

AGENDA ITEM # 12January 5, 1999*

Discuss and take appropriate action on the resubdivision of original lots in North Lake, Sections A through F.

First Assistant County Attorney Dale Rye advised North Lake was an unrecorded subdivision owned by Jim Rehler who conveyed lots by metes and bounds in the 1970's. When Mr. Rehler died the county ended up with a unplatted subdivision consisting of hundreds of unplatted lots. Many people purchased numerous lots in this basically rural area. After Mr. Rehler's death there was no one to repair the miles of private streets as they deteriorated.

Over a period of years the North Lake Homeowners Association, the office of the County Attorney and Commissioners Court worked a plan whereby part, but not all, of the lots in the unplatted subdivision would be incorporated into a series of six (6) platted subdivisions which included all the streets. But in the course of accomplishing this many owners would not agree to sign on to being in a platted subdivision and since numerous people owned more than one lot but built only one house, the county requirement of 60% occupancy of a subdivision in order to assume maintenance of the streets could not be met.

An arrangement was worked out to combine the unplatted lots into one platted lot which was not difficult at the time because resubdividing was a simple process. In the interim the cost of re-subdivision is much more expensive (\$2,500.00 to \$3,000.00) and as Georgetown has developed in that direction small lots are now becoming economically viable.

With the extension of the extra territorial jurisdiction of the City of Georgetown this property now lies just barely outside the e.t.j.. Residents who originally moved to North Lake to live on very large tracts are now moving to large lots located further away from urban growth. The owners are discovering that the market forces are such that it is difficult to sell 3, 4 or 5 large lots caused by the platting of all their original tracts into one.

The question now is how do you treat these property owners fairly? The people who initially **did not** cooperate in the filing of the plat and still have their metes and bounds descriptions for their original lots can sell one with no problem. It's the people who cooperated by combining all their unplatted lots into one for platting purposes who are now required to go through the resubdivision process.

This resolution would allow the people who cooperated with the platting process to sell off their original unplatted lots by the same metes and bounds descriptions with which they acquired them without being required to resubdivide. This is a special situation which would not create a precedent for any other subdivision in the county. Commissioners Court has the authority to approve the resolution pursuant to Sec. 232.010, Texas Local Government Code, to authorize certain sales of property within a platted subdivision by metes and bounds without formal resubdivision.

This resolution would allow the owners to sell only their original lots by the original metes and bounds description. They will be required to re-subdivide for any other configuration.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve resolution allowing owners of lots in Unplatted Northlake to sell their original lots as conveyed by metes and bounds description without requiring resubdivision process and that **any other reconfiguration** of the platted lots will require compliance with the ordinary resubdivision process.

Vote: Motion carried 5 - 0

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Resolution

The State of Texas }
County of Williamson } Know All Men By These Presents:

That on this, the 4th day of January, A. D. 1999, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

John Doerfler, County Judge, Presiding,
Mike Heiligenstein, Commissioner Precinct One,
Greg Boatright, Commissioner Precinct Two, and
David Hays, Commissioner Precinct Three, and
Frankie Limmer, Commissioner Precinct Four

where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, there is in Williamson County a very large real estate development northwest of Georgetown commonly known as Northlake ("Unplatted Northlake") which was clearly a single subdivision project, but which was never legally platted and filed of record;

Whereas, hundreds of lots ("unplatted lots") were shown on the unfiled map of Unplatted Northlake and sold to private owners using metes and bounds descriptions for each separate lot shown on the map, with owners in many cases buying two or more adjacent unplatted lots;

Whereas, for the public convenience and necessity Williamson County and the owners of many unplatted lots cooperated to lay out, approve, and file (in Cabinet H of the Williamson County Plat Records) six formal subdivision plats, to wit: Northlake Section A on Slides 360-61, Section B on Slides 362-63, Section C on Slides 364-66, Section D on Slides 367-68, Section E on Slides 369-70, and Section F on Slide 363 (collectively "Platted Northlake"); and

Whereas, in many cases for the convenience of the County, adjacent unplatted lots shown separately on the map of Unplatted Northlake and purchased by separate metes and bounds descriptions were combined into a single lot ("platted lot") on the filed plats of Platted Northlake, placing the cooperative owners of multiple unplatted lots that were included in Platted

Northlake at a relative disadvantage to the owners of multiple unplatted lots that were within Unplatted Northlake but were not included in Platted Northlake due to the unavailability or noncooperation of these latter owners,

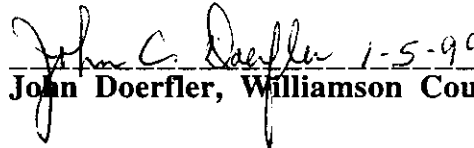
Therefore be it Resolved, that the Williamson County Commissioners Court should find, and does hereby find, that special circumstances exist that justify the use of the County's authority pursuant to Sec. 232.010, Texas Local Government Code, to authorize certain sales of property within a platted subdivision by metes and bounds without formal resubdivision;

Further Resolved, that the Court hereby authorizes persons who own two or more unplatted lots in Unplatted Northlake that were combined into a single lot in Platted Northlake to sell one or more of the original unplatted lots by metes and bounds without formally resubdividing the platted lot and without further specific action of Commissioners Court (although compliance with any applicable federal, state, or city regulations will still be required);

Further Resolved, however, that this only allows conveyance by metes and bounds of the original unplatted lots now combined in Platted Northlake, and that any other reconfiguration of the platted lots will require compliance with the ordinary resubdivision process; and

Further Resolved, that County Judge John Doerfler be, and is hereby, authorized to sign this Resolution as the act and deed of Commissioners Court.

The foregoing Resolution was lawfully moved by ^{Commissioner Greg Boatright} ~~David Hays~~, duly seconded by ~~Commissioner David Hays~~, and duly adopted by the Commissioners Court on a vote of 5 members for the motion and 0 opposed.



John Doerfler, Williamson County Judge

AGENDA ITEM # 13

January 5, 1999

Consider making appointment to CAPCO Aging Advisory Committee.

No action was taken on this item which will be placed on the agenda for the meeting of January 12, 1999.

AGENDA ITEM # 14

January 5, 1999

Consider hiring firm for Y2K needs for county.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve professional services agreement with Resource Management International, Inc. ("RMI") in an amount not to exceed \$39,934.00 in fees and not to exceed \$1,000.00 in expenses.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.

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**PROFESSIONAL SERVICES AGREEMENT
(SEPARATE TASK ORDERS)**

This Agreement is entered into this 31 st. day of December 1998, by and between Resource Management International, Inc. ("RMI"), a California corporation, and Williamson County Texas ("CLIENT"), for professional and related services to be provided to CLIENT.

**I
SCOPE OF SERVICES**

Services shall be provided to CLIENT by RMI pursuant to separate task orders ("Task Orders"). Each task or project which CLIENT desires RMI to undertake shall be defined in a separate Task Order signed by the parties to this Agreement. Each such Task Order shall be effective upon execution and shall thereafter become a part of this Agreement. Each Task Order shall be consecutively numbered with the year and sequence number (e.g., 96-01), and include a description of the scope of services to be provided, the time for completion, a budget, and the method of compensation for the services defined in such Task Order. (See Exhibit A)

**II
FEES FOR SERVICES**

Except as may otherwise be set forth in a specific Task Order, for services provided by RMI to CLIENT pursuant to this Agreement, CLIENT shall pay RMI in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

**III
BILLING AND PAYMENT**

RMI shall submit a monthly statement to CLIENT setting forth the amount due for services and itemizing amounts due for expenses. CLIENT shall pay the full amount of such statement within thirty (30) days after receipt. Any sums billed, not disputed in written form setting forth specific exceptions and unpaid after thirty (30) days from the date of receipt, shall be subject to a late payment charge equal to the lesser of one and one-half (1-1/2) percent or the maximum rate permitted by law, for each month or fraction thereof past due.

**IV
INDEPENDENT CONTRACTOR**

RMI shall provide services to CLIENT as an independent contractor, not as an employee of CLIENT. RMI shall not have or claim any right arising from employee status.

**V
TERMINATION OF AGREEMENT**

(a) Unless otherwise terminated as provided herein, this Agreement shall terminate February 15, 2000 ("Expiration Date"). Unless otherwise directed by CLIENT, RMI shall complete Task Orders in effect on the Expiration Date of this Agreement.