

**AGENDA ITEM #21****Consider hiring land planner for footprint of 179 acres owned by county.**

Ty W.Hall, ASLA of Hall/Bargainer, Inc. Landscape Architects/Planners addressed the court with professional background of his firm. Mr Hall has worked on a federal minimum security prison in Bryan, Texas, Sun City Georgetown land planning, laying out roads and buildings, programming, preliminary master plans, fine tune information, final master plans and image zones(what people see when driving by a facility) in creating a campus type image. Utilities are located on this property.

Judge Doerfler informed Mr. Hall the county is interested in a basic design with figures for "X" number of square feet with "X" number of employees for four (4) or five (5) pad sites ( a master plan which would be subject to change).

The possibility of relocating MHMR, Juvenile Services, Extension Agent, Justice of the Peace, Precinct #3 and possibly long range some offices now located in the Justice Center to this property.

After much discussion Mr. Hall was informed it would be necessary for work to be accomplished before payment could be disbursed by the county. Mr. Hall also consented to working with Baker Aicklen.

The court discussed the possibility of a work session to be held Tuesday morning, March 14, 2000, with Mr. Hall present but no action was taken to set the session.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve contract with Hall/Bargainer, Inc.Landscape Architects/Planners **without the \$3,750.00 retainer** with payment from professional services line item with funds to be reimbursed from certificates of obligation.

Vote Motion carried 4 – 0

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Orig. version  
3/10/00



Landscape Architects/Planners

Monday, March 06, 2000

Judge John Doefler  
Williamson County Courthouse  
710 S Main Street, Suite 201  
Georgetown, Texas 78626

1.512.943.1550

Re: *Proposal for Professional Land Planning Services  
179 Acre Tract in Williamson County*

Dear Judge Doefler:

We are pleased to submit this proposal for Professional Land Planning Services in connection with the project referenced above. This agreement is by and between Williamson County, Texas (Client) and Hall/Bargainer Inc., Round Rock, Texas (Consultant).

## I SCOPE OF WORK

For the subject parcel located at County Road 110 at Inner Loop Drive in Georgetown, Texas, of approximately 179 Acres, we shall prepare conceptual land planning studies and documents as later described which will define the development objectives for the proposed use of the parcel. The goal of these services is to provide an overall Land Use Master Plan, so to establish development goals and create a consistent campus development.

## II BASIC SERVICES

Hall/Bargainer shall provide

### A. Data Collection and Programming

Based on meetings with the Client, and other consultants, the Consultant along with the Commissioner's Court will define the Projects Master Plan requirements to establish an effective and efficient plan for development of the 179 acre tract.

- 1 Conduct a Project initiation meeting with the Client to establish development objectives, existing conditions and constraints, and the components of the development and to obtain existing site information.
- 2 Conduct a site investigation trip in and around the area to determine surrounding influences, requirements, and establish on-site conditions critical to the Plan's development, including:

Physical boundaries and topography  
Proposed utilities  
Street and thoroughfare plans  
Views, slopes and other conditions  
Drainage conditions, requirements, etc  
Infrastructure constraints  
Tree cover and soil conditions from available information  
Special conditions of the site

We will utilize the Feasibility Study dated September 1999, by Baker-Aicklen & Associates, Inc.



- D Revision of previously approved drawings and significant changes or revisions in land use or scope of project.
- E Preparation of information required by this agreement to be provided by the Client
- F Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services
- G Development of water and wastewater utility improvements
- H Development of water quality and detention pond facilities that will be required
- I Providing services other than those outlined in Basic Services

#### IV. DATA REQUIRED FROM CLIENT

The Client will provide full information necessary for the planning and development of the Project, including:

- A Topography and Boundary Survey and Legal Description, AutoCad format
- B Any pertinent Deed Restrictions, Covenants, or Development Agreements

#### V. FEES AND TERMS

The Client shall compensate the Consultant as follows

##### A. Basic Services

1. ~~The Client agrees to pay the Consultant the following lump sum fee of \$25,000.00 for the Project described in the Basic Services section along with a retainer of \$3,750.00. This pre-billing will be applied to the final Project billing. In the event of contract termination, all current fees or expenses will be subtracted from this amount, and any remainder will be returned to the Client. Fees for Basic Services will be billed monthly based on percent of work complete for the Project plus reimbursable costs. The fees assume no substantial change in scope of the Project or services.~~ *See*
- 2 The following hourly rates shall apply to the fees described herein and any additional services requested of the Consultant.

Principal Planner/Landscape Architect	\$75.00/hr.
Staff Planner/Landscape Architect	\$60.00/hr.

##### B. Additional Services

The Client shall pay the Consultant for Additional Services performed including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statements.

##### C. Reimbursable Expenses

The following costs shall be reimbursed at cost plus 10% and are not included in the Fee for Professional Services



Landscape Architects/Planners

1. Cost of copies of drawings, specifications, reports and cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
2. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at \$.32 per mile.
3. Cost of postage and shipping expenses other than first class mail.
4. Long distance telephone and telecommunication charges.
5. Electronic data processing
6. Photographic services, film and processing
7. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by Client.
8. Fees for additional special consultants retained with the approval of Client

*We estimate that Reimbursable Expenses indicated will not exceed \$2,500.00.*

#### C Payment

1. Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices. Payments are to be presented to.

*Hall/Bargainer  
Landscape Architects & Planners  
400 W. Main, Suite 220  
Round Rock Texas 78664  
512 238 8912  
512 238 8913 fax*

2. Accounts are payable net 30 days from date of invoice at our office in Round Rock, Texas. A service charge of one percent of invoice amount per month or portion of month will be applied to all accounts not paid within 60 days of invoice date

#### VI SCHEDULE

We are prepared to commence work immediately upon receipt of a signed Agreement and will coordinate our work schedule with that of the Client and other consultants to assure our timely consultation and effective cooperation.

#### VII RIGHTS TO SUSPEND SERVICES

Hall/Bargainer shall have the right to suspend services on this project if (a) the parties have not executed a written contract for services and unpaid invoices have been rendered with an aggregate balance exceeding \$4,000; or (b) unpaid project invoices over 60 days old exceed \$6,000 in the aggregate

#### VIII AUTHORIZATION TO PROCEED:

If Hall/Bargainer is authorized to commence and/or continue providing its services on the project, either orally or in writing, prior to execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.



Landscape Architects/Planners

**IX. OWNERSHIP OF DOCUMENTS:**

Original drawings and other documents, as instruments of service, are the property of Hall/Bargainer. None of these are to be used on other projects except by written agreement of Hall/Bargainer

**X. CREDITS/ACKNOWLEDGMENTS:**

Hall/Bargainer shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by Client (or their agent/client) in project identification boards, published articles, promotional brochures, and similar communications

**XI. ARBITRATION**

Any controversy or claim arising out of or relating to the formation, interpretation, application, enforceability, or breach of this Agreement, including disputes as to which persons or entities may be liable hereunder, shall be settled by arbitration at the City of Georgetown, Texas in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to recover arbitration costs and reasonable attorney's fees, as determined by the arbitrator(s), in addition to any other relief available.

**XII. TERMINATION**

It is understood that these services may be terminated upon 10 days written notice for good reason by either party. In this event, Hall/Bargainer shall be compensated for all performed prior to date of termination at the rates set forth above.

**XIII. REVOCATIONS:**

This proposal shall be considered revoked if acceptance is not received within 60 days of the date hereof.

This agreement is approved and accepted by the Client and Consultant upon both parties' signing and dating the Agreement, and returning a signed copy to the Consultant. The effective date of the Agreement shall be the last date entered below.

Respectfully Submitted,

Ty Wayne Hall, ASLA  
Hall/Bargainer, Inc.

Williamson County

Accepted by

3-7-00

Date



3. Review and discuss with Client and other consultants pertinent design program elements, and any other special considerations or examples of similar projects to establish design intent.
4. Architectural Considerations: Throughout our work we will be collaborating with the Architect for our planning endeavors, and will request the Architect's input for the pertinent architectural components of the main campus plan.
5. Meet with Local Building Officials to outline requirements for code compliance.

**B. Preliminary Campus Master Plan**

Based on the approved program, prepare a Preliminary Campus Master Plan with any alternative considerations that become apparent from the data collection and programming.

1. Review, analyze, and refine concepts focusing on the following
  - Proposed Building/Facility Arrangements
  - Vehicular Circulation and Proposed Parking
  - Pedestrian Circulation
  - Open Space Structure
  - Image zones (peripheral and inside)
  - Entrance Zones
  - Landscape Structure/themes
  - Landform and Drainage issues
  - Views/Vistas
  - Phasing Program
2. Develop Preliminary Campus Master Plan and review with Client and discuss recommendations for further modifications of the preliminary plan.

**C. Final Campus Master Plan**

1. The Consultant will proceed to finalize the Campus Master Plan for the main campus, including final comments from the Client, and the Architect. Final Product will be camera ready 24" x 36" or 30" x 42" color rendered boards and reduced 8 1/2" x 11" color copies

**III. ADDITIONAL SERVICES**

Services requested by the Consultant that are not included in Basic Services are considered Additional Services and shall be paid for the Client. Additional Services shall only be provided if authorized by the Client. Additional Services may include, but not be limited to, the following:

- A. Preparation and printing of materials, renderings, brochures, and other promotional items beyond the items shown in the Scope of Services. Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- B. Traffic Impact Study Analysis for the above referenced project. We will try to utilize the County Engineer for these services if available.
- C. Reviews and processing of permits with agencies or municipalities with regulatory controls over the development not listed in Basic Services.

**AGENDA ITEM #22:****Discuss and take appropriate on setting aside portion of county landfill for training facility for Sheriff's Department.**

Commissioner Limmer advised the southwest portion of the landfill tract located on the corner of Farm-to-Market 1660 and County Road 130 has been suggested by the Sheriff's Department as a good location for regional law enforcement training range. A county road separates the landfill from the residential development and the commissioner suggested the proposed range not be used in the evenings with a time for discontinuance of use being designated in the lease.

Sheriff Richards is in need of a good training facility which would include firearms ranges, driving track, training campus and room for expansion. He is now using Texas Crushed Stone property but felt the landfill would be an outstanding opportunity for law enforcement.

Mayor Leo Wood introduced consultant Joanie Clark who spoke in favor of the training facility. Lieutenant Nora Maxey advised the Sheriff's Department has been providing training for all of Williamson County Sheriff's Department, county Police Departments, Constables as well as surrounding counties. A \$10.00 per person fee for outside users has just begun in order to cover the cost of paper work.

Discussion continued with Round Rock Police Chief Paul Connor and Georgetown Police Chief Larry Hesser regarding building berms along the county roads making the training facility safe for the area residents, grant proposals, corporate monies, engineering, noise issues and stray bullets from both long and short guns.

Judge Doerfler advised certificates of obligation had been issued to purchase most of the landfill property and the resolution stated the property would be used for a landfill. He felt advice from the bond attorney would be necessary to determine if the Order would be violated.

Attorney Charles Crossfield advised the original acreage was purchased with cash and not bound by certificates of obligation. It would be necessary for the use of the property to be clarified as temporary in the lease even if it were long term usage.

Judge Doerfler suggested temporary usage would not qualify the property for any grant funds.

After further discussion including CAPCO Law Enforcement Advisory Committeeman Tommy Honeycutt the decision was made to contact the bond counsel.

No action was taken on this item which will be added to the agenda for the meeting of March 21, 2000.

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Williamson County Sheriff's Dept., 508 South Rock St., Georgetown, Texas 78626  
1300

(512) 943-

## MEMORANDUM

To: Judge Doerfler  
From: Ed Richards *ER*  
Subject: Firearms & Drivers Training Facility for Williamson County Sheriff's Office and Williamson County Police Departments  
Date: February 23, 2000

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On 1-31-00 several of the Williamson County Chiefs of Police and I met with County Commissioners Frankie Limmer and Mike Heiligenstein. The meeting was in regard to the need of a range for required firearms and needed driver training for all of our agencies.

Commissioner Limmer suggested that the county may be willing to set aside 80 to 100 acres at the county landfill for this training facility. If this could be done it is my understanding that grant money is available for most of the actual construction cost.

It is respectfully requested that this matter be considered as an agenda item at the Commissioners Court.

Cc: Police Chiefs of: Round Rock, Taylor, Georgetown, Leander & Cedar Park  
All County Commissioners

*notebook for 3-7-00*

*Thanks.  
ER*



**AGENDA ITEM #23**

Consider approving easement agreement at Lake Georgetown with Corp of Engineers.

Commissioner Hays reported the Corps of Engineers has submitted Amendment No. 5 to July 3, 1982, easement to Williamson County offering a three (3) year extension through the end of December, 2002, on easement which will provide access to the bridge which will be located below the dam through property owned by the Corps of Engineers.

Commissioner Hays advised building the bridge will require a minimum of two (2) years

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve easement agreement with Corps of Engineers.

Vote. Motion carried 4 – 0

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AMENDMENT NO. 5  
TO  
EASEMENT NO. DACW63-2-84-0671  
GEORGETOWN LAKE, TEXAS

This Amendment No. 5 to Easement No. DACW63-2-84-0671, made and entered into by and between the Secretary of the Army and Williamson County, a political subdivision in the State of Texas, hereinafter referred to as grantee;

W I T N E S S E T H:

WHEREAS, on 3 July 1984, the Secretary of the Army granted to Williamson County, the above-numbered easement for a right of way for the maintenance and operation of a Government road across Tract No. 105-1, Georgetown Lake, Texas, as more specifically described in said easement; and

WHEREAS, on 5 January 1994, Amendment No. 1 was issued to amend the easement to extend the term of the original easement for an additional one-year period expiring on 30 September 1994; and

WHEREAS, on 6 December 1994, Amendment No. 2 was issued to amend the easement to extend the term of the original easement for an additional one-year period expiring on 30 September 1995; and

WHEREAS, on 8 July 1996, Amendment No. 3 was issued to amend the easement to extend the term of the original easement for an additional one-year period expiring on 30 September 1996; and

WHEREAS, on 30 December 1996, Amendment No. 4 was issued to amend the easement to extend the term of the original easement for three (3) years and three (3) months expiring on 31 December 1999; and

WHEREAS, the grantee has requested that the original easement be amended to grant a three-year extension to the term of said easement expiring on 31 December 2002, and the Government is agreeable thereto.

NOW, THEREFORE, Easement No. DACW63-2-84-0671 is hereby amended in the following respects only:

1. Delete from the granting clause of the original easement the following words, "eleven (11) years and three (3) months" and

"ending 31 December 1999" and substitute in lieu thereof, "fourteen (14) years and three (3) months" and "ending 31 December 2002."

EXCEPT for the revisions above, the terms and conditions of the easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by the authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
HYLA J. HEAD  
Chief, Real Estate Division

The above instrument, together with all the conditions thereof, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WILLIAMSON COUNTY

BY:

John C. Daigler 3-7-00  
County Judge  
Title

## CERTIFICATE OF AUTHORITY

I, Nancy E. Rister certify that I am the County Clerk of Williamson County, that John C. Doerfler who signed the foregoing instrument on behalf of Williamson County was then County Judge of Williamson County. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of Williamson County in executing said instrument.

Date March 7, 2000

Nancy E. Rister  
Signed by the Appropriate Official

**AGENDA ITEM #24**

Hold public hearing on replat of Estates of Brushy Creek, Section One, Block A, Lots 10,11 & 12.

Judge Doerfler announced the public hearing open at 10.18 a.m. on Tuesday, March 7, 2000

County Engineer Joe England advised this subdivision is located on the banks of Brushy Creek east of Farm-to-Market 685 and west of Farm-to-Market 1660 in the Hutto area. Certified mail receipts with signatures of adjoining property owners are in the possession of Mr England The owner of Lot 10 wishes to purchase four (4) acres of Lot 11.

Judge Doerfler announced the public hearing closed at 10:20 a m. on Tuesday, March 7, 2000.

**AGENDA ITEM #25**

Consider approving replat of Estates of Brushy Creek, Section One, Block A, Lots 10, 11 & 12

Moved **Commissioner Limmer**

Seconded **Commissioner Hays**

Motion: To approve Replat of Lots 10, 11 & 12, Block A, Estates of Brushy Creek, Section One

Vote: Motion carried 4 - 0

**AGENDA ITEM #26**

Consider approving resale of tax foreclosed properties by Round Rock Independent School District.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve resale of tax foreclosed properties by Round Rock Independent School District.

Vote Motion carried 4 – 0

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