

Discuss and consider taking action on final plat of Tonkowa Park at Block House Creek. (Pct 2)

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve final plat of Tonkowa Park at Block House Creek. (Pct 2)

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

AGENDA 18

Discuss and consider taking action on final plat of Rolling Oaks. (Pct 1)

County Engineer Joe England requested this item be taken off the agenda

AGENDA 19

Consider authorizing advertising and setting date to hold public hearing on re-subdivision of Lakewood Country Estates, Phase One, Block A, Lot 2.

County Engineer Joe England requested this item be taken off the agenda

AGENDA 20

Consider approving additional services to Martinez, Wright & Mendez for Co. Rd. 122.

Commissioner Boatright requested this item be tabled until next week.

AGENDA 21

Consider approving agreement with Martinez, Wright & Mendez for work on Co. Rd. 100 (funded from CO's) (Pct 4)

Commissioner Boatright requested this item be tabled until next week.

AGENDA 22

Consider approving agreement with Martinez, Wright & Mendez for work on Co. Rd. 132 and 136. (Funded from CO's) (Pct 4)

Commissioner Boatright requested this item be tabled until next week.

AGENDA 23

Discuss and take appropriate action on proposals for hike & bike trails.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize up to \$8,000.00 payment on a proposal for a regional grant through Texas Parks and Wildlife to be written by Pix Howell of Land Strategies in coordination with Doyle Sebesta of Sebesta Associates and other consultants for all park projects in the county to be allocated from the Economic Development line item.

Vote: 5 - 0

<Clerk Copy Here>

April 18, 2000
Williamson County Commissioner's Court

Update

Texas Parks and Wildlife Regional Grant Proposal

An excerpt from the letter addressed to Judge Doerfler

One of the most exciting changes ushered in with House Bill 2108 is the creation of a "Regional Parks" initiative. This is in part a response to a report prepared by Texas A&M University, Texas Outdoors, A Vision for the Future. One of the conclusions of this study is that there is a need to create large, intensive-use outdoor recreation and park lands in areas surrounding Texas' fastest growing cities. The study also concluded that "an important element of this action is developing TPW capacity for multi-million dollar matching grants to leverage development of these projects with private sector, nonprofit and local agency partners. A second element is ensuring adequate surface water resources for aquatic habitat and water-based recreation. Another is developing regional systems of parks and conservation areas with trail linkages or linear greenways between them and other community amenities". To begin this regional park initiative, the legislature has appropriated a total of \$2 million for the next two years. The first \$1 million must be dedicated to regional park grants by August 31, 2000.

"..a need to create large, intensive-use outdoor recreation and park lands in areas surrounding Texas' fastest growing cities."

- Williamson County is still the fastest growing county in the state and the communities of Round Rock, Cedar Park, Austin, and the Fern Bluff and Brushy Creek MUD's represent the majority of this growth. A trail that runs through these communities, with future ties, west to the highland lakes, east to facilities in Round Rock, and through Hutto, should experience "intensive-use outdoor recreation".

"..grants to leverage development of these projects with private sector, nonprofit and local agency partners."

- The Avery Ranch project represents a significant private participation in the Brushy Creek Trail project. With the dedication of over 125 acres of parkland and a

significant cash contribution the Avery Ranch partnership satisfies the requirement for “private sector” partnerships.

- The property dedicated by Avery Ranch will be held by a nonprofit until the grant is acquired (there has been discussion about the creation of a Williamson County Parks and Recreation Foundation for this purpose).
- Round Rock, Cedar Park, Austin, Fern Bluff MUD and Brushy Creek MUD have all passed resolutions in support of and directing staff to work toward the implementation of the Brushy Creek Trail. Representatives of this group have been meeting over the last eight months identifying design standards, routing issues, and strategies for programming, operation and funding. Each one of these jurisdictions is prepared to jointly sign a letter of support for the Regional Grant Proposal.

“..A second element is insuring adequate surface water resources for aquatic habitat and water based recreation.”

- Brushy Creek has numerous natural ponding areas and a number of Soil Conservation Service structures/lakes along its course. These provide “adequate surface water resources for aquatic habitat and water based recreation.” Development of a trail system along Brushy Creek also provides a healthy storm water runoff buffer to protect water quality in the Creek.

“Another is developing regional systems of parks and conservation areas with trail linkages and linear greenways between them and other community amenities”

- The inception of the Brushy Creek Trail effort came from a desire to connect ongoing recreation efforts: the Williamson County Regional Park; Cedar Park’s Trail Masterplan and the park at Avery Ranch; the YMCA park area; Fern Bluff and Brushy Creek MUD’s trail master plans; Round Rock’s Parks and Trails Masterplan; and other developments interested in supporting linkages throughout the area.

There is no other parks or recreation planning effort in the Central Texas Area that has been so targeted by the Texas Parks and Wildlife Department’s (TPWD) letter. Avery Ranch Partnership has offered to pay for half of the cost of preparation of the Proposal submittal, again demonstrating a private-public partnership.

Attachment: Letter from Andy Sansom, Executive Director of TPWD

Master Planning Effort for defined area (for Summer Grant Cycle)

In June of 1999 the discussions with jurisdictions along the Brushy Creek Trail began. They went as far as the consideration of forming a "multi-jurisdictional" agreement to program, operate and fund the Brushy Creek Trail and other regional recreational opportunities. It became apparent that initial funding would be necessary to demonstrate a growing recreational development effort, to allow the various jurisdictions to work together and form a more binding relationship and that this would most appropriately be done by obtaining grants for development of facilities.

The most common grant opportunity is with the TPWD. The TPWD has two grant cycles, a summer submittal and a winter submittal. These grant applications are evaluated using a matrix developed by TPWD staff. The existence of a "Parks Master Plan" within the jurisdiction of the sponsoring entity gives an applicant a significant "points" advantage. Williamson County, therefore, initiated a Parks Master Plan. Due to the vast area and diverse density of population and demographics, this study would take about a year to complete.

In an effort to identify ways to apply for grants sooner than the summer of 2001, the Brushy Creek Trail working group (Cedar Park, Round Rock, Austin, Fern Bluff and Brushy Creek MUD's, Avery Ranch, other developers and Williamson County) met on January 26, 2000 with Tim Hogsett, Director of Grants, TPWD to discuss grants and grant application strategies. The idea of defining an area within the county as a master planning area based on demographics, drainage boundaries, etc. was explored. Mr. Hogsett pointed out that if a defined area was adopted by the Commissioner's Court it could be allowed to have a separate Master Plan.

The working group has been trying to define a defined area for this separate master plan. TPWD is now reviewing a area defined by: US 183 on the west, FM 1431 on the north, up Sam Bass Rd to the north boundary of the WC Regional Park and back down to FM 1431; east to IH 35; south to the Williamson County/Travis County line; and west along this boundary to US 183. This area includes jurisdictions that have completed a great deal of the work involved in developing a standard Master Plan and their data could readily be compiled into a larger Master Plan.



March 24, 2000

124

Honorable John C. Doerfler
Williamson County Judge
Williamson County Courthouse, 2nd Floor
Georgetown, TX 78626

Dear Judge Doerfler:

When the Texas Legislature passed House Bill 2108 in the last session, several important changes were made to the Texas Recreation and Parks Account (TRPA). As you know, TRPA provides grant assistance to local governments for parks and recreation lands and facilities.

One of the most exciting changes ushered in with House Bill 2108 is the creation of a "Regional Parks" initiative. This is in part a response to a report prepared by Texas A&M University, Texas Outdoors, A Vision for the Future. One of the conclusions of this study is that there is a need to create large, intensive-use outdoor recreation and park lands in areas surrounding Texas' fastest growing cities. The study also concluded that "an important element of this action is developing TPW capacity for multi-million dollar matching grants to leverage development of these projects with private sector, nonprofit and local agency partners. A second element is ensuring adequate surface water resources for aquatic habitat and water-based recreation. Another is developing regional systems of parks and conservation areas with trail linkages or linear greenways between them and other community amenities". To begin this regional park initiative, the legislature has appropriated a total of \$2 million for the next two years. The first \$1 million must be dedicated to regional park grants by August 31, 2000.

We plan to take a "pilot" approach to this program, and select one or more projects that fit closely into the criteria outlined above. We are looking for exemplary projects that will establish high credibility for this new regional park effort. I am asking for your help in finding potential projects which 1) will meet the demand in the urban areas for parks and recreation lands and facilities, 2) are regional in scope, and 3) focus on public-public and public-private partnerships. Regional park grants would require a fifty-percent local match commitment and would be administered in the same way as the TRPA indoor and outdoor grants with which you are already familiar. Because of the short time available to commit the first grants, projects are needed which are already on the drawing board and looking for a source of funding. Local matching funds may be derived from local funds or in-kind contributions, or from donations of land, cash, labor, equipment and materials.

COMMISSIONERS

LEE M. BASS
CHAIRMAN, FT. WORTH

RICHARD (DICK) HEATH
VICE-CHAIRMAN, DALLAS

ERNEST ANGELO, JR.
MIDLAND

JOHN AVILA, JR.
FT. WORTH

CAROL E. DINKINS
HOUSTON

ALVIN L. HENRY
HOUSTON

KATHARINE ARMSTRONG IDEAL
DALLAS

NOLAN RYAN
ALVIN

MARK E. WATSON, JR.
SAN ANTONIO

PERRY R. BASS
CHAIRMAN-EMERITUS
FT. WORTH

ANDREW SANBORN
EXECUTIVE DIRECTOR

*To manage and
conserve the natural
and cultural resources
of Texas for the use and
enjoyment of present
and future generations.*

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512-389-4800
www.tpwd.state.tx.us

If you have a project that seems to fit these parameters, I would ask you to send us a draft proposal containing the following elements:


1. A narrative description of the proposed project, with specific information on how it fits the criteria identified above.
2. An environmental assessment prepared in the attached format.
3. A site location map.
4. A schematic site development plan.
5. Proposed cost estimates for the proposed project.

Your submission will be considered informal at this time, and will likely result in one or more meetings to discuss further details. We request that you get these materials to us by no later than April 28, 2000.

We hope that you will propose a project which will provide quality outdoor recreation experiences for the region of Texas you serve. Through partnerships, we can better serve the future needs of our urban areas. If you need any further clarification or information about this program, please contact Tim Hogsett, Director of Recreation Grants, at (512) 912-7124.

I look forward to hearing from you.

Sincerely,



Andrew Sansom
Executive Director

Enclosures



Judge John Doerfler
Williamson County Commissioners Court
710 Main
Georgetown, Texas 78626

RE: Contractual Agreement for Administrative Management Services to develop a Proposal for a Parks and Wildlife Pilot Regional Park

Dear Judge Doerfler:

Please accept this letter agreement between Langford Community Management Services and Williamson County for the development and completion of a parks and wildlife proposal for a pilot project for a regional park to the Texas Parks & Wildlife Department for Williamson County in cooperation with the Cities of Austin, Cedar Park and Round Rock and the Fern Bluff and Brushy Creek Municipal Utility Districts.

Scope of Services

Langford Community Management Services will write the proposal according to the Parks and Wildlife Department's guidelines, and in cooperation with all applicable state and federal statutes, terms, and conditions.

This contract for service shall include, as a minimum, the following:

1. Langford Community Management Services will develop and write a Parks and Wildlife grant proposal.
2. Prepare and complete all activities related to writing the parks and wildlife proposal for April 28, 2000 submission.

Method of Payment

The amount of \$2,500.00 (two thousand five hundred dollars) will be paid to Langford Community Management Services for performing the above listed scope of services. Payments will be made by the County once the proposal is complete and submitted to the Parks and Wildlife Department Grants Division.

Additional Services

The County and Langford Community Management Services will negotiate a mutually acceptable amendment to this contract for any additional services above the listed scope of services.

Special Provisions

Langford Community Management Services will work with Julie Wolf from Commissioner Mike Heiligenstein's office, as the primary contact and local liaison.

If you are in agreement with the terms of this contract, please sign both original contracts and return one signed copy to me.

Yours truly,
LANGFORD COMMUNITY MANAGEMENT SERVICES

Judy Langford

Accepted and agreed to this _____ day of _____, 2000

Signed:

John C. Doerfler 4-18-00
Judge John Doerfler
Williamson County

County to pay 1/2
\$1,250.00
JCD

Wednesday, April 12, 2000

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

1.512.943.1550

Re: *Proposal for Professional Landscape Architectural Services
Williamson County Trails Master Plan*

Dear Judge Doefler:

We are pleased to submit this proposal for Professional Landscape Architectural 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(s) located along the Brushy Creek Tributary between U.S. Highway 183 in Cedar Park, Texas to I.H. 35 in Round Rock, Texas, all within Williamson County, we shall prepare conceptual trail master plan and subsequent trail design guideline documents as later described which will define the development objectives for the proposed trail system. The goal of these services is to provide an overall **Graphics, Maps and Trail Design Guidelines**, so to establish agreed upon development criteria between the regional participants for inclusion into Texas Parks and Wildlife grant applications.

II BASIC SERVICES

Hall/Bargainer shall provide:

A. Graphics & Maps

Based on meetings with the Client, and other consultants, the Consultant along with the Commissioner's Court will define the Projects limits and requirements to establish an effective regional trail master plan for Williamson county.

1. Conduct/Participate in project meetings with the Client and other consultants to establish development objectives, existing conditions and constraints, and the components of the development.
2. Based on existing information and direction from client and consultant meetings Consultant shall prepare a regional location map and conceptual trail master plan, indicating the various types of trails, trailhead locations, park locations, boundary, property ownerships, jurisdictional boundaries, and any other information as deemed necessary to support the grant application(s).

B. Trail Design Guidelines

Based on the approved program in the Preliminary Trail Master Plan the Consultant shall prepare trail design guidelines for the various trail types and any additional agreed upon standards as necessary to create a consistency of design between the regional partners involved in the overall trail collaboration. Elements to be considered are:

1. Trail Standards
2. Landscape Standards

400 W. Main, Suite 220, Round Rock, Texas, 78664 phone: 512.238.8912 fax: 238.8913 e-mail:arc_timb@inetport.com

3. Lighting Standards
4. Site Furnishing Standards

Develop Trail Design Standards and review with Client and other regional participants for approvals.

Include Trail Design Standards in Texas Parks and Wildlife grant application(s).

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.
- 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. Any necessary digitally mapped information, as required, in AutoCad format if possible.
- 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:

A. **Conceptual Trail Master Plan:** **\$2,000.00**
(Site Location Map and Regional Trails Master Plan)

B. **Trails Design Guidelines:** **\$3,500.00**

Total Lump Sum Fee: \$5,500.00

for the Project described in the Basic Services section. 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.

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:

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 \$500.00.

D. **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, Inc.
Planners & Landscape Architects
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.

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,



Tim A. Bargainer, ASLA, CLARB
Hall/Bargainer, Inc.

Williamson County Williamson County to pay 1/2
\$2,750.00 JCD
by - John C. Daefler County Judge 4-18-00
Accepted by: Date:

Discuss and take appropriate action on engaging services of construction manager for Juvenile facility.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve County Attorney, Eugene Taylor, Commissioner Limmer and Commissioner Hays to negotiate hiring general construction manager for the Juvenile facility,

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

AGENDA 25

10:00

Hold public hearing on re-subdivision of lots 43 & 45 Twin Creek Farms, Phase One.

AT 10:05 a.m. Judge Doerfler declared the public hearing open for discussion on re-subdivision of lots 43 & 45 Twin Creek Farms, Phase One.

Deed restrictions call for a minimum of 1 acre lot size, roads are constructed and this is a private subdivision.

Judge Doerfler declared the public hearing closed at 10:10 a.m. on Tuesday, April 18, 2000.

AGENDA 26

Consider approving re-subdivision of lots 43 & 45 Twin Creek Farms, Phase One.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve re-subdivision of lots 43 & 45 Twin Creek Farms, Phase One.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

<Clerk Copy Here>