

AGENDA ITEM #31

Consider granting variance to 50' frontage requirement for Windmill Ridge. (Pct 4)

700

County Engineer Joe England discussed the variance but did not have a diagram to present to the court.
806

Tim Hanie joined the discussion and Commissioner Heiligenstein suggested the need for a diagram of the area. No action was taken on this item which will be added to the agenda of March 28, 2000.

AGENDA ITEM #32

Consider approving agreement with Hejl, Lee & Associates, Inc. for work on County Road 137 (Pct 4)

1064

Moved: Commissioner Limmer

Seconded: Commissioner Hays

Motion: To approve \$38,500.00 agreement with Hejl, Lee and Associates, Inc. for work on County Road 137 from cemetery south of Hutto to Travis County line which is approximately two (2) miles of road.

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

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PROFESSIONAL SERVICES AGREEMENT**DATE:** February 25, 2000**PROJECT NO:** P00-02-04**COMPANY/CLIENT:** Williamson County**NAME:** Williamson County**ADDRESS:** 3151 SE Inner Loop, Suite B
Georgetown, Texas 78626**TELEPHONE:** (512) 930-3330
FAX: (512) 930-3335**HEJL, LEE & ASSOCIATES, INC. IS HEREBY AUTHORIZED TO PERFORM SERVICES IN CONNECTION WITH THE FOLLOWING PROJECT(S):****PROJECT NAME:** Williamson County CR 137**SCOPE OF SERVICES AND PROJECT DESCRIPTION:** Hejl, Lee & Associates, Inc. (HLA) shall assist Williamson County in design related activities for approximately 11,000 linear feet of roadway improvements on CR 137.

<u>TASK NO.</u>	<u>DESCRIPTION</u>
1.	Inventory of available data.
2.	Design survey.
3.	Preliminary design.
4.	Final design.
5.	Advertise & bidding.
6.	Construction administration.
7.	Record drawing preparation.

SEE THE FOLLOWING FOR SPECIFIC TERMS AND CONDITIONS PERTINENT TO AND PART OF THIS AGREEMENT.**REIMBURSABLE EXPENSES:**

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 10% for overhead:

1. Reproduction of documents.
2. Shipping and mailing expenses.
3. Long distance telephone and telecopies (FAX).
4. Any other disbursements, application fees, etc., made on behalf of Williamson County.

INFORMATION TO BE PROVIDED BY WILLIAMSON COUNTY

Williamson County shall provide the following information to HLA in a timely manner for HLA to commence the project:

1. All related information as provided by Williamson County.

Initial _____



2. Available maps including but not limited to most recent FEMA flood maps, USGS maps, tax maps, rights-of-way maps, deed information for adjacent landowners, etc.

INDEMNIFICATION:

Williamson County agrees to hold harmless HLA for and against all claims, damages, awards and costs of defense arising out of delays in HLA's performance resulting from events beyond HLA's control.

RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both Williamson County and HLA, the risks have been allocated such that Williamson County agrees that, to the fullest extent permitted by law, HLA's total liability to Williamson County for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed HLA's fee collected. Such causes include, but are not limited to, HLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION:

1. This agreement between Williamson County and HLA may be terminated by either party upon seven days' written notice in the event of persistent failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
2. If this agreement is terminated during the course of performance of the work, HLA shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement.
3. If, prior to termination of this agreement, any work designed or specified by HLA during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from Williamson County, HLA shall be paid for such services performed to receipt of such notice.

SERVICES NOT INCLUDED:

1. Environmental related work.
2. Detailed drainage studies/evaluations.
3. Rights-of-way (ROW) acquisition.
4. Resident engineering inspection.
5. Geotechnical/material testing services.
6. Other services not specifically referenced within this agreement.

Initial ____

FEE:

**PROPOSED FEE SCHEDULE
WILLIAMSON COUNTY CR 137 IMPROVEMENT PROJECT**

<u>Task No.</u>	<u>Description</u>	<u>Fee</u>
1.	Inventory of available data	\$1,250.00
2.	Design survey	8,950.00
3.	Preliminary design	8,600.00
4.	Final design	13,250.00
5.	Advertise & bidding	1,500.00
6.	Construction administration	4,200.00
7.	Record drawing preparation	<u>750.00</u>
	Total	<u>\$38,500.00</u>

The total fee shall not be exceeded without approval of Williamson County. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

Principal	\$110.00
Engineer	\$ 60.00
Technician	\$ 50.00
Clerical	\$ 40.00

BILLINGS/PAYMENTS:

Invoices for HLA's services shall be submitted, at HLA's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. All billings over thirty (30) days past due will be subject to interest charges of 1-1/2% per month on the unpaid balance.

In the event any or all of the account remains unpaid in full ninety (90) days after initial billing, Williamson County shall be responsible for all costs of collection including reasonable attorney's fees.

MEDIATION:

Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation 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 mediation 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 statute of limitations.

Initial _____

ACCEPTED: WILLIAMSON COUNTYBY: John C. DeafenTITLE: County JudgeDATE: 3-21-00

AGENDA ITEM #33

Consider granting variance to Vickie Pavlovich on 1.09 acres out of L.P. Dychees Survey. (Pct 3)

1140

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To grant variance to subdivision regulations requirement of recording plat for resubdivision to Vickie Pavlovich for 1.09 acres out of Lot 3, Tract 12, Section B, North Lake filed in Cabinet H, Slide 362 Williamson County Plat Records

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

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WARRANTY DEED

Date: February 21, 2000

Grantor: Garry Lee Goerdel, Kent DeWayne Goerdel, and Ronald Eldridge Goerdel

Grantor's Mailing Address:

1815 Ranch Road 1869
Liberty Hill, Williamson County, Texas 78642

Grantee: Vickie Lynn Pavlovich

Grantee's Mailing Address:

505 South College Street
Georgetown, Williamson County, Texas 78626

Consideration:

TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

1.09 acres of land, more or less, out of the L.P. DYCHESS SURVEY, Abstract No. 171, in Williamson County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person