were prepared from existing records, supplemental surveys, and computations made by Austin Surveyors, and are true and correct to the best of my knowledge.

AUSTIN SURVEYORS
P. O. Box 180243
Austin, Texas 78757



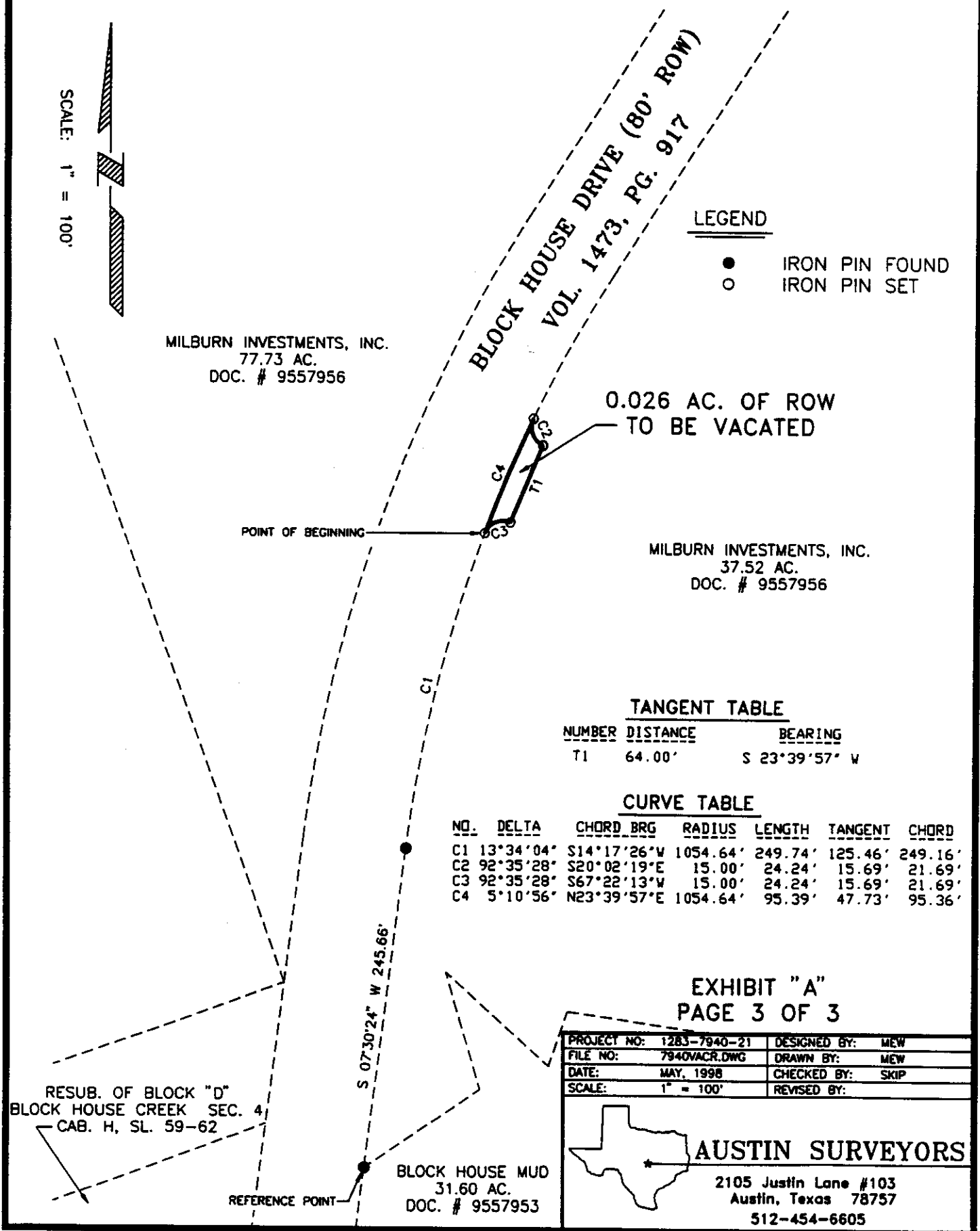
A handwritten signature in cursive script, appearing to read "Claude F. Hinkle, Jr.", written over a horizontal line.

Claude F. Hinkle, Jr.
Registered Professional Land Surveyor No. 4629

6-03-98

Date

SKETCH TO ACCOMPANY FIELD NOTES FOR 0.026 ACRES OF RIGHT-OF-WAY TO BE VACATED



Doc# 9848015

Pages: 5

Date : 08-20-1998

Time : 03:05:25 P.M.

Filed & Recorded in

Official Records

of WILLIAMSON County, TX.

NANCY E. RISTER

COUNTY CLERK

Rec. \$ 17.00

① Hand: (Gene)
Judge Acropolis' office

AGENDA ITEM # 10**August 18, 1998*********Consider approving final plat for Block House Creek, Section F-1.**

County Engineer Joe England advised this plat meets all the county requirements.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve final plat for Block House Creek, **Phase F, Section One.**

Vote: Motion carried 4 - 0

AGENDA ITEM # 11**August 18, 1998*********Consider granting preliminary approval to State Farm Subdivision.**

County Engineer Joe England advised the property is located within the extra territorial jurisdiction of and has been approved by the City of Austin.

Commissioner Boatright requested the developer meet with Commissioner Heiligenstein before presenting final plat for Commissioners Court approval.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To grant preliminary plat approval to State Farm Subdivision.

Vote: Motion carried 4 - 0

AGENDA ITEM # 12**August 18, 1998*********Consider granting final plat approval to Blockhouse Section F, Phase 1.**

No action was taken on this item which is a duplicate of Agenda Item #10.

AGENDA ITEM # 13**August 18, 1998*********Consider granting preliminary plat approval to The Woods of Fountainwood Phase 1A.**

County Engineer Joe England advised this property is located within the extra territorial jurisdiction of and has been approved by the City of Georgetown. It meets Williamson County subdivision requirements and a letter is in hand from Chisholm Trail Special Utility District stating serviceability.

Tom Watts advised these one acre lots are located over the re-charge zone.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To grant preliminary plat approval to The Woods of Fountainwood Phase 1A.

Vote: Motion carried 4 - 0

AGENDA ITEM # 14**August 18, 1998*********Consider granting final plat to Hillcrest Subdivision.**

County Engineer Joe England advised this property is located on US 183 north of the San Gabriel River and he has a letter of credit in hand for construction of the streets and drainage. Chisholm Trail Special Utility District has presented a conditional letter for service to this subdivision.

Commissioner Mehevec discussed the drainage easement noted on the plat being dedicated to the public for right-of-way.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To grant final plat approval to Hillcrest Subdivision.

Vote: Motion carried 3 - 1 with Commissioner Mehevec voting against the motion.

AGENDA ITEM # 15August 18, 1998

*

Consider granting final plat approval to Stone Canyon, Section Five-A.

County Engineer Joe England advised this property is located within the extra territorial jurisdiction of and was approved by the City of Round Rock on August 12, 1998. Luther Tounge has inspected the streets which meet the Williamson County subdivision requirements. Water and waste water will be furnished by the Fern Bluff Municipal Utility District.

Commissioner Hays mentioned the possibility of O'Connor Drive being extended to Parmer Lane with County Road 174 being closed from Oak Brook Subdivision and becoming a greenbelt.

The park has been dedicated to the Fern Bluff Municipal Utility District and when a city annexes the area that city will automatically own the park.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To grant final plat approval to Stone Canyon, Section Five-A.

Vote: Motion carried 4 - 0

AGENDA ITEM # 16August 18, 1998

*

Consider granting final plat approval to Glen Park Subdivision, Section II.

Commissioner Hays requested this item be pulled from the agenda.

AGENDA ITEM # 17August 18, 1998

*

Discuss and take appropriate action on invoice received from Ray Gill for re-bid on Taylor Annex.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To appoint Commissioner Mehevec to discuss \$4,500.00 invoice with Ray Gill and bring recommendation to court.

Vote: Motion carried 4 - 0

< Clerk copy here >



August 6, 1998

The Honorable John Doerfler
Williamson County Courthouse
Second Floor
Georgetown, TX 78626

Attn: Jane

Re: Williamson County Annex, Taylor

Dear Jane:

The enclosed invoice is for the rebid on the Taylor Annex that took place on July 30, 1998.

This is an additional fee and the Commissioner's Court will probably have to amend the contract to reflect this addition.

If you have any questions, please call me.

Sincerely,

Nancy Rolfsen

Enc.

R. GILL & ASSOCIATES
P.O. BOX 217
ROUND ROCK, TEXAS 78680-0217

118 E. MAIN ST. (78664)
(512) 255-7852
FAX (512) 255-5445



ALA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the Twenty-ninth day of August in the year of
Nineteen Hundred and ninety seven.

BETWEEN the Owner: Williamson County Commissioner's Court
(Name and address) Georgetown, Texas

and the Architect: R. Gill & Associates
(Name and address) P.O. Box 217
Round Rock, Texas 78680

For the following Project: Williamson County Annex, Taylor, Texas
(Include detailed description of Project, location, address and scope.)

Office building to accomodate various county activities. The building is to be a maximum of ±17,600 sq. ft., two-story structure located on a site 125' X 270' on Vance Street, Taylor, Texas.

The Owner and Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.5.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

From time to time, the AIA makes minor corrections and clarifications in its documents as they are reprinted. Changes in the 7/88 reprinting of the 1987 edition of B141 were made in Subparagraphs 2.6.1 and 11.3.2. Changes in this 6/92 reprinting were made in Subparagraph 2.6.10 and Paragraph 4.5. See Section C of the Instruction Sheet for a detailed description of these changes.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

- 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5 Providing services relative to future facilities, systems and equipment.
- 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed estimates of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- 1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

- 2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- 3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Zero

shall be made upon execution of this Agreement and credited to the Owner's account at final payment. Dollars (\$) -0-

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

7.5% of the assumed budget of \$1,200,000.00 = \$90,000.00

This fee is based on the above percentage estimate. I propose the fee to be fixed fee of \$90,000.00. The fee will not fluctuate with the cost unless the scope of work is changed.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (15%) <i>Done</i>
Design Development Phase:	percent (20%) <i>Done</i>
Construction Documents Phase:	percent (40%) <i>Done</i>
Bidding or Negotiation Phase:	percent (5%)
Construction Phase:	percent (20%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principal	\$100.00 per hour
Architect II	\$ 75.00 per hour
Architect I	\$ 60.00 per hour
Architect Designer II	\$ 45.00 per hour
Clerical	\$ 35.00 per hour

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and two tenths (1.2) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and two tenths (1.2) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable within ten (10) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

1. Architectural professional liability for errors and omissions shall not exceed the amount of the Architect's contract.
2. Architect's participation in probable construction cost estimate will be done to the best of his ability, but in no way can these costs be considered guaranteed to be more accurate than plus or minus 15% of Contractor's bid.
3. Additional services included in this contract are Section 3.4.1. The fee for this additional service is included in Section 11.2.1.
4. Civil engineering for site grading and site utility design are included as part of this Contract. The owner will be responsible for the on the ground survey and topo. The Architect will coordinate this activity.

The Texas Board of
Architectural Examiners,
333 Guadalupe
Suite 2-350, Austin, Texas 78701
telephone (512) 305-9000
has jurisdiction over individuals licensed
under the Architects' Registration Law.
Texas Civil Statutes, Article 249a.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

John Doerfler, County Judge
(Printed name and title)

ARCHITECT

(Signature)

Ray Gill, Jr., Owner
(Printed name and title)



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B141-1987 10

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4. Civil engineering for site grading and site utility design are included as part of this Contract. The owner will be responsible for the on the ground survey and topo. The Architect will coordinate this activity.

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This Agreement entered into as of the day and year first written above.

OWNER

John E. Doerfler
(Signature)
John Doerfler, County Judge
(Printed name and title)

Ray Gill, Jr.
(Signature)
Ray Gill, Jr., Owner
(Printed name and title)



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AGENDA ITEM # 18**August 18, 1998**

Consider authorizing advertising and setting date to open bids for a vehicle to be purchased by Capitol Area Narcotics Task Force.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To authorize the County Auditor to advertise 10:30 a.m. September 1, 1998, to receive bids for a vehicle to be purchased by Capitol Area Narcotics Task Force.

Vote: Motion carried 4 - 0

AGENDA ITEM # 19**August 18, 1998**

*

Consider authorizing advertising and setting date to open annual bids.

Moved: Commissioner Boatright

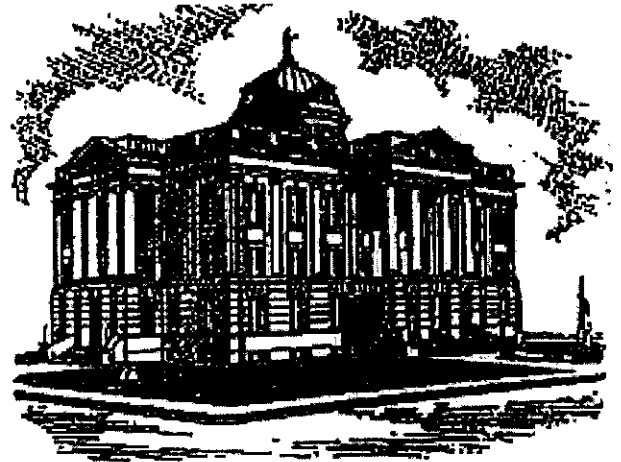
Seconded: Commissioner Hays

Motion: To authorize County Auditor to advertise 10 o'clock a.m. September 3, 1998, to open annual bids in Commissioners Courtroom.

Vote: Motion carried 4 - 0

< Clerk copy here >

**WILLIAMSON COUNTY
JUDGE'S OFFICE
710 MAIN STREET, SECOND FLOOR
GEORGETOWN, TEXAS 78626**

**AGENDA ITEM REQUEST FORM**

REQUESTING DEPARTMENT: Auditor's DATE: 8/11/98

NAME OF REQUESTOR: Jimmy Atkinson

REQUESTED AGENDA DATE: 8/18/98

REQUESTED ITEM(S):

Consider authorizing advertising and
setting date to open annual bids.

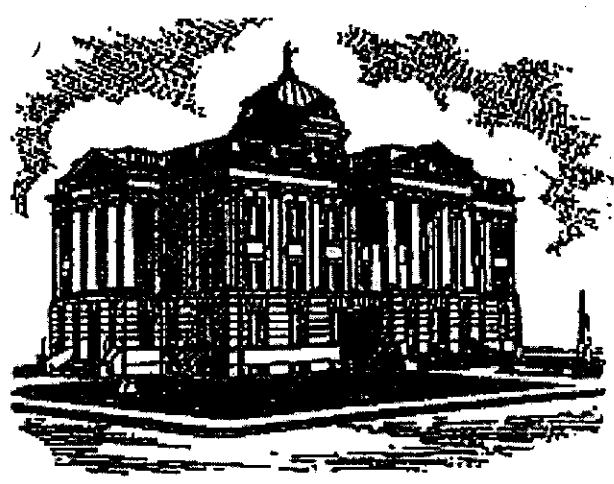
AGENDA ITEM REQUEST DEADLINE - 12 NOON ON THURSDAY

VOL 0099 PAGE 532

Consider extending bid opening for Brushy Creek Road from August 20th to September 10th.

Moved: Commissioner Hays
Seconded: Commissioner Boatright
Motion: To extend bid opening for Brushy Creek Road from 2 p.m. August 20th, to 2 p.m. September 10, 1998.
Vote: Motion carried 4 - 0

**WILLIAMSON COUNTY
JUDGE'S OFFICE
710 MAIN STREET, SECOND FLOOR
GEORGETOWN, TEXAS 78626**



AGENDA ITEM REQUEST FORM

REQUESTING DEPARTMENT: Auditors DATE: 8/12/98
NAME OF REQUESTOR: Jimmy Atkinson
REQUESTED AGENDA DATE: 8/18/98
REQUESTED ITEM(S): _____

Consider extending bid opening for Brushy Creek Road from 8/20 to 9/10.

AGENDA ITEM REQUEST DEADLINE - 12 NOON ON THURSDAY

Consider approving military service credit for Eugene Hutchinson.

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve military service credit for Eugene Hutchinson.

Vote: Motion carried 4 - 0

Memorandum

Date: 8/12/98

To: Judge John Doerfler

From: Kurt Showalter

RE: Application for Military Service Credit

Please find attached an Application for Military Service Credit for Eugene Hutchinson. I am not sure if this was budgeted in the 97/98 budget, however, due to turnover or the amount of time between hiring, there should be sufficient funds to pay for this out of our salary line item. (560)

Please let me know if you need additional information. Thanks for your help.

ks



Application for Military Service Credit

MEMBER INFORMATION

Member's Full Name <i>EUGENE AUGUSTUS KAUFMAN HUTCHINSON</i>			Social Security Number <i>401-64-2793</i>
Address (number and street) <i>300 NORWOOD DR.</i>			Membership Number(s) <i>345-504</i>
city <i>GEORGETOWN</i>	state <i>TX</i>	zip code <i>78628</i>	Phone number <i>(512) 930-0248</i>

Application for Current Service credit for Military Service should be completed and submitted only if the following requirements are met:

- ♦ The applicant was relieved from active military service under conditions other than dishonorable.
- ♦ The applicant is not and will not receive federal military retirement benefits based on 20 years of active duty.
- ♦ The applicant is not and will not be granted credit by any other retirement system or program established or governed by the laws of this State for the same military service for which credit is being sought with TCDRS.
- ♦ Service for the same month(s) is not already credited with a TCDRS plan.
- ♦ The applicant's military service was active military service during the period from April 6, 1917 to November 11, 1919 or from October 16, 1940 to October 31, 1974 or from August 2, 1990 to March 31, 1992.
- ♦ The applicant must be a member of TCDRS. If applying for 3 years or less of military service credit, the applicant must have been employed at least 10 years by participating TCDRS subdivisions that have authorized military service credit and have earned at least 10 years retirement credit. If applying for more than 3 but not exceeding 5 years of military service credit, the applicant must have been employed at least 15 years by participating subdivisions that have authorized military service credit and have earned at least 15 years retirement credit.
- ♦ The applicant and subdivision submits a contribution (as calculated below).

CALCULATION OF AMOUNT TO BE PAID

1	Total months of credited service as of date of application	<i>60</i>
2	Total number of months in military service for which credit is being purchased <i>(10 67 - 10 72)</i> mo/yr mo/yr	<i>60</i>
3	Average monthly deposit during first year of TCDRS membership (Not to exceed \$15.00)	\$ <i>15.00</i>
4	Amount to be paid by member [Multiply line 2 by line 3]	\$ <i>900.00</i>
5	Amount to be paid by subdivision [Same as line 4]	\$ <i>900.00</i>
6	Total amount to be paid [Total of lines 4 and 5]	\$ <i>1800.00</i>

Certification By Member:

I certify that I understand the requirements for military service credit as set forth and that I am qualified to receive such credit with the Texas County and District Retirement System.

Signature X <i>Eugene A. Hutchinson</i>	Date <i>5/27/98</i>
--	------------------------

Certification by Authorized County or District Official:

I certify that I understand the requirements for military service credit as set forth, I have received the appropriate supporting documentation, and that in my opinion the above named applicant is qualified to receive such credit with the Texas County and District Retirement System. I further certify that the total amount to be paid is correct.

Signature X <i>John C. Daehler</i>	Title <i>County Judge</i>
---------------------------------------	------------------------------

ANY CORRECTIONS OR WHITE-OUTS MUST BE INTIALED

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

PERSONAL DATA	1. LAST NAME-FIRST NAME-MIDDLE NAME HUTCHINSON EUGENE AUGUSTUS KAUFMAN		2. SERVICE NUMBER AF 11742159		3. SOCIAL SECURITY NUMBER 401 64 2793		
	4. DEPARTMENT, COMPONENT AND BRANCH OR CLASS AIR FORCE RESERVE		5a. GRADE, RATE OR RANK SSGT	5b. PAY GRADE E-5	6. DATE OF RANK 1 JUN 72	DAY MONTH YEAR	
	7. U. S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		8. PLACE OF BIRTH (City and State or Country) LEONARDTOWN MD		9. DATE OF BIRTH 26 AUG 48	DAY MONTH YEAR	
SELECTIVE SERVICE DATA	10a. SELECTIVE SERVICE NUMBER 15 23 48 358		10b. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE LB# 23 LEXINGTON FAYETTE KY 40501			c. DATE INDUCTED NA	
	11a. TYPE OF TRANSFER OR DISCHARGE RELEASE FROM ACTIVE DUTY		b. STATION OR INSTALLATION AT WHICH EFFECTED MCUIRE AFB NJ				
TRANSFER OR DISCHARGE DATA	c. REASON AND AUTHORITY COG PAR 3-8C SEC B CH 3 AFM 39-10 (SDN 411)			d. EFFECTIVE DATE 29 SEP 72	DAY MONTH YEAR		
	12. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 30 TAC RECON SQ (USAFR)		13a. CHARACTER OF SERVICE HONORABLE		b. TYPE OF CERTIFICATE ISSUED NA		
	14. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED USAFR			15. REENLISTMENT CODE RE-1			
	16. TERMINAL DATE OF RESERVE/UMTS OBLIGATION 4 OCT 73		17. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION a. SOURCE OF ENTRY: <input checked="" type="checkbox"/> ENLISTED (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input type="checkbox"/> REENLISTED <input type="checkbox"/> OTHER AFQT 8C 17IV		b. TERM OF SERVICE (Years) 5	c. DATE OF ENTRY 5 OCT 67	
SERVICE DATA	18. PRIOR REGULAR ENLISTMENTS None		19. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC AB		20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) LOUISVILLE KY		
	21. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, County, State and ZIP Code) 311 GIVEN AVE LEXINGTON FAYETTE KY 40505		22. STATEMENT OF SERVICE		YEARS MONTHS DAYS		
	23a. SPECIALTY NUMBER & TITLE AFSC 27150 OPR SPEC		b. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER NA		c. CREDITABLE FOR BASIC PAY PURPOSES		
					(1) NET SERVICE THIS PERIOD 04 11 25		
					(2) OTHER SERVICE 00 00 00		
					(3) TOTAL (Line (1) plus Line (2)) 04 11 25		
					b. TOTAL ACTIVE SERVICE 04 11 25		
					c. FOREIGN AND/OR SEA SERVICE 03 05 09		
	24. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED NSM AFM 900-3 AFQMA AFM 900-3 AFSCM 670CT05-700CT04 AFM 900-3						
	25. EDUCATION AND TRAINING COMPLETED AIR OPR SUPVR CRSE 27150 COMFL 69						
VA AND EMP. SERVICE DATA	26a. NON-PAY PERIODS TIME LOST (Preceding Two Years) NO TIME LOST		b. DAYS ACCRUED LEAVE PAID 8		27a. INSURANCE IN FORCE (NSLI or USGLI) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
			28. VA CLAIM NUMBER C- NA		29. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE <input checked="" type="checkbox"/> \$15,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> NONE		
REMARKS	30. REMARKS BLOOD GROUP A NEG AQE M25 A55 G45 E30 LMAC 11APR68 FILED DOD NACC DAFSC 27150 HIGH SCHOOL GRAD I HAVE BEEN COUNSELED AS TO THE COND FOR MY REENTRY INTO THE AF AND I UNDERSTAND THAT EVERY FORMER AF MEMBER MUST MEET THE ENLIST STAND IN EFF AT THE TIME OF HIS APP VIETNAM NO KOREA NO INDO CHINA NO						
	31. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Street, RFD, City, County, State and ZIP Code) 1704 SCARBROUGH CT LEXINGTON FAYETTE KY 40505			32. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>Eugene A.K. Hutchinson</i>			
AUTHENTICATION	33. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER WILLIAM H SEUSTECK MSGT USAF			34. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>William H Seusteck</i>			

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

AGENDA ITEM # 22

August 18, 1998

*

Consider approving transfer of the following fixed asset from County Clerk to 911 Addressing:

(1) Mita Copier Model DC1824 serial #27005168, A105364

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve transfer of (1) Mita Copier Model DC1824 serial #27005168, A105364 from County Clerk to 911 addressing.

Vote: Motion carried 4 - 0

< Clerk copy here >

CHANGE OF FIXED ASSET STATUS

DATE August 5, 1998

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

~~XXXXX~~

~~DISPOSED~~

FIXED ASSET

Quantity	Description	Model	Serial#
1	Mita Copier	DC1824	27005168
	Williamson County A 105364		

FROM (Transferor): County Clerk

TO (Transferee): 911 Addressing

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Nancy E. Rister
Transferor Elected Official/Department Head
Nancy E. Rister

Emily Stuka
Transferee Elected Official/Department Head
Emily Stuka

approved 8-18-98
John C. Daefler

R

AGENDA ITEM # 23

August 18, 1998

Consider approving the following fixed asset of Treasurer to be sold at auction.

(1) Victor Electronic Calculator (850), #85626940, A106521

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve Treasurer selling at next auction (1) Victor Electronic Calculator (850), #85626940, A106521

Vote: Motion carried 4 - 0

< Clerk copy here >

CHANGE OF FIXED ASSET STATUS

DATE 08-03-98

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

Next Auction

xxx

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	VICTOR ELECTONIC CALCULATOR (850)		85626940
	WC #A106521		

FROM (Transferor): COUNTY TREASURER

TO (Transferee): AUCTION

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Vivian L. Wood
Transferor - Elected Official/Department Head

VIVIAN L WOOD
Print Name

John C. Doerfler 8-18-98
Transferee - Elected Official/Department Head

JOHN C DOERFLER
Print Name

AGENDA ITEM # 24August 18, 1998

*

Open and consider awarding, rejecting or extending proposals for utility audit.

At 10:21 a.m. Judge Doerfler announced time to receive proposals for utility audit.

At 10:22 a.m. Judge Doerfler announced time closed to receive proposals for utility audit.

Assistant County Auditor Bob Space requested this item be extended to 10 o'clock a.m. on September 3, 1998.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To extend opening and considering awarding, rejecting or extending proposals for utility audit to 10 o'clock a.m. September 3, 1998.

Vote: Motion carried 4 - 0

AGENDA ITEM # 25August 18, 1998*Consider approving a line item transfer for District Attorney:

from:	100-440-5750	Furniture & Equipment	\$1,000.00
	100-440-4414	Vehicle Insurance	669.74
	100-440-3100	Office Supplies	500.00
to:	100-440-4932	Trial Expense	\$2,169.74

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve a line item transfer for District Attorney:

from:	100-440-5750	Furniture & Equipment	\$1,000.00
	100-440-4414	Vehicle Insurance	669.74
	100-440-3100	Office Supplies	500.00
to:	100-440-4932	Trial Expense	\$2,169.74

Vote: Motion carried 4 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

440	District Attorney's Office	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of August, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-440- 5750	Office Equipment & Furniture	\$ 1000.00
100-440-4414	Vehicle Ins.	\$ 669.74
100-440-3100	Office Supplies	\$ 500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-440-4932	Trial Expense	\$ 2169.74

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:




Nancy Rister, County Clerk


John C. Doerfler, County Judge

Consider approving a line item transfer for Jail:

from: 100-570-5700 Vehicles \$1,000.00
to: 100-570-4998 CSR Program 1,000.00

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve a line item transfer for Jail:

from: 100-570-5700 Vehicles \$1,000.00
to: 100-570-4998 CSR Program 1,000.00

Vote: Motion carried 4 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

570	Sheriff's Department	<i>Mike McLaughlin, Major</i>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of August, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-570-5700	Vehicles	1,000.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-570-4998	CSR Program	1,000.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

John C. Doerfler 8-18-98
John C. Doerfler, County Judge

Consider approving a line item transfer for Sheriff:

from: 100-570-5700	Vehicles	\$3,000.00
to: 100-560-4232	Training	3,000.00

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve a line item transfer for Sheriff:

from: 100-570-5700	Vehicles	\$3,000.00
to: 100-560-4232	Training	3,000.00

Vote: Motion carried 4 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

570	Williamson County Jail	<i>Richard J. Hays</i>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of August, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-570-5700	Vehicles	\$3,000

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-560-4232	Training	\$3,000

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Nancy Rister, County Clerk

John C. Doerfler 8-18-98
John C. Doerfler, County Judge

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Consider approving a line item transfer for Tax Assessor/Collector:

from: 100-499-4350 Printed Forms \$395.00
to: 100-499-4410 Bond Premiums 395.00

Moved: Commissioner Hays
Seconded: Commissioner Mehevec
Motion: To approve a line item transfer for Tax Assessor/Collector:

from: 100-499-4350 Printed Forms \$395.00
to: 100-499-4410 Bond Premiums 395.00
Vote: Motion carried 4 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

499 TAX ASSESSOR/COLLECTOR Albion M. Hunt
FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of August, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:		
LINE ITEM #	DESCRIPTION	AMOUNT
<u>100-499-4350</u>	<u>PRINTED FORMS</u>	<u>\$395.00</u>
FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:		
LINE ITEM #	DESCRIPTION	AMOUNT
<u>100-499-4410</u>	<u>BOND PREMIUM</u>	<u>\$395.00</u>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

John C. Doerfler 8-18-98
John C. Doerfler, County Judge

AGENDA ITEM # 29

August 18, 1998

*

Consider approving a line item transfer for Bartlett State Jail:

from: 500-500-5750	Furniture & Equipment	\$500.00
to: 500-500-4231	Travel	500.00

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve a line item transfer for Bartlett State Jail:

from: 500-500-5750	Furniture & Equipment	\$500.00
to: 500-500-4231	Travel	500.00

Vote: Motion carried 4 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

500	BARTLETT STATE JAIL	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of August, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
500-5750	FURNITURE & EQUIPMENT	500

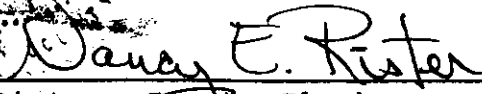
FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
500-4231	TRAVEL	500

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order; the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.



ATTEST:


Nancy Rister, County Clerk


John C. Doerfler, County Judge

Consider approving a line item transfer for Human Resources:

from: 100-402-4310 Adv. & Legal Notices \$400.00
to: 100-402-3900 Subscriptions 400.00

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve a line item transfer for Human Resources:

from: 100-402-4310 Adv. & Legal Notices \$400.00
to: 100-402-3900 Subscriptions 400.00

Vote: Motion carried 4 -0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

100-402HUMAN RESOURCES

FUND

DEPARTMENT

SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of AUGUST, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-402-4310	ADV + LEGAL NOTICES	400.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-402-3900	SUBSCRIPTIONS	400.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

John C. Doerfler 8-18-98
John C. Doerfler, County Judge

AGENDA ITEM # 31

August 18, 1998

*

Consider approving a line item transfer for EMS:

from:	100-540-5700	Ambulances	\$11,000.00
to:	100-540-3100	Office Supplies	1,000.00
	100-540-5790	Miscellaneous	5,000.00
	100-540-3200	EMS Supplies	5,000.00

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve a line item transfer for EMS:

from:	100-540-5700	Ambulances	\$11,000.00
to:	100-540-3100	Office Supplies	1,000.00
	100-540-5790	Miscellaneous	5,000.00
	100-540-3200	EMS Supplies	5,000.00

Vote: Motion carried 4 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

100-540

EMS

FUND

DEPARTMENT

SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 18th day of August, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-540-5700	Ambulances	\$11,000.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-540-3100	Office Supplies	\$1,000.00
100-540-5790	Miscellaneous Capital	5,000.00
100-540-3200	EMS Supplies	5,000.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST

Nancy Rister, County Clerk

John C. Doerfler 8-18-98
John C. Doerfler, County Judge

Consider approving a line item transfer for DPS Northwest:

from: 100-564-4540 Equipment Repairs \$300.00
to: 100-564-4999 Miscellaneous 300.00

Moved: Commissioner Hays
Seconded: Commissioner Mehevec

Motion: To approve a line item transfer for DPS Northwest:

from: 100-564-4540 Equipment Repairs \$300.00
to: 100-564-4999 Miscellaneous 300.00

Vote: Motion carried 4 - 0
< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

100 - General Fund - DPS Northwest



FUND	DEPARTMENT	SIGNATURE
------	------------	-----------

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

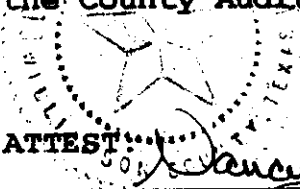
WHEREAS, On the 18th day of August, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:		
LINE ITEM #	DESCRIPTION	AMOUNT
564-4540	Equipment Repairs & Maintenance	\$300.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:		
LINE ITEM #	DESCRIPTION	AMOUNT
564-4999	Miscellaneous	\$300.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST: 
Nancy E. Rister
Nancy E. Rister
County Clerk

John C. Doerfler 8-18-98
John C. Doerfler, County Judge

Hear comments from Commissioners.

Commissioner Boatright stated he understood area residents frustration over the type of development in the county but he felt members of Commissioners Court would have cost the tax payers a lot of money if the court had not voted as they did this morning.

Judge Doerfler agreed with Commissioner Boatright.

Commissioner Mehevec asked if the Taylor annex bid was planned for award in the near future.

Judge Doerfler advised an item to award will be on the agenda for August 25, 1998.

Commissioner Mehevec reiterated his strong feelings of the safety and health issue for the Westridge Subdivision area residents but he respected the Judge and Commissioners votes.

Judge Doerfler advised he did not disagree with the health and safety issue but it was a completely separate issue from the plat approval process.

Judge Doerfler distributed information on 1998/9 budget.

COMMISSIONERS COURT ADJOURNED AT 12:25 P.M. ON TUESDAY AUGUST 18, 1998.

Conflict Affidavit

County of Williamson

State of Texas



Know All Men By These Presents

That before me, the undersigned Notary Public of Texas, personally appeared MIKE HEILIGENSTEIN, who swore or affirmed by personal knowledge that the following statement is true and correct:

"(1) I am a local public official, as defined in Chapter 171, Texas Local Government Code, being the COUNTY COMMISSIONER, PRECINCT 1 of Williamson County, Texas.

"(2) I have a substantial interest in the following business entity or real property which might be affected by a vote or decision involving it:

PUBLIC EMPLOYEES BENEFITS CORP.

"(3) The nature and extent of my interest is as follows: _____

Employee

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★ "(4) I will therefore abstain from further participation in the matter unless specifically permitted to do so by Chapter 171 of the Texas Local Government Code."

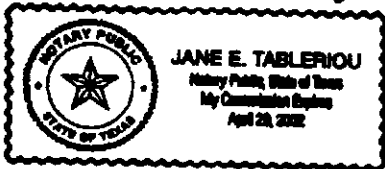
Item 27, 8/4/98 agenda
Volume 99 Page 332

MIKE HEILIGENSTEIN

COUNTY COMMISSIONER, WILLIAMSON CO.
(Typed or Printed Name & Title of Official)

Subscribed and sworn to before me on 8/4, 1998.

Jane E. Tableriou
Notary Public



★ While the County Attorney's office has opined that no conflict of interest exists in Item relating to PEBOs, I will abstain due my employment contract of Peboos and avoiding any appearance of conflict.
Mike H

THE FOREGOING MINUTES in Volume 99 on pages 447 through 548, inclusive had at a Special Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 25th day of August, 1998.

John C. Doerfler
John C. Doerfler, County Judge

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

by: Lillie Hargett
Deputy Clerk