

August 8, 2000

AGENDA ITEM 26

Open and consider awarding, rejecting or extending bids for County Road 122.

No action was taken on this item. The bids will be opened at 2:15 o'clock p.m. today in the office of the County Auditor.

AGENDA ITEM 27

Consider approving proposed contract renewal for Brushy Creek Trail Coordinator from Concept Development.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve proposed one (1) year \$56,400.00 contract renewal to Concept Development and Planning for Brushy Creek Trail coordination.

Vote: Motion carried 5 – 0

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CONCEPT DEVELOPMENT AND PLANNING

July 30, 2000

Hon. John C. Doerfler
County Judge, Williamson County
710 Main St. Suite 201
Georgetown, Texas 78626

Re: BRUSHY CREEK TRAIL COORDINATOR — Proposed Contract Renewal

Dear Judge Doerfler,

Attached please find a draft of the renewal proposal for the Brushy Creek Trail Coordinator position. My existing agreement was executed on August 3, 1999 and is therefore about to expire. I am therefore assuming that the court wishes me to continue to work toward a County Park and Trail System.

I feel that the last year has been fruitful and consider the last year of working with the court a benefit to the citizens of Williamson County. The grant award and the need to show some progress on the construction of a trail are ongoing. I feel I could be a great deal of help in assuring a timely completion of this first phase and in acquiring other grants and land donations.

There are a number of efforts that need to be pursued and resolved within the next few months. They are as follows:

1. We need to develop a strategy for cooperation on programming and operation of the parks and trail system. This could be a multi-jurisdictional agreement. I think we have a good head start on cooperative efforts, with the joint resolutions of support from 5 other jurisdictions in the southern Williamson County area;
2. Prepare an inter-local agreement with Texas Parks and Wildlife Department (TPWD) for the reimbursement of expenses on the first phase of the Brushy Creek Trail construction;
3. Determine the feasibility and need to create a Williamson County Foundation or non-profit entity for the basic purpose of accepting and holding property and monies for matching grants with the TPWD and other granting agencies; and

P. O. Box 663, WIMBERLEY, TEXAS 78676 - 1508 SOUTH LAMAR BLVD, AUSTIN, TEXAS 78704
PHONE: 512-847-3199 OR 512-442-4688 FAX: 512-442-8772

CONCEPT DEVELOPMENT AND PLANNING

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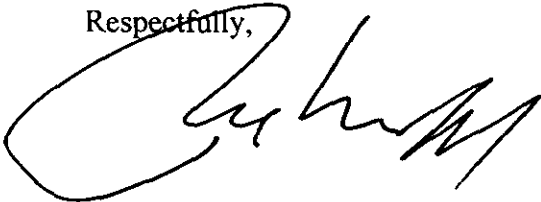
4. Identify a criteria for donations and dedications in cooperation with other jurisdictions or agencies. Perhaps through their ordinance review process.

It is also appropriate to inform you that Concept Development and Planning (CD&P) has expanded its staff over the last year. CD&P now has three full time employees and one half-time employee. This expansion has covered the administrative needs of the company as well as document production, graphics and project coordination. I have found the expansion to make CD&P more responsive to the needs of its clients. It has allowed me to spend more time on project needs rather than the everyday needs of running and maintaining a business.

The original budget for this last contract period was \$56,400. This included a \$6,000 budget for other or sub-consultant services. The contract amount expended as of the end of June was \$43,185.34 including some expenses and other professional services. With an estimated July billing of \$3,900 it brings the total billed to the end of the contract period to be an estimated \$47,085.34. I am proposing to leave the contract amount the same since there is considerable work to be done and I have demonstrated the ability to stay within the contract amount. I feel the budget amount allows me the flexibility to respond to opportunities that may arise and that require timely response.

Please contact me with any questions or comments you or the other Commissioners may have.

Respectfully,



Pix Howell, A.I.C.P.

Cc. Commissioner Heiligenstein, Commissioner Limmer, Commissioner Boatright,
Commissioner Hays

PROPOSAL

to Continue as

Williamson County Park – Trail Coordinator

SUBMITTED TO

Williamson County Commissioner's Court

BY

CONCEPT DEVELOPMENT & PLANNING

July 30, 2000

Scope of Work for the Williamson County Park and Trail Coordination Effort

The purpose of this effort is to Coordinate the planning and implementation of a Williamson County Trail and Park System. Concept Development & Planning (CD&P) hereby agrees to act as liaison and project coordinator for the Williamson County Commissioners' Court and the citizens of Williamson County to assure that the planning and implementation of parks and trail systems within the jurisdiction of Williamson County will best serve the needs of the public for many years to come.

I. Base Mapping

This includes the following tasks:

- A. Continue to compile existing mapping, topography, aerial photography, utilities, transportation, drainage, etc. for the continued development of an overall Williamson County base map.

II. Trail System Coordination

This includes the following tasks:

- A. Identify potential properties, developer and landowners that may be interested in the expansion of the Williamson County trail and recreation system and the resources they bring to the project.
- B. Coordinate with Round Rock, Cedar Park, Austin and other jurisdictions to assure a cohesive and timely completion of the initial Brushy Creek Trail System.
- C. Identify locations of existing and proposed infrastructure that would impact the uses of the proposed Trail System. Determine necessary service requirements for water, wastewater, electric, etc.
- D. Identify possible partnerships and develop rational and criteria for pursuing these partnerships. Open discussions regarding participation in the Trail System. Identify funding sources.
- E. Coordinate necessary presentations for public meetings and workshops and attend necessary workshops and meetings.
- F. Coordinate and provide oversight services for property owners, developers, City and County staff and consultants performing support functions for this Trail System Planning effort for the purpose of assuring a Trail System that conforms to the policy and needs of Williamson County.

III. Reimbursable Items and Additional Services

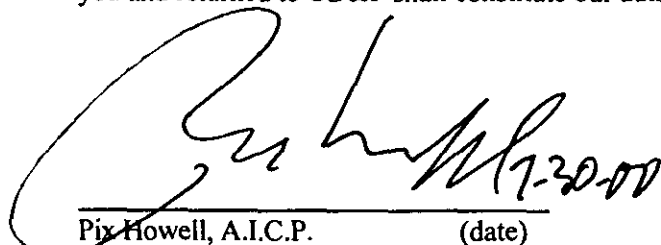
- A. CD&P anticipates the need for appraisal services, some architectural services, possible engineering services, CAD/Graphic services and other professional services. The anticipated reimbursable budget for these types of services is \$6,000.
- B. Any efforts outside the scope of services described herein shall constitute Additional Services and shall be identified and negotiated prior to efforts by CD&P. All printing, copying, and reprographic work over the items identified in this agreement, will be charged at cost plus ten percent. Travel requested by Williamson County, outside the Central Texas area, by automobile, shall be reimbursable at \$.31 per mile plus per diem of \$125 per day. Any other travel shall fall under the cost plus ten percent condition.

IV. Compensation and Payment

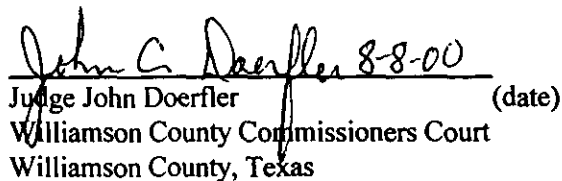
- A. All labor, reimbursables, direct and indirect costs will be delivered in completion of the above scope of work, for a fee not to exceed \$50,400 to be disbursed at a rate of \$3,800 per month for basic services. If the commissioner's Court determines that the objective of the project has been accomplished prior to the one-year period, the court may terminate the project with a thirty day notification. Total cap for CD&P and possible sub-contractors, for the year period, is \$50,400 + \$6,000 = \$56,400.
- B. Due to the unknown time of completion, this contract will be based on a time frame of one year from execution and may be renewable at the end of that period as the court may desire.

V. Authorization to Proceed

Should you wish a more formal agreement one can be prepared otherwise a copy of this proposal signed by you and returned to CD&P shall constitute our authorization to proceed.



Pix Howell, A.I.C.P. (date)
President
Concept Development & Planning
P.O. Box 663, Wimberley, Texas 78676



Judge John Doerfler (date)
Williamson County Commissioners Court
Williamson County, Texas

AGENDA ITEM 28

Consider authorizing County Judge to execute an agreement between Williamson County and Avery Ranch property owners regarding construction of median within Parmer Lane.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize County Judge to execute an agreement between Williamson County and Avery Ranch property owners (Pebble Creek Joint Venture, Continental Homes of Texas, L.P., Developers of Avery Ranch, Robert D. Wunsch, Trustee, and Rathgeber Investment Company, Ltd.) regarding construction of median within Parmer Lane.

Vote: Motion carried 5 – 0

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<p>STATE OF TEXAS</p> <p>COUNTY OF WILLIAMSON</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>DEVELOPMENT AGREEMENT</p>
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THIS IS AN AGREEMENT by and between THE COUNTY OF WILLIAMSON, a Texas political subdivision ("County") and **Pebble Creek Joint Venture**, a Texas joint venture partnership ("PCJV"), **Continental Homes of Texas, L.P.**, a Texas limited partnership ("Continental"), **Developers of Avery Ranch, Ltd.**, a Texas limited partnership ("DAR"), **Robert D. Wunsch, Trustee** (the "Wunsch Trustee"), and **Rathgeber Investment Company, Ltd.**, a Texas limited partnership ("Rathgeber") (PCJV, Continental, DAR, Wunsch Trustee, and Rathgeber, collectively, the "Developer").

WHEREAS, this Development Agreement sets forth the entire agreement between the County and Developer relating to the Project (as defined below);

WHEREAS, Developer represents the owners of those certain tracts of land in Williamson County, Texas, more fully described on Exhibit "A", (referred to as the "Property");

WHEREAS, Developer has submitted an application for a Concept Plan for the proposed development which has been approved by the Austin City Council ("Concept Plan");

WHEREAS, the Commissioners Court hereby determines that the development of the Project will promote local economic development and stimulate business and commercial activity in the County by increasing the future tax base of Williamson County and further that construction of the Project is in the best interest of the County;

WHEREAS, simultaneously with the approval of this agreement, the County will enter into an Advance Funding Agreement with the Texas Department of Transportation to close an existing median cut on Parmer Lane and to construct a new median cut at the proposed intersection of Avery Ranch Boulevard and Parmer Lane;

WHEREAS, the County and Developer agree that Developer shall be the entity responsible for the costs of construction of all of the improvements and related work as listed in the Advance Funding Agreement, including the posting of bonds or other security required by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

1. **The Project.** Developer is planning and developing multi-use subdivision on the Property comprised primarily of single family residences, in accordance with the Concept Plan, over a period of up to 20 years, and in conjunction therewith is proposing to subdivide the Property through a series of subdivision plats. As part of the development of the Property, the Developer is desiring to close an existing median cut on Parmer Lane and replace it with a new median cut, including traffic signalization, in accordance with the plans and specifications listed in the above-referenced Advance Funding Agreement, at the proposed intersection of Avery Ranch Boulevard and Parmer Lane.

2. **Surety.** Developer agrees to submit, or cause to be submitted, in a form acceptable to the County, a performance bond or other surety as requested by the County, in an amount of 100% of the estimated construction costs as listed in the Advance Funding Agreement. Additionally, the surety shall be supplemented at the request of the County if the construction costs increase over and above the costs listed in the Advance Funding Agreement.

3. **Project Responsibility.** Both parties acknowledge that County is not responsible for any aspect of the construction of the Project as stated in the Advance Funding Agreement.

4. **Violation of this Agreement.** Both parties acknowledge that County is acting only as a sponsor for said project and is under absolutely no obligation to commit any funds or labor to said Project.

5. **Miscellaneous Provisions.**

a. **Actions Performable.** The County and Developer agree that all actions to be performed under this Agreement are performable solely in Williamson County, Texas.

b. **Governing Law.** The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

c. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

d. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.