

AGENDA ITEM 11Consider approving a line item transfer for 911 Communications:

from: 0100-0581-004999	Miscellaneous	250.00
0100-0581-005000	Capital Outlay	1,000.00
to: 0100-0581-003005	Office Furniture	1,250.00

Moved: Commissioner Limmer

Seconded: Commissioner Hays

Motion: To approve a line item transfer for 911 Communications:

from: 0100-0581-004999	Miscellaneous	250.00
0100-0581-005000	Capital Outlay	1,000.00
to: 0100-0581-003005	Office Furniture	1,250.00

Vote: 5 - 0

&lt; Attachment &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

581	911 Communications	<i>Genira Simpson</i>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 24<sup>th</sup> day of APRIL, 2001, a motion made by COMMISSIONER LIMMER and duly seconded by COMMISSIONER HAYS the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0100-0581-004999	Miscellaneous	\$ 250.00
0100-0581-005000	Capital Outlay	\$ 1000.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0100-0581-003005	Office furniture	\$ 250.00
0100-0581-003005	Office furniture	\$ 1000.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

*John C. Doerfler 4-24-01*  
John C. Doerfler, County Judge

ATTEST: *Nancy E. Rister*  
Nancy Rister, County Clerk

**AGENDA ITEM 12**

**Consider authorizing sale of following fixed asset(s) at next auction:**

- (1) Wyse Terminal A108976 from Tax Office
- (1) Jetsonic Light Bar A101535 from Constable Pct #1
- (3) Grey office partition from Sheriff's Dept
- (1) Blue file cabinet from Sheriff's Dept
- (1) Panasonic calculator A 101006 from Sheriff's Dept
- (1) Panasonic Typewriter A100719 from Sheriff's Dept

**Moved: Commissioner Limmer**

**Seconded: Commissioner Hays**

**Motion: To authorize sale of following fixed asset(s) at next auction:**

- (1) Wyse Terminal A108976 from Tax Office
- (1) Jetsonic Light Bar A101535 from Constable Pct #1
- (3) Grey office partition from Sheriff's Dept
- (1) Blue file cabinet from Sheriff's Dept
- (1) Panasonic calculator A 101006 from Sheriff's Dept
- (1) Panasonic Typewriter A100719 from Sheriff's Dept

**Vote: 5 - 0**

< Attachment >

## CHANGE OF FIXED ASSET STATUS

DATE: 4/10/01

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

QuantityDescriptionModelSerial #1 PANASONIC CalculatorWC # A101 0061 PANASONIC TypewriterWC # A100 719FROM (Transferor): DAVID MCGARAH

TO (Transferee): \_\_\_\_\_

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's Office as of the date shown above.

[Signature]  
Transferor - Elected Official/Department Head

\_\_\_\_\_  
Transferee - Elected Official/Department Head

\*\*\*\*\*

## CHANGE OF RECORD STATUS

STORED: \_\_\_\_\_

Description of Records (include dates)

# of boxes

Time of Storage

DISPOSED: \_\_\_\_\_

Description of Records (include dates)

# of boxes

Date of Disposal

Supervisor

approved 4-24-01  
John C. Dwyer  
4/16/01  
OC  
MTD.

## Change of Fixed Asset Status

Date: 4/12/2001

The following fixed asset is to be:

Sold At Next Auction

## Fixed Asset

Quantity	Description	Model	Serial	Tag #
(1)	JETSONIC Light Bar	—	—	A101535

From (Transferor): CONSTABLE, Pet #1 (551)To (Transferee): County Auction

The Transferor requests that this fixed asset be removed from the inventory of his/her office and placed in the inventory for the Transferee's office as of the date shown above.

  
Transferor - Elected Official/Department Head

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Transferee - Elected Official/Department Head

approved 4.24.01  
John C. Daugherty 4/16/01  
OK MD.

## CHANGE OF FIXED ASSET STATUS

DATE: 04-03-01

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

Quantity	Description	Model	Serial #
1	Office petition Grey in Color	N/A	N/A
2	" " Grey		
1	DR <del>hanging</del> File Cabinet (Blue)		

FROM (Transferor): Rm 111B HQ Sheriff's Dept. of Hunter #1218  
 TO (Transferee): \_\_\_\_\_

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's Office as of the date shown above.

*Rob. Miller*  
 Transferor - Elected Official/Department Head

\_\_\_\_\_  
 Transferee - Elected Official/Department Head

\*\*\*\*\*

## CHANGE OF RECORD STATUS

STORED: \_\_\_\_\_

Description of Records (include dates)

\_\_\_\_\_  
 # of boxes      Time of Storage

DISPOSED: \_\_\_\_\_

Description of Records (include dates)

\_\_\_\_\_  
 # of boxes      Date of Disposal

\_\_\_\_\_  
 Supervisor

approved 4-24-01  
 John C. Dwyer  
 4/16/01  
 OK  
 MB

**Change of Fixed Asset Status**Date: 4/5/01

The following Fixed Asset is to be: (Circle One)

Transferred

Sole

Disposed

Auction

ASSET ID: A108976

**Fixed Asset****Quantity****Description****Model****Serial #**1TERMINAL (WYSE)WY6001C30501022

From (Transferor):

PROPERTY TAX OFFICE

To (Transferee):

~~INFORMATION TECHNOLOGY~~ Auction

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

  
Transferor – Elected Official/Department Head

Transferee – Elected Official/Department Head

C:\Data\Word\Becky\Forms\transfer auction form.doc

Approved 4-24-01  
John C. Sanfey

OK MD 4/12/01

**AGENDA ITEM 13**

Consider noting in minutes receipt of over axle/overweight permit from TxDOT.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To note in minutes receipt of over axle/overweight permit from TxDOT.

Vote: **5 - 0**

< Attachment >



DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

April 06, 2001

Attn: County Clerks,

In accordance with Texas Transportation Code, Chapter 623.013, enclosed is the notification to counties concerning the issuance of Over Axle/Over Gross Weight Tolerance Permits. The statute directs the Texas Department of Transportation to notify each county listed in the permit application for a permit issued under authority of the Texas Transportation Code, Chapter 623, Subchapter B.

If this report is going to the incorrect address please notify the Motor Carrier Division of any mailing address changes.

If you have any questions concerning this information, please contact me at 512-465-3500 or 512-465-3590.

Sincerely,

  
Lawrance R. Smith, Director  
Motor Carrier Division

*noted 4.24.01  
John C. Dwyer*

Enclosure

**Over Axle Weight Tolerance Permit Report  
for  
WILLIAMSON County  
March 10 - March 23  
2000**

<b>A L POSS &amp; SONS INC</b>	<b>8135 BRACKEN CREEK</b>	<b>SAN ANTONIO TX 78266</b>
01032153308T	4VG7DAPG6XN764919 2CY410	TX
01032153309T	4VG7DAPG2XN764917 2CY412	TX
01032153310T	1FUY3WEB6VL788885 2CY431	TX
01032153311T	4VG7DAPG0XN764916 2VY434	TX
01032153312T	4VG7DAPG6XN764922 2CY435	TX
01032153313T	4VG7DAPG4XN764921 2CY437	TX
01032153314T	4VG7DAPG1XN764925 2CY441	TX
01032153315T	4VG7DAPG3XN764918 2CY442	TX
01032153316T	4VGDAUG3XN781911 2CY444	TX
01032153317T	4VG7DAUG6XN781914 2CY446	TX
01032153318T	4VG7DAUG6XN781918 2CY459	TX
01032153319T	1XPGD99X5VD440625 2CY460	TX
01032153320T	4VG7DAPG1XN765069 2CY462	TX
01032153321T	4VG7DAPGXXN765068 2CY465	TX
01032153322T	4VG7DAUG4XN781920 2CY473	TX
01032153323T	3HSCEAXRX1N011774 2AE499	TX
01032153324T	1FUY3MDB9TP801366 2CY482	TX
01032153325T	4VG7DAUG3XN773937 2CY409	TX
<b>ALAN MARTINKA</b>	<b>P O BOX 201</b>	<b>BARTLETT TX 76511</b>
01031953093T	1XKDD89X6MS561075 2DJ505	TX
<b>ALPHA CONCRETE</b>	<b>4000 HWY 183</b>	<b>LEANDER TX 78641</b>
01031453043T	1XKDD69X3SS645178 R1LX64	TX
<b>ALVIN SCHAW</b>	<b>8605 COLES RD</b>	<b>BRENHAM TX 77833</b>
01031253169T	1FUPFSEBX7P740436 2DE311	TX
<b>AZTEC TRUCKING INC</b>	<b>P O BOX 340072</b>	<b>AUSTIN TX 78734</b>
01032153337T	1XKWD69X3XR796545 2CZ342	TX
<b>BIG BOY TRUCKING</b>	<b>PO BOX 1721</b>	<b>MARBLE FALLS TX 78654</b>
01031453139T	1FUYDZYB9SH789313 2BG206	TX
<b>BIG CREEK ,CONSTRUCTION LTD</b>	<b>P O BOX 40</b>	<b>CALVERT TX 77837</b>
01032253035T	1M2P267YXR020460 2AW458	TX
01032253036T	1FUPFMDBXTP605387 2AW456	TX
<b>CARDOZO TECHNOLOGIES</b>	<b>12920 OLD HIGHWAY 20</b>	<b>MANOR TX 78653</b>
01031453132T	1HSRDAL4SH695512 2AL400	TX
<b>CLAYTON HUNTER</b>	<b>1960 N MAIN # A</b>	<b>GIDDINGS TX 78942</b>
01032353109T	2HSFHMZR6MC051388 2BH872	TX
<b>CX TRANSPORTATION</b>	<b>4645 N. CENTRAL EXP</b>	<b>DALLAS TX 75205</b>
01031253163T	1JURAG185P1000415 R68895	TX
01031453145T	1FUYDSYB3PP43822 R2DW90	TX
01032353111T	1XKADR9X5PJ584644 2BB929	TX
<b>CX TRANSPORTATION TIC UNITED</b>	<b>4645 N CENTRAL EXP</b>	<b>DALLAS TX 75205</b>
01032253046T	1JURAG18XR1000252 R68932	TX
01032253047T	1JURAG18XR1000249 R68929	TX
<b>DARRELL MELDE</b>	<b>RT 1 BOX 127</b>	<b>HAMILTON TX 76531</b>
01031453187T	1XKADR9X7R5621027 J1P130	TX



**Over Axle Weight Tolerance Permit Report  
for  
WILLIAMSON County  
March 10 - March 23  
2000**

<b>DAVID KEITH AVERY</b> 01032153188T	<b>P O BOX 1506</b> 1XP5DB9X9PD325480	2DK247	<b>SEALY</b> TX	<b>TX</b>	<b>77474</b>
<b>DOUBLE D SPECIALTY INC</b> 01032353017T	<b>1357 LCR 334</b> 1XP5DR9X8SD366785	2CB155	<b>SHINER</b> TX	<b>TX</b>	<b>77984</b>
<b>E L BALLI TRUCKING</b> 01031253166T	<b>3855 DACY LN</b> 1XP9D29X4EP170298	2EB233	<b>KYLE</b> TX	<b>TX</b>	<b>78640</b>
<b>FRANK SMITH TRUCKING</b> 01031253172T 01031253174T	<b>PO BOX 764</b> 116647P 1XP5DB9X6KN268786	R84732 R1LS25	<b>MARBLE FALLS</b> TX TX	<b>TX</b>	<b>78654</b>
<b>GARY STEVENS</b> 01032353064T	<b>4573 KNIGHT LN</b> 1M1AA18Y81W143651	2CU105	<b>KRUM</b> TX	<b>TX</b>	<b>76249</b>
<b>GEORGETOWN TRANSPORTATION, INC</b> 01032353113T 01032353114T 01032353115T	<b>PO BOX 1106</b> 1NKDLB9X4LJ541974 1FUJDCYBRLP371183 1FUJDSYB1SH706206	2CN610 2AL231 2DJ836	<b>GEORGETOWN</b> TX TX TX	<b>TX</b>	<b>78627</b>
<b>HENSON TRUCKING</b> 01031453038T	<b>P O BOX 10213</b> 1XP5DB9X8RD356755	R1DS26	<b>AMARILLO</b> TX	<b>TX</b>	<b>79116</b>
<b>J C TRUCKING</b> 01031253171T	<b>236 JUNIPWER LANE</b> 1FUJDCYB0RH643809	2CC863	<b>WACO</b> TX	<b>TX</b>	<b>76706</b>
<b>JAMES MAY PIPE &amp; SUPPLY</b> 01032153236T 01032153237T 01032153238T	<b>P O BOX 641</b> 1XP9DB9X7CD200490 1XP5DB9X8SD359418 1XP9DB9X3HD209842	2CY228 2CY151 2CY229	<b>SAN ANGELO</b> TX TX TX	<b>TX</b>	<b>76902</b>
<b>JERRY DON BRYANT</b> 01031953111T	<b>9900 OAKRIDGE CR</b> 1XKWDR9X5VR753517	1CE783	<b>WACO</b> TX	<b>TX</b>	<b>76712</b>
<b>MAJESTIC TRUCKING INC</b> 01031953096T	<b>4699 N IH 35</b> 1FUJDCXB0NH526341	2EF375	<b>GEORGETOWN</b> TX	<b>TX</b>	<b>78628</b>
<b>MATERIALS PRODUCTS INC</b> 01032153246T 01032153247T	<b>P O BOX 141156</b> 4U1JBAME7SR840495 1FUJDCYDH06279	2DG044 2AK870	<b>AUSTIN</b> TX TX	<b>TX</b>	<b>78714</b>
<b>MCMILLIAN TRUCKING CO. INC.</b> 01031253170T	<b>P.O. BOX 266</b> 1M2AA05Y0LW003624	2BG159	<b>LUBBOCK</b> TX	<b>TX</b>	<b>79408</b>
<b>ODEEN HIBBS TRUCKING CO</b> 01032353097T 01032353098T 01032353099T 01032353100T 01032353101T 01032353102T 01032353103T	<b>P O BOX 14332</b> 2HSFBASR4SC013956 2HSFBLSRXP075851 2HSFBLSR1PC075852 2HSFBASR2SC013955 2HSFBLSR3PC075853 2HSFBLSR1PC075849 1XP5DB9X31D561257	2AK333 2AK325 2DG128 2AK332 2AK329 2AK328 2EB225	<b>AUSTIN</b> TX TX TX TX TX TX TX	<b>TX</b>	<b>78761</b>
<b>PLAINS MARKETING LP</b> 01031953029T 01031953030T	<b>P O BOX 4648</b> 2HSFMAMRXT067772 2HSFMAMR3TC067774	2BX040 2BX053	<b>HOUSTON</b> TX TX	<b>TX</b>	<b>77210</b>

**Over Axle Weight Tolerance Permit Report  
for  
WILLIAMSON County  
March 10 - March 23  
2000**

<b>QUALAITY SERVICE TANK LINES</b> 01032353119T	<b>13550 TOEPPERWEIN RD</b> 2FUY3EDB9TA666973 R05541	<b>SAN ANTONIO TX</b>	<b>TX</b>	<b>78233</b>
<b>RALPH GONZALES TRUCKING, INC</b> 01031453186T	<b>PO BOX 1121</b> 1XPCDR9X8RD340216 2DH156	<b>EL CAMPO TX</b>	<b>TX</b>	<b>77437</b>
<b>RAY CRAIN TRUCKING</b> 01031453147T	<b>11410 RICHLAND RD</b> 1XPCD29X2MD308927 2AC050	<b>COUPLAND TX</b>	<b>TX</b>	<b>78615</b>
<b>RAY CRAIN TRUKCING</b> 01031453049T	<b>11410 RICHLAND ROAD</b> 1XKWDB9X3PS582141 2BT208	<b>COUPLAND TX</b>	<b>TX</b>	<b>78615</b>
<b>RONNIE ALLEN</b> 01032353008T	<b>905 E PAM</b> 1XP5DR9XXND317393 2DJ645	<b>ACADEMY TX</b>	<b>TX</b>	<b>76554</b>
<b>S &amp; S GRAIN CO</b> 01031253167T	<b>PO BOX 24</b> 1HSRSAER4VH343702 2BJ063	<b>FLATONIA TX</b>	<b>TX</b>	<b>78941</b>
<b>SCOTTLE W HOLLAND</b> 01032353041T	<b>RR2 BOX 2413</b> 1XKWD60XXYR843097 2EF376	<b>BELTON TX</b>	<b>TX</b>	<b>78513</b>
<b>SHERROD SERVICES LLC</b> 01031453044T 01031453045T 01031453046T	<b>311 LCR 730</b> 1FUYDDYB2SP579337 R2KK13 1FUYDDYB4SP579338 R2KK14 1M2N179Y9FA097198 2CC200	<b>THORNTON TX</b>	<b>TX</b>	<b>76687</b>
<b>SUNOCO INC</b> 01032253030T	<b>P O BOX 2039</b> 2HSFHA4R7RC078211 1SX669	<b>TULSA OK</b>	<b>OK</b>	<b>74120</b>
<b>TEXCON ENTERPRISES INC</b> 01031453113T 01031453114T 01031453115T 01031453116T 01031453117T 01031453118T 01031453119T	<b>1707 GRAHAM RD</b> 1M2AA14Y6NW017361 2DB948 1M1AA14Y4PW023022 2DB950 1M1AA14Y3PW023027 2DB951 1M1AA14Y5PW023028 2DB952 1M1AA14Y7PW023029 2DB953 1M1AA14YXPW023039 2DB954 1M1AA14Y5PW023045 2DB956	<b>COLLEGE TX</b>	<b>TX</b>	<b>77845</b>
<b>TEXTRAN LTD</b> 01032153028T 01032153029T	<b>1707 GRAHAM RD</b> 1M2AA13Y0WW101565 2CN661 1M2AA13YXWW101900 2CN662	<b>COLLEGE STATION TX</b>	<b>TX</b>	<b>77845</b>
<b>TOMMY T'S DUMP TRUCKING INC</b> 01031253188T	<b>PO BOX 473</b> 1HSZJGFR0GHA48218 2CX856	<b>COPPERAS COVE TX</b>	<b>TX</b>	<b>76522</b>
<b>TRANSIT MIX CONCRETE &amp; MATERIAL</b> 01032153133T 01032153134T 01032153135T 01032153136T 01032153137T	<b>P O BOX 5187</b> 1FUYDCXB1RP463469 R1SY26 1FUYDCXB5RP463474 2BY014 1FUYDCXB3TP685972 2DJ460 1FUYDCXB0VA677232 2DJ432 1FUYDCXB2TP685977 2BY021	<b>BEAUMONT TX</b>	<b>TX</b>	<b>77726</b>
<b>TXI TRANSPORTATION CO.</b> 01031453040T 01031453041T 01031453042T	<b>245 WARD RD.</b> 1XP5DB9X0SD378755 R49568 1XP5DU9XXCD507250 R49539 1XP5DU9X3XD507249 R49540	<b>MIDLOTHIAN TX</b>	<b>TX</b>	<b>76065</b>

**Over Axle Weight Tolerance Permit Report  
for  
WILLIAMSON County  
March 10 - March 23  
2000**

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<b>W P MURPHY ,INC</b>	<b>P O BOX 8</b>		<b>CONVERSE</b>	<b>TX</b>	<b>78109</b>
01032253025T	1FUY3ECB4MP386819	2AE492	TX		
01032253026T	1FUY3ECB4MP386819	2AE490	TX		
01032253027T	1M2P270C3YM054405	4LGV19	TX		
01032253028T	1M2P270C0YM054782	2ZBB21	TX		
01032253029T	1M2AA13Y1NW016118	2AE491	TX		
<b>WALTE W BAILEY</b>	<b>811 MOSLEY DR</b>		<b>WACO</b>	<b>TX</b>	<b>76705</b>
01031653027T	1XKADR9X9PS610902	2BD280	TX		
<b>WOODARD CONSTRUCTION CO INC</b>	<b>1903 FM 116</b>		<b>GATESVILLE</b>	<b>TX</b>	<b>76528</b>
01031253181T	1XPFD89X9LD290079	1YYZ10	TX		

**AGENDA ITEM 14**

Consider approving non-paid deputy for Constable Pct #1-Brian Tanzola.

Moved: **Commissioner Limmer**

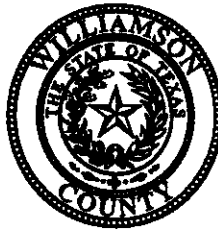
Seconded: **Commissioner Hays**

Motion: To approve non-paid deputy for Constable Pct #1-Brian Tanzola.

Vote: 5 - 0

< Attachment >

## OFFICE OF CONSTABLE GARY GRIFFIN



Justice Precinct One  
County of Williamson  
State of Texas

211 Commerce Cove  
Round Rock, Texas 78664  
Office (512) 248-3239

Honorable John Doerfler  
Commissioner Court  
Williamson County, Texas

April 18, 2001

RE: Deputy Confirmation Request

Judge John,

In accordance with Texas Government Code 86.011(a) I am submitting this request to serve as application in writing for the appointment of a Deputy Constable (non-paid) to assist me with the duties of the Office of Constable, Precinct One, Williamson County. Due to the workload specifically in the area of Mental Health, it would be quite beneficial as well as support with the execution of civil process. This (non-paid) Deputy would cover days when the paid Deputy staff is off (holidays, vacations, etc).

Currently I do not have any non-paid Deputies on staff at this time so this would fill the vacancy created when Jay Busby resigned in September of 2000.

The person to be considered for this proposed Deputy (non-paid) position by name is;

Brian J. Tanzola

Mr. Tanzola is currently a Lieutenant with the Austin Fire Department with special skills as a licensed paramedic & is a Williamson County resident.

Mr. Tanzola does qualify in the manner provided for Deputy Sheriffs as required under Texas Government Code 86.011(b). If you need any additional information regarding this request, please let me know.

Respectfully submitted,

Gary Griffin, Constable  
Precinct One

Approved 4-24-01  
John C. Doerfler

**AGENDA ITEM 15**

Consider acceptance of donation of two aircraft radios from Georgetown Pilots Association revenue from Air Show to County EMS.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To accept donation of two aircraft radios from Georgetown Pilots Association revenue from Air Show to County EMS.

Vote: **5 - 0**

**AGENDA ITEM 16**

Consider acceptance of donation from Mr. Dick Bostwick for EMS.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To accept donation from Mr. Dick Bostwick for EMS.

Vote: **5 - 0**

< Attachment >



04/24/2001

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## Williamson County Emergency Medical Service

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4-19-01

Dear Jane:

Would you please add the following to the Commissioner's Court Agenda?

Acceptance of a donation from Mr. Dick Bostwick in the amount of \$100.00.

Acceptance of a donation from the Georgetown Pilots Association of two aircraft radios valued at \$2,900.00 from revenues received from the Air Show.

Sincerely,

approved 4-24-01  
John C. Dayler

**AGENDA ITEM 17**

Consider approving rural fire contracts for Florence and Bartlett.

Moved: Commissioner Limmer

Seconded: Commissioner Hays

Motion: To approve rural fire contracts for Florence and Bartlett.

Vote: 5 - 0

< Attachment >

THE STATE OF TEXAS

\*

\* KNOW ALL MEN BY THESE PRESENTS

\*

COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the FLORENCE Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

**AGREEMENT**

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$ 34,914.05, in two (2) payments. The first payment being made within the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2001. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during calendar year 2001.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. it is understood and agreed that the County as no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 11 day of April, 2001.

Charles Montgomery  
F.V.F.D. Chief

John C. Doerfler 4-24-01  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

**Florence Volunteer Fire Department****Financial Report****Total For April 1,2000 Through March 31,2001**

<b>REPAIR TRUCKS</b>	<b>\$2,846.56</b>
<b>REPAIR EQUIPMENT</b>	<b>\$241.95</b>
<b>TRUCK PAYMENT</b>	<b>\$6,112.33</b>
<b>CYLINDER LEASE</b>	<b>\$402.59</b>
<b>GAS</b>	<b>\$2,206.79</b>
<b>PHONE</b>	<b>\$240.40</b>
<b>EQUIPMENT</b>	<b>\$11,639.67</b>
<b>DUES</b>	<b>\$327.00</b>
<b>SUPPLIES</b>	<b>\$112.53</b>
<b>TRAINING</b>	<b>\$608.75</b>
<b>PAGERS RENT</b>	<b>\$178.60</b>
<b>CLOTHING</b>	<b>\$3,983.47</b>
<b>BANK FEES</b>	<b>\$88.43</b>
<b>INSURANCE</b>	<b>\$2,051.00</b>
<b>BREATHING AIR</b>	<b>\$388.86</b>
<b>PAGERS</b>	<b>\$4,130.00</b>
<b>MISC.</b>	<b>\$231.01</b>
<b>TOTAL</b>	<b>\$35,789.94</b>



	April	May	June
REPAIR TRUCKS			\$779.56
REPAIR EQUIPMENT	\$41.95		\$40.00
TRUCK PAYMENT	\$336.14		
CYLINDER LEASE	\$29.39	\$31.21	\$31.80
GAS		\$54.45	\$185.82
PHONE	\$56.48		\$4.30
EQUIPMENT	\$3,150.00	\$1,189.75	\$123.00
DUES		\$327	
SUPPLIES			\$45.00
TRAINING			
PAGERS RENT	\$27.40		\$40.36
CLOTHING	\$3,192.83		
BANK FEES			\$210.00
INSURANCE			
BREATHING AIR			
PAGERS			
MISC.	\$1.84		

	July	August	Sept.
REPAIR TRUCKS		\$558.84	\$2,051.64
REPAIR EQUIPMENT		\$30.00	
TRUCK PAYMENT			
CYLINDER LEASE	\$32.76	\$31.80	\$32.76
GAS	\$296.32	\$218.09	\$610.04
PHONE	\$16.48	\$16.36	\$16.36
EQUIPMENT	\$243.66		\$1,073.25
DUES			
SUPPLIES			
TRAINING			
PAGERS RENT	\$13.75	\$13.75	\$13.75
CLOTHING		\$338.92	
BANK FEES	\$70.93		\$17.50
INSURANCE			
BREATHING AIR			\$163.50
PAGERS		\$4,130.00	
MISC.	\$70.32		\$11.25

	October	November	December
REPAIR TRUCKS			
REPAIR EQUIPMENT	\$55.00		
TRUCK PAYMENT	\$6,112.33		
CYLINDER LEASE	\$31.50	\$30.00	\$31.90
GAS	\$380.45		\$151.86
PHONE	\$32.74	\$16.32	\$19.18
EQUIPMENT	\$908.79		\$3,338.55
DUES			
SUPPLIES			
TRAINING			
PAGERS RENT	\$13.75	\$13.75	\$13.75
CLOTHING			\$257.81
BANK FEES			
INSURANCE			
BREATHING AIR			
PAGERS			
MISC.	\$24.00		\$11.25

	January	February	March
REPAIR TRUCKS	\$236.08		
REPAIR EQUIPMENT	\$75.00		
TRUCK PAYMENT			
CYLINDER LEASE	\$31.35	\$42.08	\$46.04
GAS	\$258.30	\$51.46	
PHONE	\$22.27	\$19.47	\$17.11
EQUIPMENT	\$1,307.60		\$305.07
DUES			
SUPPLIES		\$79.32	
TRAINING			\$608.75
PAGERS RENT	\$13.75	\$13.75	\$13.75
CLOTHING	\$193.91		
BANK FEES			
INSURANCE		\$2,051.00	
BREATHING AIR		\$225.36	
PAGERS			
MISC.	\$29.42	\$39.00	

THE STATE OF TEXAS

\*

\* KNOW ALL MEN BY THESE PRESENTS

\*

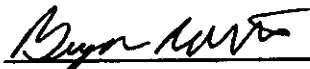
COUNTY OF WILLIAMSON

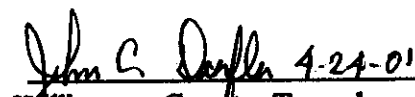
THAT Williamson County, Texas (County), and the BARTLETT Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

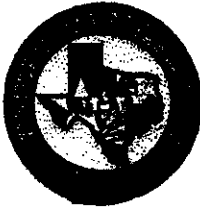
## AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$ 18,033.88, in two (2) payments. The first payment being made within the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2001. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during calendar year 2001.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. it is understood and agreed that the County as no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 10 day of APRIL, 2001.

  
FIRE CHIEF  
BARTLETT VOL. FIREDEPT.

  
Williamson County, Texas by  
John C. Doerflinger, by authority of  
Williamson County



## **BARTLETT VOLUNTEER FIRE DEPARTMENT**

**POB 676 • 200 W. Clark St. • Bartlett, TX 76511 • (254) 527-4133**

March 13, 2001

The Honorable Judge John Doerfler  
710 Main Street  
Georgetown, TX 78626

Dear Judge Doerfler:

The funds received from Williamson County in 2000 were applied to the note on our 1996 Freightliner Engine. The funds allotted to our department for the year 2001 will be spent on the same truck note. If you should need any further information or records please feel free to contact me at 254-527-4133 (Fire Station) or 512-480-4808 (digital pager).

Thank You,

Johnna Rister  
Secretary/Treasurer  
Bartlett Volunteer Fire Department

**AGENDA ITEM 18**

Discuss and consider approving final plat of Planned Unit Development of Escalera Ranch, Section Two.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve final plat of Planned Unit Development of Escalera Ranch, Section Two.

Vote: 5 - 0

**AGENDA ITEM 19**

Discuss and consider approving final plat of Morningside Meadows, Section Six.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve final plat of Morningside Meadows, Section Six.

Vote: 5 - 0

**AGENDA ITEM 20**

Discuss and consider accepting Stone Canyon, Section 5B for county maintenance.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To accept Stone Canyon, Section 5B for county maintenance.

Vote: 5 - 0

< Attachment >

**LUTHER TOUNGATE.  
ROAD INSPECTOR**



3151 S. E. Inner Loop, Suite B  
Georgetown, Texas 78626  
Telephone (512) 930-3330  
Fax (512) 930-3335

**Williamson County  
Unified Road System**


**April 19, 2001**

**Commissioner David Hays  
3151 S. E. Inner Loop  
Suite B  
Georgetown, Texas 78626**

**Re: Stone Canyon, Section 5B**

**Commissioner Hays,**

**I have inspected the Sub-grade, Flex Base, HMAC pavement, and signage. All road work for Stone Canyon, Section 5B has met with Williamson County's regulations. Therefore I recommend county acceptance of the roads in this subdivision.**

  
**Luther W. Tounge  
Williamson County Road Inspector**

*approved 4-24-01  
John C. Daehler*

**LT/bw**

**xc: Joe England**





April 5, 2001

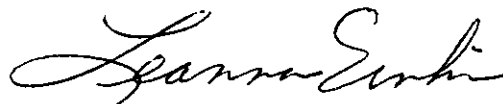
Mr. Luther Toungate  
Williamson County Road and Bridge  
1900 Georgetown Inner Loop  
Georgetown, TX 78626

Re: Street Acceptance of Stone Canyon, Section 5B

Dear Luther:

Please accept this letter as our formal request for acceptance for county maintenance of the streets in Section 5B of the Stone Canyon subdivision. Requested repairs have been made and we believe that the section meets the requirements at this time. If you need further information or documentation to complete the street acceptance process please contact me at 481-0303. Thank you for your help in this matter.

Sincerely,



Leanna Einhaus

/le  
5BSTREETACCEPTANCEfinal.WPD

**AGENDA ITEM 21**

Discuss and consider accepting Stone Canyon, Section 6C for county maintenance.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To accept Stone Canyon, Section 6C for county maintenance.

Vote: **5 - 0**

< Attachment >

**LUTHER TOUNGATE.  
ROAD INSPECTOR**



3151 S. E. Inner Loop, Suite B  
Georgetown, Texas 78626  
Telephone (512) 930-3330  
Fax (512) 930-3335

**Williamson County  
Unified Road System**

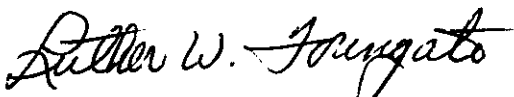
**April 19, 2001**

**Commissioner David Hays  
3151 S. E. Inner Loop  
Suite B  
Georgetown, Texas 78626**

**Re: Stone Canyon, Section 6C**

**Commissioner Hays,**

**I have inspected the Sub-grade, Flex Base, HMA<sup>c</sup> pavement, and signage. All road work for Stone Canyon, Section 6C has met with Williamson County's regulations. Therefore I recommend county acceptance of the roads in this subdivision.**

  
**Luther W. Tountate  
Williamson County Road Inspector**

*approved 4-24-01  
John G. Daeffler*

**LT/bw**

**xc: Joe England**



April 5, 2001

Mr. Luther Toungaie  
Williamson County Road and Bridge  
1900 Georgetown Inner Loop  
Georgetown, TX 78626

Re: Street Acceptance of Stone Canyon, Section 6C

Dear Luther:

Please accept this letter as our formal request for acceptance for county maintenance of the streets in Section 6C of the Stone Canyon subdivision. Requested repairs have been made and we believe that the section meets the requirements at this time. If you need further information or documentation to complete the street acceptance process please contact me at 481-0303. Thank you for your help in this matter.

Sincerely,



Leanna Einhaus

/le  
6CSTREETACCEPTANCEfinal.WPD

**Regular Agenda**

**AGENDA ITEM 22**

Discuss and consider approving preliminary plat of Silver Creek Ranch South.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve preliminary plat of Silver Creek Ranch South.

Vote: 5 - 0

**AGENDA ITEM 23**

Discuss and consider approving preliminary plat of Silver Creek Ranch, Section 5.

Commissioner Boatright requested that this item be tabled until further notice.

**AGENDA ITEM 24**

Discuss and take appropriate action on Sutton County School Lands.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the contract on the south side of the Sutton County School land at \$400.00 per acre, conveying one half the mineral rights that the county owns to the buyer, with the county retaining half of the mineral rights that it currently owns.

Vote: 5 - 0

< Attachment >



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-99

**FARM AND RANCH CONTRACT**

1. **PARTIES:** Williamson County (Seller) agrees to sell and convey to David W. Wallace (Buyer) and Buyer agrees to buy from Seller the property described below.

2. **PROPERTY:** The land situated in Sutton County, Texas, described as follows:  
**See Exhibit "A"**

or as described on attached exhibit, together with all improvements thereon and all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims and permits, easements, all rights and obligations of applicable government programs and cooperative or association memberships. Included with the sale are the following items, if any: windmills and tanks, domestic water systems, curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennas and satellite dish with controls and equipment, permanently installed heating and air conditioning units, window air conditioning units, built-in security and fire detection equipment, plumbing and lighting fixtures, including chandeliers, water softener, stove, built-in kitchen equipment, garage door openers with controls, built-in cleaning equipment, all swimming pool equipment and maintenance accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs and all other property owned by Seller and attached to the above described real property.

The following crops and equipment are included: None

The following property is not included: \_\_\_\_\_

All property sold by this contract is called the "Property." The Property will be conveyed subject to the following exceptions, reservations, conditions and restrictions (if none, insert "none"):

A. Minerals, Royalties, and Timber Interests:

(1) Presently outstanding in third parties:

None

(2) To be additionally retained by Seller:

1/2 Mineral Rights

B. Mineral Leases:

As recorded in the Sutton County Clerk's Office

C. Surface Leases:

To remain intact, transferable to buyer upon closing

D. Easements:

As recorded in the Sutton County Clerk's Office

Initialed for identification by Buyer DWW and Seller \_\_\_\_\_

01A

TREC NO. 25-3

(TAR-1701) 11-8-99

TAR, P.O. Box 2246, Austin, TX 78768-2246

Page 1 of 8

Farm and Ranch Contract

Page Two

11-08-99

## E. Restrictions, Zoning Ordinances or other Exceptions:

Sutton County Subdivision Regulation Ordinances ~~and the State of Texas.~~ *DWW*

## 3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 1,257,680.00

B. (1) Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_

(2) Less: face amount of any lender required stock ..... &lt; \_\_\_\_\_ &gt;

(3) Difference between B(1) and B(2) ..... \$ 0.00C. Sales Price [sum of A and B(3)] ..... \$ 1,257,680.00

*DWW* D. The Sales Price ☒ will ☒ will not be adjusted based on the survey required by Paragraph 6B, and the number of acres over or under 31 44.20 acres will be multiplied by \$ 400.00 per acre. The result thereof will be added to or subtracted from the Sales Price, and the cash amount set out in 3A will be adjusted accordingly; however, if the amount set out in 3A is to be adjusted by more than 10% either party may terminate this contract and the earnest money will be refunded to Buyer.

4. ~~FINANCING:~~ Within \_\_\_\_\_ days after the effective date of this contract Buyer shall apply for all third party financing or noteholder's approval of any assumption and make every reasonable effort to obtain financing or assumption approval. Financing or assumption approval will be deemed to have been obtained when the lender determines that Buyer has satisfied all of lender's financial requirements (those items relating to Buyer's net worth, income and creditworthiness). If financing (including the face amount of any lender required stock) or assumption approval is not obtained within \_\_\_\_\_ days after the effective date hereof, this contract will terminate and the earnest money will be refunded to Buyer. Each note to be executed hereunder must be secured by vendor's and deed of trust liens.

The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☐ A. THIRD PARTY FINANCING:

☐ (1) This contract is subject to approval for Buyer of a third party first lien note of \$ \_\_\_\_\_ (including the face amount of any lender required stock) payable at \_\_\_\_\_ intervals for not less than \_\_\_\_\_ years with the initial interest rate not to exceed \_\_\_\_\_ % per annum.

☐ (2) This contract is subject to approval for Buyer of a third party second lien note of \$ \_\_\_\_\_ (including the face amount of any lender required stock) payable at \_\_\_\_\_ intervals for not less than \_\_\_\_\_ years with the initial interest rate not to exceed \_\_\_\_\_ % per annum.

☐ B. SELLER FINANCING: A promissory note from Buyer to Seller of \$ \_\_\_\_\_, bearing \_\_\_\_\_ % interest per annum, secured by vendor's and deed of trust liens, in accordance with the terms and conditions set forth in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

☐ C. ASSUMPTION:

☐ (1) Buyer shall assume the unpaid principal balance of a first lien promissory note payable to \_\_\_\_\_ dated \_\_\_\_\_, which unpaid balance at closing will be \$ \_\_\_\_\_ (including the face amount of any lender required stock). The total current monthly payment including principal, interest and any reserve deposits is \$ \_\_\_\_\_. Buyer's initial payment will be the first payment due after closing.

☐ (2) Buyer shall assume the unpaid principal balance of a second lien promissory note payable to \_\_\_\_\_ dated \_\_\_\_\_, which unpaid balance at closing will be \$ \_\_\_\_\_ (including the face amount of any lender required stock). The total current monthly payment including principal, interest and any reserve deposits is \$ \_\_\_\_\_. Buyer's initial payment will be the first payment due after closing.

If any assumed loan initially required the purchase of lender's stock, the sale of the Property will include such stock.

Buyer's assumption of an existing note includes all obligations imposed by the deed of trust securing the note. If the unpaid principal balance(s) of any assumed loan(s) as of the Closing Date varies from the loan balance(s) stated above, the ☐ cash payable at closing ☐ Sales Price will be adjusted by the amount of any variance; provided, if the total principal balance of all assumed loans varies in an amount greater than \$500.00 at closing, either party may terminate this contract and the earnest money will

Initialed for Identification by Buyer *DWW* and Seller *Jed*

01A

TREC NO. 25-3

(TAR-1701) 11-8-99

TAR, P.O. Box 2246, Austin, TX 78768-2246

Page 2 of 8

Farm and Ranch Contract

Page Three 11-08-99

be refunded to Buyer unless the other party elects to eliminate the excess in the variance by an appropriate adjustment at closing. If the noteholder on assumption requires (a) Buyer to pay an assumption fee in excess of \$ \_\_\_\_\_ in C(1) above or \$ \_\_\_\_\_ in C(2) above, and Seller declines to pay such excess or (b) an increase in the interest rate to more than \_\_\_\_\_ % in C(1) above or \_\_\_\_\_ % in C(2) above, or (c) any other modification of the loan documents, Buyer may terminate this contract and the earnest money will be refunded to Buyer. A vendor's lien and deed of trust to secure assumption will be required, which will automatically be released on execution and delivery of a release by noteholder. If Seller is released from liability on any assumed note, the vendor's lien and deed of trust to secure assumption will not be required.

**NOTICE TO BUYER:** The payments, interest rates or other terms of some loans may be adjusted by the lender at or after closing. If you are concerned about the possibility of future adjustments, do not sign the contract without examining the notes and deeds of trust.

**NOTICE TO SELLER:** Your liability to pay the note assumed by Buyer will continue unless you obtain a release of liability from the lender. If you are concerned about future liability, you should use the TREC Release of Liability Addendum.

- ☐ D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING: Within \_\_\_\_\_ days after the effective date of this contract, Buyer shall deliver to Seller ☐ credit report ☐ verification of employment including salary ☐ verification of funds on deposit in financial institutions ☐ current financial statement to establish Buyer's creditworthiness for assumption approval or seller financing and ☐ \_\_\_\_\_

If Buyer's documentation is not delivered within the specified time, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery, and the earnest money will be paid to Seller. If this contract is not so terminated, Seller will be deemed to have accepted Buyer's credit. If the documentation is timely delivered, and Seller determines in Seller's sole discretion that Buyer's credit is unacceptable, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery and the earnest money will be refunded to Buyer. If Seller does not so terminate this contract, Seller will be deemed to have accepted Buyer's credit. Buyer hereby authorizes any credit reporting agency to furnish to Seller at Buyer's sole expense copies of Buyer's credit reports.

5. **EARNEST MONEY:** Buyer shall deposit \$ 25,000.00 as earnest money with Sonora Abstract Company at 212 NE Main Street, Sonora, TX 76950 (Address), as escrow agent, upon execution of this contract by both parties. Additional earnest money of \$ \_\_\_\_\_ must be deposited by Buyer with escrow agent on or before \_\_\_\_\_. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

- ☒ A. **TITLE POLICY:** Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (the Title Policy) issued by Stewart Title Company (the Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
  - (2) Liens created as part of the financing described in Paragraph 4.
  - (3) Those matters specifically described in Paragraph 2.
  - (4) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.
  - (5) The standard printed exception as to marital rights.
  - (6) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (the Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand deliver the Commitment and related documents to Buyer at Buyer's address shown below. If the Commitment is not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days.

- ☐ B. **SURVEY:** (Check one box only)
- ☒ (1) Within 30 days after the effective date of this contract, Buyer shall obtain a survey at Buyer's expense.

Initialed for identification by Buyer OWW and Seller gab

01A

TREC NO. 25-3

(TAR-1701) 11-8-99

TAR, P.O. Box 2246, Austin, TX 78768-2246

Page 3 of 8

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Farm and Ranch Contract

Page Four 11-08-99

- ☐ (2) Within \_\_\_\_\_ days after the effective date of this contract, Seller shall cause a survey to be delivered to Buyer at Seller's expense.
- ☐ (3) Within \_\_\_\_\_ days after the effective date of this contract, Seller will deliver to Buyer the existing survey plat of the Property dated \_\_\_\_\_, which  
☐ will ☐ will not be recertified to a date subsequent to the effective date of this contract at the expense of ☐ Buyer ☐ Seller.

The survey must be made by a Registered Professional Land Surveyor acceptable to the Title Company and any lender.

Buyer will have 7 days after the receipt of the latter of the Commitment or survey to object in writing to matters disclosed in the Commitment or survey except for those matters specifically described in Paragraph 2. Buyer's failure to object under Paragraph 6 within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment will not be deemed to have been waived. Seller shall cure the timely objections of Buyer or any third party lender within 20 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured by the extended Closing Date, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer elects to waive the objections.

- ☐ C. ABSTRACT OF TITLE: TREC Addendum for Abstract of Title, or an addendum required by the parties, is attached.

#### NOTICE TO SELLER AND BUYER:

- (1) Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and the Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) Eligibility for government farm program benefits may depend upon compliance with a soil conservation plan for the Property. Buyer is advised to determine whether the property is subject to and in compliance with a plan before signing this contract.
- (4) Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum either promulgated by TREC or required by the parties should be used.
- (5) If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) If the Property abuts the tidally influenced submerged lands of the state, Section 33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum either promulgated by TREC or required by the parties should be used.
- (7) Unless expressly prohibited in writing by the parties, Seller may continue to show the Property for sale and to receive, negotiate and accept back-up offers.
- (8) Any residential service contract that is purchased in connection with this transaction should be reviewed for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

#### 7. PROPERTY CONDITION:

- A. INSPECTIONS, ACCESS AND UTILITIES: Buyer may have the Property inspected by an inspector selected by Buyer, licensed by TREC or otherwise permitted by law to make such inspections. Seller shall permit access to the Property at reasonable times for inspection, repairs and treatment and for

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Farm and Ranch Contract

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reinspection after repairs and treatment have been completed. Seller shall pay for turning on utilities for inspection and reinspection.

**B. SELLER'S DISCLOSURE NOTICE PURSUANT TO SECTION 5.008, TEXAS PROPERTY CODE (Notice) (check one box only):**

☐ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs.

☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.

**C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure ☐ is ☐ is not attached.**

**D. ACCEPTANCE OF PROPERTY CONDITION: (check one box only):**

☐ (1) In addition to any earnest money deposited with escrow agent, Buyer has paid Seller \$ \_\_\_\_\_ (the "Option Fee") for the (i) right to inspect the Property at Buyer's cost, (ii) right to conduct feasibility studies as Buyer deems necessary and (iii) unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the effective date of this contract. If Buyer gives notice of termination within the time specified, the Option Fee will not be refunded, however, any earnest money will be refunded to Buyer. If Buyer does not give notice of termination within the time specified, Buyer will be deemed to have accepted the Property in its current condition and the Option Fee ☐ will ☐ will not be credited to the Sales Price at closing.

☒ (2) Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following repairs and treatment: None

**E. LENDER REQUIRED REPAIRS AND TREATMENTS (REPAIRS):** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs or treatments for wood destroying insects. If the cost of lender required repairs exceeds 5% of the Sales Price, Buyer may terminate this contract.

**F. COMPLETION OF REPAIRS AND TREATMENT.** Unless otherwise agreed by the parties in writing, Seller shall complete all agreed repairs and treatment prior to the Closing Date. Repairs and treatments must be performed by persons who regularly provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatment prior to the Closing Date, Buyer may do so and the Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatment.

**8. BROKER'S FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

**9. CLOSING:** The closing of the sale will be on or before May 18, 2001, or within 7 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (the Closing Date). If financing or assumption approval has been obtained pursuant to Paragraph 4, the Closing Date will be extended up to 15 days if necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained in Paragraph 15. At closing Seller shall furnish tax statements or certificates showing no delinquent taxes, and a general warranty deed conveying good and indefeasible title showing no additional exceptions to those permitted in Paragraph 6.

**10. POSSESSION:** Seller shall deliver possession of the Property to Buyer on closing and funding in its present or required condition, ordinary wear and tear excepted. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a temporary lease form promulgated by TREC or required by the parties will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership or possession as insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

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**11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to this sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Executive rights and 1/2 minerals owned will be conveyed to Buyer at time of closing. Buyer shall have the right to obtain a survey at Buyers expense of all or any of the tracts as described on "Exhibit A". Any adjustments to the purchase price under paragraph 3 shall be on a tract by tract basis.

**12. SETTLEMENT AND OTHER EXPENSES:**

**A. The following expenses must be paid at or prior to closing:**

- (1) Appraisal fees will be paid by \_\_\_\_\_.
- (2) The total of loan discount fees (including any Texas Veterans' Housing Assistance Program Participation Fee) may not exceed \_\_\_\_\_ % of the loan of which Seller shall pay \_\_\_\_\_ and Buyer shall pay the remainder. The total of any buydown fees may not exceed \_\_\_\_\_ which will be paid by \_\_\_\_\_.
- (3) Seller's Expenses: Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses stipulated to be paid by Seller under other provisions of this contract.
- (4) Buyer's Expenses: Loan application, origination and commitment fees; loan assumption costs; preparation and recording of deed of trust to secure assumption; lender required expenses incident to new loans, including PMI premium, preparation of loan documents, recording fees, tax service and research fees, warehouse or underwriting fees, copies of restrictions and easements, amortization schedule, premiums for mortgagee title policies and endorsements required by lender, credit reports, photos; required premiums for flood and hazard insurance; required reserve deposit for insurance premiums and ad valorem taxes; interest on all monthly installment notes from date of disbursements to one month prior to dates of first monthly payments; customary Program Loan costs for Buyer; one-half of escrow fee; and other expenses stipulated to be paid by Buyer under other provisions of this contract.

**B.** If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. In no event will Buyer pay charges and fees expressly prohibited by the Texas Veterans' Housing Assistance Program or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

- A. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. *If a loan is assumed* and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.
- B. ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.

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- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. DISPUTE RESOLUTION:** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The parties are encouraged to use an addendum approved by TREC to submit to mediation disputes which cannot be resolved in good faith through informal discussion.
- 17. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 18. ESCROW:** The earnest money is deposited with escrow agent with the understanding that escrow agent is not (a) a party to this contract and does not have any liability for the performance or nonperformance of any party to this contract, (b) liable for interest on the earnest money and (c) liable for any loss of earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's closing costs and any excess refunded to Buyer. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the Sales Price unless securing payment of any loans assumed by Buyer and (b) assumed loans will be without default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the Earnest Money will be refunded to Buyer. All representations contained in this contract will survive closing.
- 20. FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
- 21. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (list):  
Exhibit "A", Mediation Agreement, exhibiting own job
- 22. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This is intended to be a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of this contract, consult

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Farm and Ranch Contract

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your attorney BEFORE signing.

Buyer's

Attorney is: AL ELLIOTT

Seller's

Attorney is: \_\_\_\_\_

23. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:

David W. WallaceP.O. Box 1508Sonora, TX 76950Telephone: 915-387-6551Facsimile: 915-387-6554

To Seller at:

Williamson County710 Main Street, Ste 201Georgetown, TX 78626

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (THE EFFECTIVE DATE). (BROKER: FILL IN IN THE DATE OF FINAL ACCEPTANCE.)

David W. Wallace  
Buyer David W. Wallace

Buyer

John C. Dauffer 4-24-01  
Seller Williamson County

Seller

The form of this contract has been approved by the Texas Real Estate Commission. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for complex transactions. Extensive riders or additions are not to be used. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 25-3. This form replaces TREC NO. 25-2.

## BROKER INFORMATION AND RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker represents

- ☐ Seller as Listing Broker's subagent  
☐ Buyer only as Buyer's agent

License No. \_\_\_\_\_

Scott J. Jacoby

Listing Broker represents

- ☐ Seller and Buyer as an intermediary  
☒ Seller only as Seller's agent

0202412

License No. \_\_\_\_\_

Listing Associate \_\_\_\_\_

Telephone \_\_\_\_\_

Associate \_\_\_\_\_

Telephone \_\_\_\_\_

Selling Associate \_\_\_\_\_

Telephone \_\_\_\_\_

Broker Address \_\_\_\_\_

215 E. Main St., Sonora, TX 76950

Broker Address \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

915-387-6115

Telephone \_\_\_\_\_

915-387-2402

Facsimile \_\_\_\_\_

## RECEIPT

Receipt of ☐ Contract and ☐ \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.

Escrow Agent: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address \_\_\_\_\_

Facsimile: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

01A

TREC NO. 25-3



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

01-08-01

### MEDIATION ADDENDUM CONCERNING THE PROPERTY AT

3,144.20+/- Acres in Sutton County

Sonora

(Street Address and City)

The parties to the contract agree to negotiate in good faith in an effort to resolve any dispute related to the transaction set forth in this contract that may arise between the parties or between a party and a broker.

Disputes will be submitted to mediation before resorting to litigation.

The obligations of this Mediation Addendum will survive closing.

☒ If the need for mediation arises, the parties to the dispute shall choose a mutually acceptable mediator and share the cost of mediation equally.

☐ If the need for mediation arises, mediation services will be provided by \_\_\_\_\_ and the parties to the dispute shall share the cost of mediation equally.

NOTE: Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who helps to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

Date: 4/18/2001

Buyer David W. Wallace

Seller Williamson County

Buyer

Seller

Since brokers are not parties to the contract, their signatures are not required on this addendum. However, any broker who signs this addendum is bound by its terms.

Other Broker

Scott J. Jacoby  
Listing Broker

By: \_\_\_\_\_

By: \_\_\_\_\_

The form of this addendum has been approved for voluntary use by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-8544. (<http://www.trec.state.tx.us>) TREC No. 35-2. This form replaces TREC No. 35-1.

# "Exhibit A"

Ranch Property in eastern Sutton County, containing 3,144.20+/- acres, more fully described as:

<u>Survey</u>	<u>Abstract</u>	<u>Original Grantee</u>	<u>Approximate Acres</u>
2	781	WILLIAMSON COUNTY	27.08
2 ½	525	J.P. STEVENSON	37.65
3	782	WILLIAMSON COUNTY	281.61
4	783	WILLIAMSON COUNTY	320.00
5	784	WILLIAMSON COUNTY	320.00
6	785	WILLIAMSON COUNTY	320.00
7	788	WILLIAMSON COUNTY	320.00
23	648, Block 7	T.W.N.G. RY. CO.	204.00
27	571	WILLIAMSON COUNTY	636.00
28	1,141	WILLIAMSON COUNTY	428.00
17	575	WILLIAMSON COUNTY	71.00
16	1,140	WILLIAMSON COUNTY	<u>178.86</u>
			3144.20

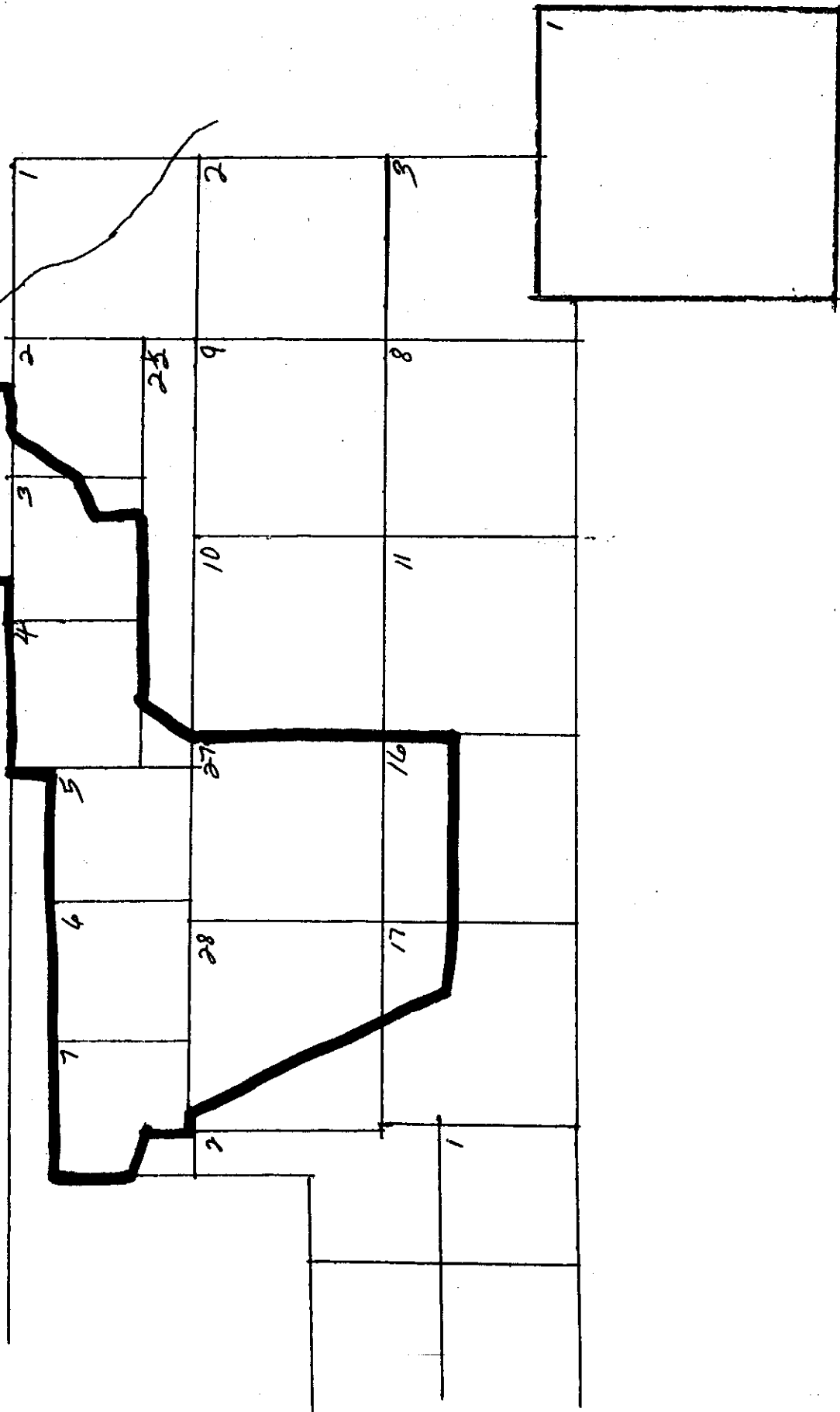
AS SHOWN ON MAP ATTACHED

AS EXHIBIT "B"

DWW  
jed

WILLIAMSON COUNTY  
SCHOOL LAND

I-10 OLD 890



DAVID W. WALLACE  
P.O. BOX 1508  
SONORA, TX 76950

88-137/1149  
3948234

NO 124

Date 4/18/2001

Sonora Abstract Company \$ 25000.00  
Twenty Five Thousand & No/100

WESTEXAN ACCOUNT

THE BANK & TRUST  
20.000, Sonora, Tx 76950 • 800-423-5700 • www.thebankandtrust.com

Memo Williamson Co Paper W.D. Wallace

⑆ 11490137010124 ⑈ 39 4823 4 ⑈



**AGENDA ITEM 25**

Discuss and consider assigning CR #291 to unnamed road between CR 237 and CR 310.

Moved: **Commissioner Hays**

Motion: To assign CR #291 to unnamed road between CR 237 and CR 310.

Motion died for lack of second.

This item was tabled until the May 1, 2001 meeting.

**AGENDA ITEM 26**

Consider granting variance to water well location on Lot 63, High River Ranch.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To grant variance to water well location on Lot 63, High River Ranch.

Vote: **5 - 0**

**AGENDA ITEM 27**

Consider approval of interlocal agreement with City of Cedar Park regarding Cypress Creek Road.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with City of Cedar Park regarding Cypress Creek Road, with the county to allocate \$3,000,000.00 from General Obligation bonds to connect Cypress Creek Road to Brushy Creek Road.

Vote: **5 - 0**

< Attachment >

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between WILLIAMSON COUNTY (the "County") and the CITY OF CEDAR PARK, TEXAS (the "City"), political subdivisions of the State of Texas.

### **WITNESSETH:**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the City is designing and constructing a four-lane divided roadway from US 183 to Brushy Creek Road as an extension of Cypress Creek Road (the "Project") in the approximate location as shown on Exhibit "A," attached hereto and incorporated herein; and

**WHEREAS**, the initial funding for the Project was approved by the voters of the City in a bond election for that purpose held in 1997; and

**WHEREAS**, subsequent to the approval of the initial funding by the voters for the Project, an elevated intersection (the "Intersection") is required to be incorporated into the Project in order to accommodate future access points for a proposed interchange with US 183A; and

**WHEREAS**, the additional costs for design and construction of the Intersection will now exceed the initial funding approved for this Project; and

**WHEREAS**, the County finds that completion of the Project and the Intersection is consistent with the Williamson County Multi-Corridor Transportation Plan, is an integral connection road between Brushy Creek Road and U.S. 183, and is a crucial element in the transportation network for the City and the County and thus serves a county purpose;

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

**I.**

**Terms and Conditions**

1. The City agrees to perform all necessary and appropriate engineering, design and construction of the Project and Intersection, including the acquisition of all necessary right-of-way and related costs.
2. As consideration for the construction of the Project and Intersection by the City, the County will provide, contribute and convey to the City an amount of \$3 million (\$3,000,000.00) to assist with costs of construction of the Project and Intersection. Such funds shall be deposited on or before December 31, 2001 unless another date is mutually agreed upon by the City and the County.
3. Upon completion of the Project and Intersection, and upon dedication and conveyance of the roadway and right-of-way from the County, the City agrees to accept jurisdiction and maintenance for the entire length of Brushy Creek Road from US 183 to Parmer Lane.


**II.**

**Miscellaneous**


1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.
3. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.


4. This Agreement shall be binding upon and inure to the benefit of the County and the City and their respective heirs, personal representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
5. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
6. The effective date of this Agreement shall be the date stated below.

Dated this \_\_\_\_ day of April, 2001.

  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

ATTEST:

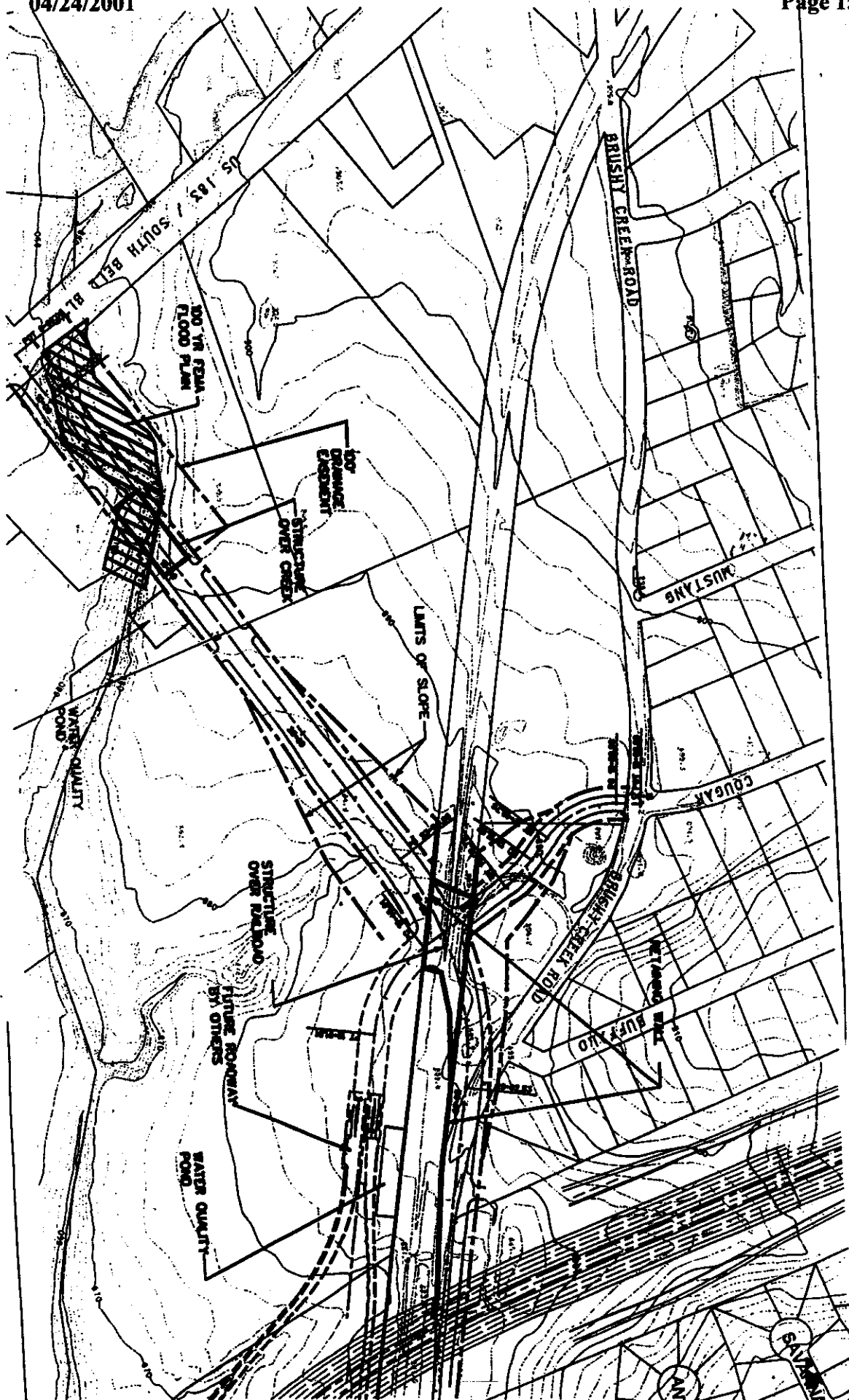
  
Nancy Rister, County Clerk

  
BOB YOUNG, Mayor  
City of Cedar Park, Texas

ATTEST:

  
LeAnn Barnes, City Secretary

# EXHIBIT A



**AGENDA ITEM 28**

Consider authorizing advertising and setting date to receive proposals for Internet and telephone payment procedures related to collections at Tax-Assessor/Collector office.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize advertising and setting date of public hearing on proposals for Internet and telephone payment procedures related to collections at Tax-Assessor/Collector office for May 17, 2001 at 10:00 a.m. in the County Auditor's office.

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

**AGENDA ITEM 29**

Consider approving an interlocal agreement with City of Georgetown for construction of the 30-inch water line along Cedar Breaks Rd.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement with the City of Georgetown for construction of the 30-inch water line along Cedar Breaks Road.

Vote: 5 - 0

< Attachment >

**STATE OF TEXAS}**  
**COUNTY OF WILLIAMSON }**

## **INTERLOCAL AGREEMENT**

**Between the**  
**CITY OF GEORGETOWN**  
**and**  
**WILLIAMSON COUNTY, TEXAS**

This agreement is made and entered into by and between the City of Georgetown (City), a Texas home rule municipal corporation, and the Williamson County, both located in Williamson County, Texas, and acting through their respective governing bodies pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

### **RECITALS**

WHEREAS, the parties are planning the construction of various road and utility projects in conjunction with the D.B.Wood Road project near Lake Georgetown that may include a bridge now known as Cedar Breaks Bridge across the North Fork San Gabriel River;

WHEREAS, the City will construct a 30" waterline along Cedar Breaks Road, the bridge and connecting to the City's waterline located on D.B.Wood Road, and

WHEREAS, the parties desire to provide for easement acquisition, engineering services, construction bidding, and cost allocation in connection with such project, and

WHEREAS, it is mutually advantageous to both parties to enter into the arrangement evidenced by this Agreement.

**NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows:**

1. The City agrees to acquire easement for the 30" waterline to be located along Cedar Breaks Road, Cedar Breaks Bridge and D.B.Wood Road from the Corps of Engineers.
2. The line will be constructed within the easement acquired by the City.
3. The City will contract with Camp, Dresser and McKee (CDM) to perform engineering services and engineer the pipeline outside the confines of the

bridge along and parallel to the road and the county engineer Post, Buckley, Schue and Jernigan, Inc. (PBS&J) will engineer the project over the bridge.

4. The contractor and engineer will report to the City representative on the project.
5. The line will be designed under the city standards for line construction.
6. CDM will engineer their portion of the project and turn the plans and specifications over to the County to include in the County's bid package.
7. The line will be constructed under the County Contract with the City reimbursing the County for the construction of the line based on the bids that are received (with the County obtaining a separate bid value on the pipeline portion of the bid project).
8. The City will inspect the pipeline project and will serve as onsite project manager for the construction of the pipeline.
9. Bids for the overall project are expected to go out to bidders in May 2001.
10. It is contemplated that this agreement will be completed within 18 months or thereafter as may be reasonably necessary to complete construction of the project.

The parties shall observe and comply with all Federal, State, and City laws, rules, ordinances and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this Agreement.

If any 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.



**NOTICE**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certified fees prepaid;

**CITY:**

George Russell  
City Manager  
City of Georgetown  
P.O. Box 409  
Georgetown, Texas 78627

**COUNTY:**

John Doerfler  
County Judge  
Williamson County  
710 South Main  
Georgetown, TX. 78626

*With a copy to the Office of the City Attorney for Georgetown, Texas.*

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

**ENTIRE AGREEMENT**

This Agreement, and any exhibits attached, is the complete and entire Agreement between the parties. Any modification or amendment shall not be effective unless signed in writing by both parties.

The laws of the State of Texas govern this Agreement and all obligations under this Agreement are performable in Williamson County, Texas.

SIGNED this \_\_\_\_\_ day of March 2001.

**CITY OF GEORGETOWN**BY: 


MaryEllen Kersch, Mayor

ATTEST:

  
Sandra Lee, City Secretary**WILLIAMSON COUNTY**BY: 

John Doerfler, County Judge

Approved as to form and content:

  
Gary D. Martin  
Deputy City Attorney

04/24/2001

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April 5, 2001

Honorable Judge John Doerfler  
Williamson County Judge  
710 South main Street  
Georgetown, TX 78626

Subject: Interlocal Agreement

Dear Judge Doerfler:

Enclosed is the partially executed Interlocal Agreement, between the City of Georgetown and Williamson County for construction of the 30-inch water line, along Cedar Breaks Road.

The agreement has been signed by City Mayor, MaryEllen Kersch and City Secretary, Sandra Lee and is ready to be fully executed.

Once you have signed the agreement, will you please mail us a copy of the fully executed agreement for our records?

Thank you in advance for your assistance in this matter.

Sincerely,

Laura Wilkins  
Administrative Assistant  
City of Georgetown  
Community Owned Utilities  
1101 North College Street  
Georgetown, TX 78626

**AGENDA ITEM 30**

Consider approving contract with Evercom Systems, Inc for new inmate telephone system.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve contract with Evercom Systems, Inc for new inmate telephone system.

Vote: 5 - 0

< Attachment >

**Information Technology Services****INTEROFFICE MEMO**

April 23, 2001

To: Judge John Doerfler  
Commissioner Mike Heiligenstein  
Commissioner Greg Boatright  
Commissioner David Hays  
Commissioner Frankie Limmer

From: Jay Schade, Director, Information Technology Services

Subject: EverCom Inmate Telephone System Upgrade

*approved 4-24-01  
John C. Doerfler*

Attached you will find documentation in support of Item #30 on the agenda (EverCom Inmate Phone System).

In response to the concerns of the Auditors' Office, I personally called eight different counties who are currently using the inmate phone system proposed by EverCom Systems, Inc. The comments I received were unanimously positive, all highly recommending the system. Also, I found that the commission proposed for Williamson County (50%) is a higher percent than almost all of the counties and it is surpassed by only one of the counties I contacted (Denton Co - 50.5%). It is reasonable that the commission would be higher when the volume of calls generated, and thus the revenue generated, is significantly higher. We, in turn, will negotiate a higher percentage upon completion of the jail expansion when our telephone traffic will significantly increase as well.

Gene Taylor, Dale Rye, David Flores and Bob Space have all reviewed the contract. The primary concerns were two expressed by Bob Space. One was whether or not the proposed commission was in line with that paid to other counties. The second was whether or not we could negotiate a signing bonus to be paid upon execution of the contract. As I mentioned above, the 50% commission is reasonable and in line with other counties. As for a bonus paid up-front, the only county that received money up-front was Wilson County and that money was not in addition to the commissions, but simply an advance on those commissions. They needed that money to purchase other computer equipment for a non-related project. In return for the advance commissions, they signed a 9-year contract at a much lower commission rate (30%).

Because of the reasons I stated last week in court which were confirmed by my conversations with the counties I contacted (i.e. the investigative tools provided in the system in the way of monitoring, recording and tracking calls, the ability of citizens to block calls, and the fact that our revenue remains the same), **I recommend that we approve the three-year contract with EverCom Systems.**

Thank you.

## References for EverCom Inmate Telephone System

		#Monitors	Comm%	\$UpFront
<b>Hays County</b> San Marcos, TX	Population 286	1 (need 2)	36%	
-Chose EverCom because of they've had good experience with them in the past.				
<b>Denton County</b> Denton, TX	Population 961	1	50.5%	
-Went out for bid... EverCom won.				
<b>Wilson County</b> Floresville, TX	Population 160	1	30%	\$200,000 (advance commission)
-Went out for bid... chose EverCom because of advance commission and higher rate.				
<b>Brazos County</b> Bryan, TX	Population 583	2 (2 separate sites, +1 in Juvenile)	46%	
-Went out for bid... EverCom won.				
-Specifically did not want up-front money, only commission so could compare fairly.				
<b>Tom Green County</b> San Angelo, TX	Population 265	1	50%	
-“We love it!”				
<b>Hale County</b> Plainview, TX	Population 190	1	7%	
-Chose EverCom because they were happy with their existing relationship.				
<b>Collin County</b> McKinney, TX	Population 704	2	28%	
-“Would highly recommend getting a CD-writer... because of the vast wealth of info, we got many more requests (subpoenas) for information. We actually need another person two or three days a week to handle all the requests.”				
<b>San Patricio Co</b> Sinton, TX	Population 232	1	35%	
-Had SW Bell... went out for bid... EverCom won.				

**\*\* In contacting the counties listed, the following comments were heard:**

“I haven’t heard of anyone getting higher than 50-51% commission”

“We need two monitor stations because the usage increased so much after upgrading to the CAM system”

“We absolutely love it!”

“We need a CD-Writer and another person just to handle the added volume because the DA’s office is requesting so much more information that we didn’t have before.”

“If you go out for bid for an inmate phone system, you are likely to get a lower commission, because they know no other company will offer close to the same commissions” (this seems to prove itself when you look at Collin County (28%), Hays County (36%), Brazos County (46%).

“the CAM system has allowed us to seal the case on prisoners where we wouldn’t have been able to otherwise.”

Out of the eight counties contacted, not a single county had anything bad to say about the inmate phone system or about EverCom. The worst thing anyone said was that, because the system offers so much more, and they were able to get so much more information, their requests for information significantly increased... from the DA’s office, the FBI, etc.

**RECOMMENDATION:**

Because of the following, **I recommend that we approve the 3-year contract with EverCom:**

- 1) The proposed upgrade provides many new features which will enhance the Sheriff’s Office repertoire of investigative resources,
- 2) The commission rate offered to Williamson County (50%), when compared to other counties both larger and smaller than Williamson County, is a reasonable rate,
- 3) The Sheriff’s Office’s experience with EverCom has been positive and satisfactory, and
- 4) The comments from eight of the existing EverCom customers which have been using the proposed system for several years have been unanimously positive.

**AGENDA ITEM 31****Hold public hearing on resubdivision of Wild Country Ranch, lot 3.**

Judge Doerfler announced the public hearing open on the resubdivision of Wild Country Ranch, Lot 3 at 10:05 a.m., on Tuesday, April 24, 2001.

County Engineer Joe England discussed the proposed resubdivision of Wild Country Ranch, Lot 3.

Judge Doerfler announced the public hearing closed on the resubdivision of Wild Country Ranch, Lot 3 at 10:06 a.m., on Tuesday, April 24, 2001.

< Attachment >

**NOTICE OF PUBLIC MEETING  
OF THE WILLIAMSON COUNTY COMMISSIONERS' COURT**

Notice is hereby given that the Williamson County Commissioners' Court will meet at 10:00 o'clock a.m. on the 24th day of April, 2001, at its regular meeting place in the Williamson County Courthouse, Georgetown, Texas to consider the proposed Resubdivision Plat of Lot 3, Wild Country Ranch, located on Sunny Slope Road.

As one of the property owners within 400 feet of the proposed subdivision, you are invited to be present at such meeting if you desire to discuss the proposed plan.

SEE ATTACHED LOCATION MAP FOR FURTHER INFORMATION

WILLIAMSON COUNTY COMMISSIONERS' COURT

GEORGETOWN, TEXAS

Dated: March 27, 2001

For further information, phone the Williamson County Precinct No. 3 office at 863-4390.

**PROPERTY OWNERS' COMMENT**

Project Name: Resubdivision of Lot 3, Wild Country Ranch

Name of Respondent WILLIAM + PATRICIA RUSSELL

I am in favor ☒

I object

Comments

If you wish to submit written comment, it will be read before the Williamson County Commissioner's Court at the above stated time and place.

PLEASE REPLY TO: Williamson County Commissioners' Court  
c/o Judge John C. Doerfler  
Williamson County Courthouse  
Georgetown, Texas 78626

*held for whenever is  
on agenda - then in  
network.*

ntg.doc

*Thank  
81*

**AGENDA ITEM 32**

Consider approving resubdivision of Wild Country Ranch, Lot 3.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve resubdivision of Wild Country Ranch, Lot 3.

Vote: **5 - 0**

**AGENDA ITEM 33**

Discuss and take any appropriate action on jail/courthouse annex expansion.

The following persons addressed the court in opposition to the expansion at the current site:

Reverend Cyril Semple

Beatrice Miller

Evelyn Harrison

Evelyn Moore

Commissioner Boatright addressed some of the neighborhood concerns regarding the expansion.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve the architects' contracts for the jail/courthouse annex expansion.

Vote: **3 - 0** with Commissioner Hays and Commissioner Heiligenstein absent from the dais.

< Attachment >

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**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS

COUNTY OF WILLIAMSON

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and The Durrant Group, Inc. (*the "ARCHITECT"*). Di Stefano/Santopetro Architects, Inc., of Houston, will serve as an associate architect to the Durrant Group.

WHEREAS, *County* proposes to construct an addition to Williamson County Courthouse Annex;

WHEREAS, *County* desires to obtain professional services for an addition to Williamson County Courthouse Annex (*the "Project"*);

WHEREAS, *ARCHITECT* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *ARCHITECT* agree to the performance of the professional services by *ARCHITECT* and the payment for these services by *County* as set forth herein.

**Section I****Employment of the ARCHITECT**

*County* agrees to employ *ARCHITECT* and *ARCHITECT* agrees to perform professional ARCHITECTURAL services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

**Section II****Basic Services of the ARCHITECT**

- A. In consideration of the compensation herein provided, *ARCHITECT* shall perform professional ARCHITECTURAL services for the *Project*, which are acceptable to the *County Judge*, based on standard ARCHITECTURAL practices and the scope of work described on the Exhibits attached to this Agreement. *ARCHITECT* shall also serve as *County's* professional ARCHITECT in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of

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**ARCHITECT's services.**

- B. **ARCHITECT** shall not commence work until **ARCHITECT** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. **County** shall provide **ARCHITECT** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **ARCHITECT**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **ARCHITECT**.
- D. **ARCHITECT** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
  2. The following documents shall be used in the development of the **Project**:
    - a. National Environmental Policy Act (NEPA)
    - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
    - c. Americans with Disabilities Act (ADA) Regulations
    - d. U.S. Army Corps Regulations
    - e. Southern Building Code
    - f. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
    - g. National Electrical Code (most current version)
    - h. Williamson County Bond Program Standard Procedures Manual
    - i. TxDOT Bridge Division Foundation Manual
  3. As part of the Scope of Services, **ARCHITECT** shall submit its work products to **County** for review at regular intervals.
  4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

**Section III**  
**Fee schedule**

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- A. For and in consideration of the performance by **ARCHITECT** of the work described in the Scope of Services, **County** shall pay and **ARCHITECT** shall receive the fee set forth in Exhibit I. The additional services fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **ARCHITECT** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **ARCHITECT** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **ARCHITECT's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **ARCHITECT**.

#### Section IV Period of Service

- A. **ARCHITECT** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **ARCHITECT** shall complete all design work as described in the Scope of Services within One Hundred Ninety Six (196) calendar days from receipt by **ARCHITECT** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **ARCHITECT** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **ARCHITECT's** or **County's** reasonable control. Upon the discovery of such an event, **ARCHITECT** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **ARCHITECT** of written Notice of Reinstatement from **County**. **ARCHITECT**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached

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- hereto and made a part hereof. In the event such suspension of the *Project* or the *ARCHITECT's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *ARCHITECT* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard ARCHITECTURAL practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and *County* may terminate this Agreement for reasons other than substantial failure by *ARCHITECT* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *ARCHITECT* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of *ARCHITECT* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *ARCHITECT* shall be liable for any additional costs incurred by *County*.
- F. *ARCHITECT* specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining *County's* actual damages, *ARCHITECT* agrees that ONE HUNDRED DOLLARS and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *ARCHITECT* for every day that *ARCHITECT* does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete ARCHITECTURAL work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an ARCHITECTURAL work product received by *County* is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the ARCHITECTURAL work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages.
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

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### Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *ARCHITECT's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *ARCHITECT* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. *ARCHITECT* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *ARCHITECT* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *ARCHITECT* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *ARCHITECT's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *ARCHITECT* shall cooperate and coordinate with *County's* staff, and other *ARCHITECT's* and contractors as reasonable and necessary and as required by the *County Judge*.

### Section VI Review of Work Product

- A. *ARCHITECT's* ARCHITECTURAL work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "ARCHITECTURAL work products"), shall be submitted by *ARCHITECT* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the ARCHITECTURAL work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the ARCHITECTURAL work products in compliance with the requirements of this Agreement. . The completeness of any ARCHITECTURAL work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *ARCHITECT* in writing within such 30-day period if such work product has been found to be incomplete.

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- C. If the submission is complete, *County* shall notify *ARCHITECT* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *ARCHITECT*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *ARCHITECT*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *ARCHITECT* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final ARCHITECTURAL work products, *ARCHITECT* shall without additional compensation perform any work required as a result of *ARCHITECT's* development of the products which is found to be in error or omission due to *ARCHITECT's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *ARCHITECT's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *ARCHITECT*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

## Section VII Revision to Work Product

*ARCHITECT* shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *ARCHITECT* shall entitle *ARCHITECT* to additional compensation for such extra services and expenses, provided however, that *ARCHITECT* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *ARCHITECT's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *ARCHITECT* to revise the plans in order to make the *Project* constructable, *ARCHITECT* shall do so without additional compensation. In the event of any dispute over the classification of *ARCHITECT's* services as Basic or Additional Services under this Agreement, the

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decision of the *County Judge* shall be final and binding on *ARCHITECT*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**Section VIII**  
**ARCHITECT's Responsibility and Liability**

- A. *ARCHITECT* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *ARCHITECT* shall inform *County* of such event within five working days.
- B. *ARCHITECT* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *ARCHITECT* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *ARCHITECT*.
- D. *ARCHITECT* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *ARCHITECT* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *ARCHITECT* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *ARCHITECT's* opinions of probable *Project* cost or construction cost represent *ARCHITECT's* professional judgment as a design professional familiar with the construction industry, but *ARCHITECT* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *ARCHITECT's* opinions of probable cost.
- F. *ARCHITECT* shall perform all services and responsibilities required of *ARCHITECT* under this Agreement using at least that standard of care which a reasonably prudent *ARCHITECT* in Texas, who is licensed by the State Board of *ARCHITECTs*, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *ARCHITECT* represents that it presently has, or is able to obtain, adequate qualified



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personnel in its employment for performance of the services required under this Agreement and that **ARCHITECT** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **ARCHITECT** and professional personnel.

- H. All employees of **ARCHITECT** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **ARCHITECT**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
- I. **ARCHITECT** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **ARCHITECT** shall place his Texas Professional **ARCHITECT's** seal of endorsement on all documents and **ARCHITECTURAL** data furnished to **County**, as required by law.
- K. **ARCHITECT** is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of **ARCHITECT** shall be classified as an employee of **County**.

#### Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **ARCHITECT** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **ARCHITECT** retaining a copy.
- C. Any reuse by **ARCHITECT** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **ARCHITECT's** sole risk and without liability or legal exposure to **County**. Should **ARCHITECT** be terminated, **ARCHITECT** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **ARCHITECT**, or Surveyor, as applicable, as specified by professional standards.
- D. **ARCHITECT** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective **ARCHITECTs** and contractors, without the specific written consent of **ARCHITECT**.

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- E. The *County* acknowledges the *ARCHITECT*'s documents, including all reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the *ARCHITECT*, as instruments of professional service. Nevertheless, the documents produced under this agreement shall become the property of the *County* upon full payment to the *ARCHITECT*. The *County* agrees to indemnify and hold harmless the *ARCHITECT*, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the documents by the *County* or any person or entity that acquires or obtains the documents from or through the *County* without the written authorization of the *ARCHITECT*.

**Section X**  
**Maintenance of and Right of Access to Records**

- A. *ARCHITECT* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *ARCHITECT* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *ARCHITECT*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *ARCHITECT* agrees that *County* shall have access during normal working hours to all necessary *ARCHITECT* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *ARCHITECT* reasonable advance notice of intended audits.
- C. *ARCHITECT* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.
- D. *ARCHITECT* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *ARCHITECT* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

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**Section XI**  
**Miscellaneous**

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *ARCHITECT* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of ARCHITECT.** *ARCHITECT* certifies that neither *ARCHITECT* nor any members of *ARCHITECT's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *ARCHITECT*) to solicit or secure the work provided by the Agreement.
  - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *ARCHITECT*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

*ARCHITECT* further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the *Project* involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested,

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addressed to the proper party, at the following address:

ARCHITECT: William A. Baker, AIA  
The Durrant Group, Inc.  
3773 Cherry Creek North Drive, #1000  
Denver, CO 80209

COUNTY: Williamson County (or successor)  
710 Main Suite 201  
Georgetown, Texas 78626

with copy to: Honorable Gene Taylor (or successor)  
Williamson County Attorney  
405 MLK, Box 7  
Georgetown, TX 78626  
Attn: File No.

and to: Broaddus & Associates  
3006 Bee Caves Road  
Suite D-310  
Austin, TX 78746  
Attn: Gilbert O. Gallegos

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. **Insurance Requirements.** *ARCHITECT* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *ARCHITECT* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *ARCHITECT* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *ARCHITECT* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *ARCHITECT* and their respective successors, executors, administrators, and assigns. Neither *County* nor *ARCHITECT* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

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- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** **ARCHITECT** shall provide to **County Judge** upon submittal of **ARCHITECT's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** **ARCHITECT** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **ARCHITECT** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after **ARCHITECT** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the **ARCHITECT**), whether or not it results from or involves any action or failure to act by the **ARCHITECT** or any employee or agent of the **ARCHITECT** and which arises in any manner from the performance of this Agreement, the **ARCHITECT** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The **ARCHITECT** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **ARCHITECT**, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the **ARCHITECT's** performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **ARCHITECT** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **ARCHITECT**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

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- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that **ARCHITECT** is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of **ARCHITECT**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **ARCHITECT** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of ARCHITECT.*** The term **ARCHITECT** as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- S. ***Job Site Signage.*** The Contractor shall fabricate and install job site signage as designed by the **ARCHITECT**.
- T. ***Photography.*** The **ARCHITECT** shall have the right to include representations of the project design and design documents inclusive of photography of the completed project among the **ARCHITECT's** promotional and professional materials. The **ARCHITECT** retains the right to submit the project for consideration in various publications and award programs.

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EXECUTED this 24 day of April, 2001.

THE ARCHITECT:

BY: W. Baker

Printed Name: William A. Baker, AIA

Title: Vice President

WILLIAMSON COUNTY:

BY: John C. Daefler 4-24-01  
Williamson County Judge

Reviewed as to Form By:

\_\_\_\_\_  
County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

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**EXHIBIT I****COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The basis for compensation shall be a Lump Sum not to exceed Fee for Basic Services. Reimbursable expenses shall be in addition to the Lump Sum Fee, but not to exceed \$20,000. The not-to-be-exceeded Lump Sum fee for the performance of the ~~Scope~~ of Services described in the Agreement shall be as described in Section 1.4.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *ARCHITECT* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.
- 1.4 Basic compensation shall be computed as follows:

**SCHEME #1 (Courts with west entrance):**

Schematic Design (SD) is 15% of the total fee.

Design Development (DD) is 20% of the total fee.

Scheme #1 was taken to 1/2 of the DD phase or  $15\% + 1/2 (20\%) = 25\%$  of the total fee.

Fee for SD + 1/2 DD for Scheme #1:

$$7 \frac{1}{2} \% \times \$9,440,000 \times 25\% = \$177,000.$$

**SCHEME #2 (Courts with north entrance and zoning studies):**

Fee shall be hourly, but not to exceed \$50,000.

**REMAINDER (BALANCE) OF PROJECT (Design Development, Construction Documents, Bidding and Construction Administration):**

Fee shall be  $7 \frac{1}{2} \% \times$  <sup>Actual</sup> ~~Estimated~~ Construction Cost of the selected scheme (#1 or #2), less a credit to the *County* for the Schematic Design (15%) of the total fee. The compensation for



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the phases of the work shall be on a percent of completion and the phases are represented by the following breakdown: Schematic Design = 15% of the total, Design Development = 20% of the total, Construction Documents = 40% of the total, Bidding = 5% of the total, and Construction Administration = 20% of the total.

## **SECTION 2 - NOT TO BE EXCEEDED FEE**

- ~~2.1 ARCHITECT and County acknowledge the fact that the not to be exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not to be exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then ARCHITECT shall receive compensation for only those services actually rendered.~~

## **SECTION 3 WORK AUTHORIZATIONS**

- 3.1 County will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the ARCHITECT to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the County and ARCHITECT. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the ARCHITECT's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until County and ARCHITECT have signed the Work Authorization, with the exception that for this project, the County requested that the Architect begin work on December 1, 2000 to conduct the Schematic Design Phase and part of the Design Development Phase of the work. All work must be completed on or before the completion date specified in the Work Authorization. The ARCHITECT shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ARCHITECT from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The ARCHITECT shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

## **SECTION 4 - ADDITIONAL SERVICES**

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- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **ARCHITECT** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **ARCHITECT** shall not be compensated for work made necessary by **ARCHITECT's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the **Compensation Cap**) is shown in Section 1.4 for Basic Services, plus the amounts for reimbursable expenses with a not to exceed amount of \$20,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

#### **SECTION 5 REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, **ARCHITECT** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. ~~Invoices should detail hours worked by staff person, with a description of the work performed by individuals.~~ Invoices should summarize tasks completed by individuals working on the project during that month. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit, including hours worked by each staff person, with a description of the work performed by individuals.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **ARCHITECT**.

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**ATTACHMENT A****WORK AUTHORIZATION NO. One (1)**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and The Durrant Group, Inc. (*the "ARCHITECT"*).

**Part1.** The *ARCHITECT* will provide the following ARCHITECTURAL services:

The Project consists of the Williamson County Courts Addition located in Georgetown, Texas. The general scope of the project is as defined by the "Williamson County Needs Assessment and Master Plan" dated July 31, 2000 and the additional schematic and design development drawings prepared by Durrant, following the selection by the Commissioners Court in November, 2000 of the Construction Management Team of the Landmark Organization and Durrant up to and including the documents of March 13, 2001 (Scheme #1). Scheme #1 Construction Cost was estimated at \$9,440,000 by Landmark. Scheme #2 began March 14, 2001 through April 17, 2001 and consisted of the additional services design of the Courts with a north entrance, as well as additional services for zoning studies. This Scheme #2 is being estimated by Landmark. The County will choose a scheme, or variation, to proceed. The scope for the *ARCHITECT* includes professional design services including architecture, civil, landscape, structural, mechanical, and electrical disciplines and specialty consultants for the project.

The scope of the *ARCHITECT's* services shall be as defined by Articles 1 through 5, listed below:

**ARTICLE 1: ARCHITECT'S RESPONSIBILITIES****1.1 ARCHITECT'S SERVICES**

- 1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement.
- 1.1.2 The Architect's services shall be provided in conjunction with the services of a Construction Manager as described in the edition of AIA Document B801/CMA, Standard Form of Agreement Between Owner and Construction Manager, current as of the date of this Agreement.
- 1.1.3 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit for the Owner's approval and the Construction Manager's information a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and

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shall include allowances for periods of time required for the Owner's and Construction Manager's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

## ARTICLE 2: SCOPE OF ARCHITECT'S BASIC SERVICES

### 2.1 DEFINITION

- 2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

### 2.2 SCHEMATIC DESIGN PHASE

- 2.2.1 The Architect shall review the program, schedule and construction budget furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.
- 2.2.2 The Architect shall review with the Owner and Construction Manager proposed site use and improvements; selection materials, building systems and equipment; and methods of Project delivery.
- 2.2.3 The Architect shall review with the Owner and Construction Manager alternative approaches to design and construction of the Project.
- 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 2.2.5 At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide schematic design studies for the Owner's review and the Construction Manager's information.
- 2.2.6 In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall be entitled to assume the accuracy of the estimates of Construction Cost which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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- 2.2.7 Upon completion of the Schematic Design Phase, the Architect shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information.

### 2.3 DESIGN DEVELOPMENT PHASE

- 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon data and estimates prepared by the Construction Manager and shall consist of drawings and other documents that establish and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

- 2.3.2 At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information.

- 2.3.3 Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information.

### 2.4 CONSTRUCTION DOCUMENTS PHASE

- 2.4.1 Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the construction budget, the Architect, utilizing data and estimates prepared by the Construction Manager, shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

- 2.4.2 At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide Drawings and Specifications for the Owner's and the Construction Manager's review.

- 2.4.3 Upon completion of the Construction Documents Phase, the Architect shall provide Construction Documents for the Owner's approval and the Construction Manager's information.

- 2.4.4 The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the Forms of Agreement between the Owner and the Contractors. The Architect shall assist the Construction Manager in issuing bidding documents to bidders and conducting pre-bid

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conferences with prospective bidders. The Architect, with the assistance of the Construction Manager, shall respond to questions from bidders, and shall issue addenda.

- 2.4.5 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## 2.5 BIDDING OR NEGOTIATION PHASE

- 2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the Construction Manager's latest estimate of Construction Cost, shall assist the Construction Manager in obtaining bids or negotiated proposals and assist in preparing contracts for construction.

## 2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for construction and terminates at the earlier of the issuance to the Owner of the final Project Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- 2.6.2 The Architect shall provide administration of the Contract for construction in cooperation with the Construction Manager as set forth below and in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.
- 2.6.3 Duties, responsibilities and limitation of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractors and the Construction Manager, which consent shall not be unreasonably withheld.
- 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractors is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contracts for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.6.5 The Architect shall visit the site at intervals appropriate to the stage of the construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance

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with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

- 2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's responsibility under the Contracts for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not be responsible for the performance by the Construction Manager of the services required by the Construction Manger's agreement with the Owner. The Architect shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or of any other persons performing services or portion of the Work.
- 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.6.8 Communications by and with the Architect's consultants shall be through the Architect.
- 2.6.9 Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors.
- 2.6.9.1 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5, on the recommendations of the Construction Manager and on the data comprising the Contractor's Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- 2.6.9.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequenced or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data required by the Owner to substantiate the Contractor's right to payment or (4)

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ascertained how or for what purpose the Contractor has used the money previously paid on account of the Contract Sum.

- 2.6.10 The Architect shall have authority, after notification to the Construction Manager, to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 2.6.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, not only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by the Owner's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other such as dimensions and quantities or for substantiating instructions for installation or performance of equipment systems designed by the Contractors to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 2.6.12 The architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.
- 2.6.13 The Architect may authorize minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager.



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- 2.6.14 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall forward to the Owner warranties and similar submittals required by the Contract Documents which have been received from the Construction Manager. The Architect shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written requests of either of the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations of decisions so rendered in good faith.
- 2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in questions between the Owner and Contractors relating to the execution or progress of the Work as provide in the Contract Documents.
- 2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractors, except for those relating to aesthetics effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

### ARTICLE 3: ADDITIONAL SERVICES

#### 3.1 GENERAL

- 3.1.1 The services described in this Article 3 are not included in Basic Services, and they shall be paid for by the Owner as provided in this Agreement., in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing

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that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

### 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.
- 3.2.3 Through the observations by such Project Representative, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

### 3.3 CONTINGENT ADDITIONAL SERVICES

- 3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:
- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
  - .2 requested by the Owner because the Construction Manager's estimate of Construction Cost exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment.
  - .3 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
  - .4 due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, the Owner's or Construction Manager's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.3.
- 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

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- 3.3.4 Providing services in connection with evaluating substitutions proposed by Contractors and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- 3.3.6 Providing services made necessary by the termination or default of the Construction Manager or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or a Contractor under a Contract for Construction.
- 3.3.7 Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.
- 3.3.8 Providing services in connection with a public hearing , arbitration proceeding or legal proceeding except where the Architect is party thereto.
- 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

#### 3.4 OPTIONAL ADDITIONAL SERVICES

- 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.
- 3.4.2 Providing financial feasibility or other special studies.
- 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5 Providing services relative to future facilities, systems and equipment.
- 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

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- 3.4.8 Providing coordination of construction performed by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of separate consultants retained by the Owner.
- 3.4.10 Providing estimated of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material and equipment.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by Contractors.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance to the Owner of the final Project Certificate for Payment, or in the absence of a final Project Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

### 3.5 REIMBURSABLE EXPENSES

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- 3.5.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses:
- 3.5.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out of town travel such as mileage, air fare, hotel and meals; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- 3.5.1.2 Expense of postage, express deliveries, electronic facsimile transmissions and handling of documents.
- 3.5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 3.5.1.4 Expense of renderings, models and mock-ups requested by the Owner.
- ARTICLE 4: OWNER'S RESPONSIBILITIES

- 4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and the Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 If requested by The Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.5 The Owner shall retain a construction manager to administer the Project. The Construction Manager's services, duties and responsibilities will be as described in the edition of AIA Document B801/CMa, Standard Form of Agreement Between Owner and Construction Manager, current as of the date of this Agreement, or other form. The Terms and Conditions of the Agreement between Owner and Construction Manager shall be furnished to the Architect and shall not be modified without writing consent of the Architect, which consent shall not be unreasonably withheld. The Architect shall not be responsible for action taken by the Construction Manager.
- 4.6 The Owner shall furnish surveys describing physical characteristics, legal limitation and utility location for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys,

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pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- 4.7 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 4.7.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 4.8 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 4.9 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Application for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 4.10 The services, information, surveys and reports required by Paragraphs 4.6 through 4.9 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.11 Prompt written notice shall be given by the Owner to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.12 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would required knowledge or services beyond the scope of this Agreement.
- 4.13 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

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- 4.14 The Owner shall furnish the Architect copies of written communications with the Construction Manager and Contractors.

## ARTICLE 5: CONSTRUCTION COST

### 5.1 DEFINITION

- 5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for the by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants.
- 5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Paragraphs 4.1 through 4.4 and 4.6 through 4.14.

### 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 5.2.1 The Architect's review of the Owner's Project budget and of preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the Construction Manager is solely for the Architect's guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect cannot and does not warrant the accuracy of the estimates of the Construction Manager, or warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation of this Agreement.
- 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement.
- 5.2.3 In the event that the Construction Manager's estimate of the lowest bona fide bid or negotiated proposal received by the Owner exceeds the Owner's budge for reasons other than those described in Paragraph 3.3, the modification of Contract Documents shall be the limit of the Architect's responsibility. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is the Basic Compensation of Section 1.4, plus Scheme #2 additional services not to exceed \$50,000, plus the

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amounts for reimbursable expenses, not to exceed \$20,000.

**Part 3.** Payment to the *ARCHITECT* for the services established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on that date obtained by adding all the Production Schedule calendar days, plus additional days required by County review periods, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

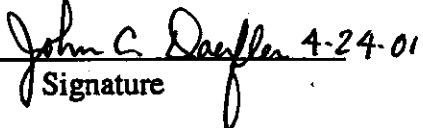


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## ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ARCHITECT:  
The Durrant Group, Inc.By:   
SignatureWilliam A. Baker, AIA  
Printed NameVice President  
Title\_\_\_\_\_  
DateCOUNTY:  
Williamson County, TexasBy:  4-24-01  
SignatureJohn DoerflerCounty Judge, Williamson County  
Title4/24/01  
Date

## LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by ARCHITECT
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

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**EXHIBIT II****HOURLY RATES**

1. Senior ARCHITECT..MANAGING PRINCIPAL.....\$200
2. Graduate ARCHITECT...PRINCIPAL .....\$175
3. ARCHITECT.....\$125
4. SUPERVISOR.....\$100
4. Technician.....\$90
5. Secretary/Clerical.....\$45
6. Expert Witness Testimony.....\$300

**EXHIBIT III****COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *ARCHITECT* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *ARCHITECT* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *ARCHITECT's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

**EXHIBIT IV****PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved by *County* and will remain in full

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force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *ARCHITECT* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *ARCHITECT* shall not be included within the days allowed for completion.

### EXHIBIT V

#### PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *ARCHITECT* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *ARCHITECT* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *ARCHITECT* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *ARCHITECT* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *ARCHITECT* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *ARCHITECT* of any and all rights or claims to collect the fee that *ARCHITECT* may rightfully be entitled to for services performed under this Agreement.

Procedures for *ARCHITECT* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *ARCHITECT* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension

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shall be prepared for possible delivery to *County*, but shall be retained by *ARCHITECT* unless requested by *County*.

2. During the period of suspension, *ARCHITECT* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *ARCHITECT* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *ARCHITECT* exercises such right to terminate, within thirty (30) days after receipt by *County* of *ARCHITECT*'s Notice of Termination, *ARCHITECT* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *ARCHITECT* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *ARCHITECT* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *ARCHITECT* of any and all rights or claims to collect the fee that *ARCHITECT* may rightfully be entitled to for services performed under this Agreement.

#### EXHIBIT VI

#### EQUAL OPPORTUNITY IN EMPLOYMENT

- A. *ARCHITECT* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *ARCHITECT* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *ARCHITECT* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *ARCHITECT* will, in all solicitations or advertisements for employees placed by or on behalf of *ARCHITECT*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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- C. **ARCHITECT** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **ARCHITECT's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **ARCHITECT** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. **ARCHITECT** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **ARCHITECT's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **ARCHITECT** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **ARCHITECT** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **ARCHITECT** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event **ARCHITECT** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, **ARCHITECT** may request *County* and United States to enter into such litigation to protect the interest of the United States.

## EXHIBIT VII

### INSURANCE REQUIREMENTS

During the life of this Agreement, **ARCHITECT** agrees to provide and maintain the following insurance:

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- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. **ARCHITECT** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.
- E. In the event **ARCHITECT** is self-insured in connection with any or all of the above-required insurance policies, **ARCHITECT** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

**ARCHITECT** shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **ARCHITECT** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **ARCHITECT** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **ARCHITECT** shall furnish **County** with a certification of coverage issued by the insurer. **ARCHITECT** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **ARCHITECT**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

**APPENDIX A****SCOPE OF SERVICES**

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECTURAL PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

The ARCHITECT'S Scope of Services is shown in Work Authorization No. One (1), Part 1 of this agreement.

**PRODUCTION SCHEDULE FOR THE ARCHITECT'S SERVICES:****PHASE****CALENDAR DAYS OR OTHER  
DESCRIPTION OF TIME**

Schematic Design Phase and partial Design Development Phase  
(Scheme #1)

December 1, 2000 through  
March 13, 2001=103 calendar  
days

Design Development Phase

Starting with written approval of  
this agreement and a selected  
scheme: 84 calendar days

Construction Documents Phase

Starting after Owner review  
and written approval of prior  
phase: 112 calendar days

Bid Phase

Starting after Owner review  
and written approval of prior  
phase: 42 calendar days

Construction Administration Phase

Starting after Owner review  
and written approval of prior  
phase: 365 calendar days

The time for review and approval by the *County* after receipt of completed documents for each Phase is not included in the above schedule. (Minimum 30 day review period for each Phase – Section VI-B)

It is understood that the County will retain the Landmark Organization as Construction Manager-Adviser on the project. It is also understood that the CM-Adviser will be responsible for construction cost and schedule management on the project, and the ARCHITECT may rely on the accuracy of such services.



04/24/2001

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**APPENDIX B**

**CONTRACTOR'S QUALIFICATIONS STATEMENT**

**AGENDA ITEM 34**

Discuss real estate- Montgomery tract: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to matters of real property.

The Executive Session was canceled.

**AGENDA ITEM 35**

Discuss and take any appropriate action on real estate transaction-Montgomery tract.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the contract on the Montgomery property.

Vote: **5 - 0**

< Attachment >

### WILLIAMSON COUNTY PURCHASE CONTRACT

**THE STATE OF TEXAS                    §**

**COUNTY OF WILLIAMSON   §**

**THIS CONTRACT WITNESSETH** that the undersigned herein called Owner, whether one or more, for a good and valuable consideration, the receipt of which is hereby acknowledged, agrees to grant, sell and convey the real property herein described to Williamson County, herein called the County, a political subdivision of the State of Texas, or its assigns, and the County agrees to purchase the following described real property for the consideration and subject to the terms herein stated:

All that certain property consisting of 0.1353 acres of land situated at 410 Rock Street, County of Georgetown, Williamson County, Texas, and more fully described in EXHIBIT "A".

**CONSIDERATION:** The County shall pay \$112,000 for the fee simple title to such real property and for which no liens or encumbrances, expressed or implied, including current taxes, will be retained. The sales price includes the earnest money and shall be payable in full in cash at closing.

Owner agrees to convey to the County fee simple rights to the above-described property for the consideration herein stated.

The sum of \$10,000 as Earnest Money shall be tendered to Austin Title Company (sometimes hereinafter referred to as "Title Company" or "Escrow Agent"), as escrow agent. The Escrow Agent shall deposit such money in trust for the parties to this contract, in an interest-bearing account with a financial institution whose deposits are federally insured. All accrued interest shall become part of the Earnest Money and shall be payable to the party entitled to the Earnest Money under the terms of this contract. Earnest Money is deposited with the Escrow Agent with the understanding that Escrow Agent (1) does not assume or have any liability for performance or nonperformance of any party, and (2) has the right to require the receipt, release and authorization in writing of all parties to this contract before paying the deposit to any party.

Owner shall remove all personal property from the property prior to close and, at Owner's option, may remove any real property improvements from the property. Removal of any such property, whether real or personal, shall be at Owner's expense and no change in the consideration recited herein shall be due. Owner further waives any and all claims for relocation expenses to which it may be entitled by law.

Owner at closing shall deliver to the County a duly executed and acknowledged General Warranty Deed in substantially the form and substance as set out in EXHIBIT "B" attached hereto and incorporated herein.

Owner and the County will finalize the transaction by closing on or before sixty (60) days after the effective date of this Purchase Contract, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and the County.

Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a release of lien covering the property hereinabove described on or before the closing.

Owner hereby agrees to comply with the terms of this contract, and agrees that the fee simple rights to the above-described property shall be effective at the time of closing.

The County agrees to prepare the closing instruments for conveyance of the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The County agrees to pay to Owner, upon delivery of the properly executed General Warranty Deed instrument, the above-stated amounts for the interests Owner is conveying.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and The County hereto with respect to said matter.

Owner and the County agree that the General Warranty Deed is being conveyed to the County under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

Date: 5-8-01

BUYER: COUNTY OF WILLIAMSON

By: John C. Doerfler  
John C. Doerfler  
Williamson County Judge

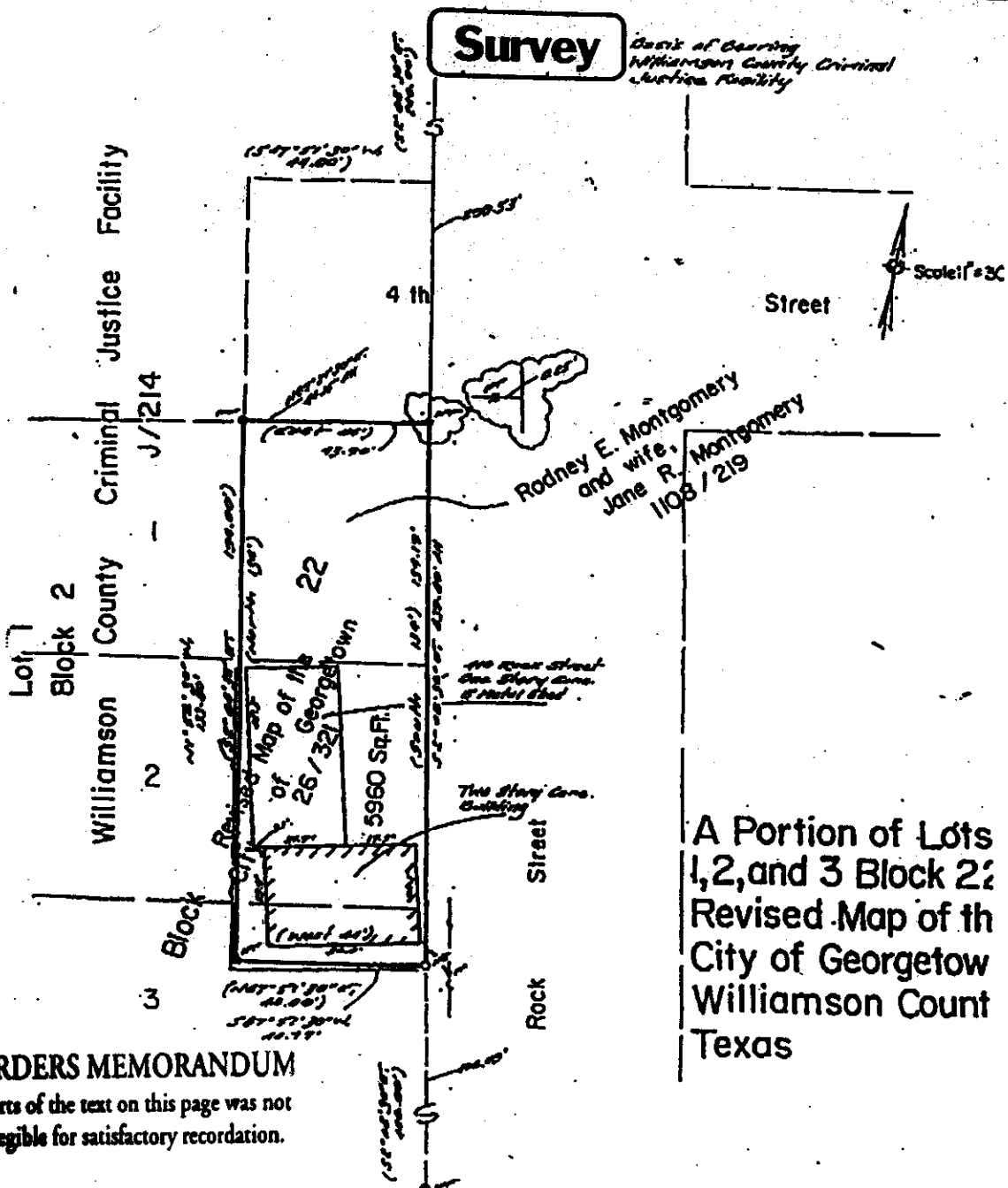
Date: 5/8/01

SELLER: Rodney Montgomery

By: Rodney Montgomery

Date: 5/8/01

Jane Montgomery  
By: Jane Montgomery



I, Don H. Bizzell, REGISTERED  
PROFESSIONAL LAND SURVEYOR, DO HEREBY  
CERTIFY THAT THE ABOVE PLAT CORRECTLY  
REPRESENTS THE PROPERTY AS DETERMINED BY AN  
ON-THE-GROUND SURVEY PERFORMED UNDER MY  
SUPERVISION AND DIRECTION ON THE DAY OF  
PROPERTY PLATTED HEREON IS CORRECT AND  
THERE ARE NO APPARENT DISCREPANCIES,  
CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE  
CONFLICTS, ENCROACHMENTS, OVERLAPPING OF

IMPROVEMENTS,  
VISIBLE UTILITY  
LINES OR ROADS IN  
PLACE, EXCEPT AS  
SHOWN HEREON,  
AND SAID PROPERTY  
HAS ACCESS TO  
AND FROM A  
DEDICATED  
ROADWAY, EXCEPT  
AS SHOWN HEREON.

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE  
ADMINISTRATION'S FLOOD HAZARD MAP FOR  
COUNTY, TEXAS, COMMUNITY NO. 40421, EFFECTIVE DATE  
OF 10/17/1991, AND THAT MAP INDICATES THAT THE  
PROPERTY 2221 WITHIN ZONE A (SPECIAL FLOOD HAZARD  
AREA) AS SHOWN ON PANEL 022222 OF SAID MAP.  
NOTWITHSTANDING, IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD  
HAZARD AREA, THE FLOOD STATEMENT DOES NOT IMPLY THAT THE  
PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM  
FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER  
FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE  
INCREASED BY MANMADE OR NATURAL CAUSES. THE FLOOD  
STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE  
SURVEYOR.



*Don H. Bizzell*



Storer & Bizzell Engineering, Inc.  
2174 South Austin Avenue  
Georgetown, Texas 78626  
Telephone: (512) 863-1111  
Fax: (512) 863-1112

JOB NO. 19602

EXHIBIT

A

**AGENDA ITEM 36****Comments from commissioners.**

**Commissioner Heiligenstein** addressed the issue of the location of the jail/annex expansion, mentioning that there was a lack of response from the City of Georgetown regarding any issues concerning the site. He also stated that most of the people he had talked to about trail construction had expressed a desire for stabilized or crushed granite for the trails instead of concrete.

**COMMISSIONERS' COURT RECESSED AT 11:10 A.M. ON TUESDAY, APRIL 24, 2001.**

**COMMISSIONERS' COURT RECONVENED AT 1:50 P.M. ON TUESDAY, APRIL 24, 2001.**

**AGENDA ITEM 37**

**Discuss and take any appropriate action on parkland and road bond issues and 2000 certificate of obligation issuance.**

The following persons addressed the court concerning parkland and road bond issues:

Pix Howell, Land Strategies  
Mike Weaver, Prime Strategies  
Nancy Ledbetter, Special Projects Coordinator, Williamson County  
Pete Peters, The Communicators

**Moved: Judge Doerfler**

**Seconded: Commissioner Boatright**

**Motion:** To advertise and set a public hearing on trails grant application for May 8, 2001, at 10:15 a.m. in the Commissioners' Courtroom.

**Vote: 3 – 0** with Commissioner Hays and Commissioner Heiligenstein absent from the dais.

**Moved: Judge Doerfler**

**Seconded: Commissioner Boatright**

**Motion:** To authorize Prime Strategies to contract for outside services on utility relocation.

**Vote: 3 – 0** with Commissioner Hays and Commissioner Heiligenstein absent from the dais.

< Attachment >

## Statewide Transportation Enhancement Program

TxDOT announced a call for project nominations to the Statewide Transportation Enhancement Program. This federal funding program is different than other transportation programs because of its orientation toward non-traditional transportation projects, such as bicycle and pedestrian facilities.

Projects outside of the CAMPO area must be submitted to the TxDOT Austin District by June 18, 2001. Projects within the CAMPO area must be submitted to CAMPO by May 21, 2001 for CAMPO Policy Advisory Committee endorsement on June 11<sup>th</sup>. Projects are then forwarded to the TxDOT District office for project eligibility evaluation (in coordination with the Federal Highway Administration (FHWA)). All eligible projects will be evaluated by the Transportation Enhancement Project Evaluation Committee (TEPEC). TEPEC's evaluations and recommendations are provided to the Texas Transportation Commission (TxTC). TxTC selections are made at the sole discretion of the TxTC and are anticipated during the winter of 2001. About \$150 million is available statewide for the current call for enhancement projects and proposed projects would compete statewide. It is likely that this will be the last round available for enhancement project funding. Below is a proposed schedule of events.

### Proposed 2001 Schedule:

April 24	Commissioners' Court discuss potential project and set Public Hearing for May 8
May 8	Hold Public Hearing on proposed project
May 8	Consider approval of Resolution supporting proposed project and approve local match contribution, following Public Hearing.
Early May	Obtain Resolutions from all local jurisdictions
May 21	Submit application to CAMPO
June 11	CAMPO Policy Advisory Committee endorsement of project for submittal to TxDOT Austin District (by June 18 <sup>th</sup> )
Summer/Fall	Project evaluation by TEPEC
Winter	Project selection and award by Texas Transportation Commission

Below is a summary of the project eligibility for enhancement funds:

The proposed project must have a direct relationship to the surface transportation system by **function** (facilities originally designed as part of the system or bicycle/pedestrian facilities that serve the system) or **impact** (activities aesthetically improving a roadway median through a landscape activity or creating wetlands by filtering pollution from highway water runoff). Eligible categories include:

1. Provision of facilities for pedestrians and bicycles.
2. Provision of safety and education activities for pedestrians and bicycles.
3. Acquisition of scenic easements and scenic or historic sites,
4. Scenic or historic highway program (including the provision of tourist and welcome center facilities).

5. Landscaping and other scenic beautification.
6. Historic preservation.
7. Rehabilitation and operation of historic transportation buildings, structures or facilities (including historic railroad facilities and canals).
8. Preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails).
9. Control and removal of outdoor advertising.
10. Archaeological planning and research.
11. Environmental mitigation of water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity.
12. Establishment of transportation museums.

**The Fine Print:**

Conversations with TxDOT staff indicate that the TxTC will be awarding no more than \$1 million per project.

All bicycle and pedestrian facility projects must be designed and constructed to meet the criteria outlined in the AASHTO (American Association of State Highway and Transportation Officials) Guides. I.e. bicycle and pedestrian projects must be 10' concrete trails. Pedestrian only projects must be 8' concrete trails.

A 20% local "cash" match is required. To be competitive, a 50% local "cash" match betters our chance of project award.

The funds provided by this program are on a cost reimbursement basis. Projects undertaken with enhancement funds are eligible for reimbursement up to 80 percent of allowable costs, which may include plans, specifications, estimates, environmental mitigation, acquisition of real property, construction, construction management, administrative expenses, and interpretation or other activities to enhance the appreciation of natural or cultural resources. The nominating entity is responsible for the remaining cost share. All cost overruns must be paid for by the nominating entity. Costs incurred before TxDOT's authorization to proceed are not reimbursable.

The evaluation team (TEPEC) will consist of a six-member committee composed of representatives from the following six state agencies: TxDOT, General Land Office, Texas Department of Economic Development, Texas Historical Commission, Texas Parks and Wildlife Department, and Texas Natural Resource Conservation Commission.

## WILLIAMSON COUNTY, TEXAS

## Capital Improvement Program - Revised AV Growth Scenario

As of April 23, 2001

FYE 9/30	Assessed Valuation	Total Existing Debt	Est. I&S Tax Rate	LESS Refunding Savings (Loss)	5/1/01 5.25% Series 2001 \$113,000,000	5/1/02 5.75% Series 2002 \$123,000,000	5/1/03 6.00% Series 2003 \$137,000,000	Est. Total Debt Service	Est. I&S Tax Rate	Change
2001	\$ 13,587,301,412	\$ 12,434,322	\$ 0.09153	\$ -	\$ 232,880	\$ -	\$ -	\$ 12,667,202	\$ 0.09153	\$ -
2002	15,217,777,581	11,489,665	0.07626	1,426,232	7,076,978	-	-	17,140,412	0.11377	0.022
2003	16,739,555,340	11,491,475	0.06934	141,027	5,860,912	8,664,931	-	25,876,291	0.15614	0.042
2004	18,078,719,767	11,438,475	0.06391	1,493	5,860,912	7,576,000	9,909,867	34,783,561	0.19434	0.038
2005	18,982,655,755	11,473,225	0.06105	5,097	8,148,861	8,669,938	8,220,000	36,506,927	0.19426	
2006	19,931,788,543	11,466,575	0.05811	4,302	8,273,769	8,605,094	9,961,150	38,302,286	0.19411	
2007	20,928,377,970	11,457,575	0.05530	4,175	8,288,746	9,835,431	9,965,000	39,542,578	0.19085	
2008	21,451,587,419	11,015,975	0.05187	4,775	8,725,718	9,831,781	9,961,950	39,530,650	0.18614	
2009	21,987,877,105	10,978,475	0.05043	1,237	8,757,830	9,832,925	9,961,700	39,529,693	0.18150	
2010	22,537,574,032	10,023,275	0.04492	3,525	8,509,502	9,833,144	10,812,400	39,174,796	0.17556	
2011	23,101,013,383	9,403,375	0.04112	3,080	8,574,620	9,831,863	11,364,850	39,171,828	0.17128	
2012	23,678,538,718	9,501,500	0.04053	4,465	8,473,532	9,833,363	11,371,850	39,175,780	0.16712	
2013	24,270,502,186	9,476,100	0.03944	4,692	8,505,761	9,831,925	11,363,850	39,172,945	0.16303	
2014	24,877,264,740	9,432,700	0.03830	1,595	8,547,790	9,831,831	11,365,100	39,175,827	0.15907	
2015	25,499,196,359	9,470,600	0.03752	4,984	8,510,486	9,832,219	11,369,250	39,177,571	0.15519	
2016	26,136,676,268	9,483,500	0.03685	4,424	8,494,410	9,832,225	11,370,250	39,175,961	0.15140	
2017	26,790,093,174	9,468,200	0.03570	2,526	8,507,549	9,835,844	11,367,200	39,176,266	0.14771	
2018	27,458,845,504	9,521,000	0.03502	1,322	8,455,374	9,832,213	11,373,750	39,181,015	0.14413	
2019	28,146,341,641	9,444,000	0.03389	2,633	8,535,620	9,835,325	11,368,700	39,181,012	0.14061	
2020	28,850,000,182	9,540,000	0.03340	1,984	8,438,640	9,834,031	11,366,000	39,176,688	0.13717	
2021	29,571,250,187	-	-	-	10,002,336	10,502,488	11,498,950	32,004,773	0.10932	
2022	30,310,531,442	-	-	-	10,005,553	10,498,394	11,498,750	32,002,697	0.10665	
2023	31,068,284,728	-	-	-	10,003,863	10,503,856	11,494,800	32,002,519	0.10405	
2024	31,845,002,096	-	-	-	10,002,050	10,502,294	11,496,300	32,000,644	0.10150	
2025	32,641,127,148	-	-	-	10,003,838	10,502,269	11,496,300	32,002,406	0.09903	
2026	33,457,155,327	-	-	-	10,002,713	10,502,056	11,497,850	32,002,619	0.09662	
2027	34,293,584,210	-	-	-	-	10,004,594	11,998,400	22,002,994	0.06481	
2028	35,150,923,815	-	-	-	-	-	12,004,650	12,004,650	0.03450	
		<b>\$ 208,010,012</b>		<b>\$ 1,623,561</b>	<b>\$ 214,800,239</b>	<b>\$ 244,196,031</b>	<b>\$ 275,459,667</b>	<b>\$ 940,842,387</b>		<b>\$ 0.103</b>

## Assumptions:

Assessed Valuation assumed to grow 12% for 2002, 10% for 2003, 8% for 2004, 5% per year 2005-2007 and 2.5% per year thereafter.

FY 2001 tax rate provided by County.

Estimated Tax Collection Rate: 99.00%



Hall-Bargainer, Inc.

Williamson County Regional Trails - ES/DOJ Enhancement Grant  
 Opinion of Probable Costs - 2/24/01

**Segment I - Hairy Man Road to Great Oaks Drive (Brushy Creek M.U.D.)**
**A) Construction Costs**

	<i>Item/Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
1	10 Foot Wide Concrete Trail (1-1/2 miles)	1	515,000	515,000
2	Pedestrian Waterway Crossing	1	60,000	60,000
3	Signage/Trail Amenities	1	25,000	25,000

**Subtotal Construction Costs** **600,000**

**B) Real Property** **?**

**C) Environmental Costs (Use LCRA ESA)** **0**

**D) Preliminary Engineering** **72,000**

**E) Surveying** **23,000**

## Segment 2 - Farmer Lane to Twin Lakes Park (Hwy. 183)

### I. Section #1 - Farmer Lane to Railroad Trestle

#### A) Construction Costs

	Item/Description	Quantity	Unit Price	Amount
1	10 Foot Wide Concrete Trail (1/2 mile)	1	172,000	172,000
2	Pedestrian Waterway Crossing	1	75,000	75,000
3	Signage/Trail Amenities	1	5,000	5,000

Subtotal Construction Costs 252,000

B) Real Property ?

C) Environmental Costs (Use LCRA ESA) 0

D) Preliminary Engineering 31,000

E) Surveying 7,500

### II. Section #2 - Railroad Trestle to Avery Crossing

#### A) Construction Costs

	Item/Description	Quantity	Unit Price	Amount
1	10 Foot Wide Concrete Trail (1 mile)	1	344,000	344,000
2	Pedestrian Waterway Crossing	0	0	0
3	Signage/Trail Amenities	1	12,500	12,500

Subtotal Construction Costs 356,500

B) Real Property ?

C) Environmental Costs (Use LCRA ESA) 0

D) Preliminary Engineering 43,000

E) Surveying 15,000

### III. Section #3 - Avery Crossing to Twin Lakes

#### A) Construction Costs

	Item/Description	Quantity	Unit Price	Amount
1	10 Foot Wide Concrete Trail (3/4 mile)	1	259,000	259,000
2	Pedestrian Waterway Crossing	1	75,000	75,000
3	Signage/Trail Amenities	1	12,500	12,500

Subtotal Construction Costs 346,500

B) Real Property ?

C) Environmental Costs (Use LCRA ESA) 0

D) Preliminary Engineering 42,000

E) Surveying 12,000

**Segment 3 - Old Settlers Park to Brushy Creek (Co. Rd. 122)**
**A) Construction Costs**

	<i>Item/Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
1	10 Foot Wide Concrete Trail (1/4 mile)	1	86,000	86,000
2	Pedestrian Waterway Crossing	1	60,000	60,000
3	Signage/Trail Amenities	1	2,500	2,500

Subtotal Construction Costs 148,500

B) Real Property ?

C) Environmental Costs 8,500

D) Preliminary Engineering 18,000

E) Surveying 4,000

127,500 127,500 127,500 127,500 127,500

**Total Amount of Projected Probable Cost \$1,979,500 (4 miles of trail)**



**TAB 5**

**Williamson County Road Bond Program**

**Commissioners Court Briefing Notebook**

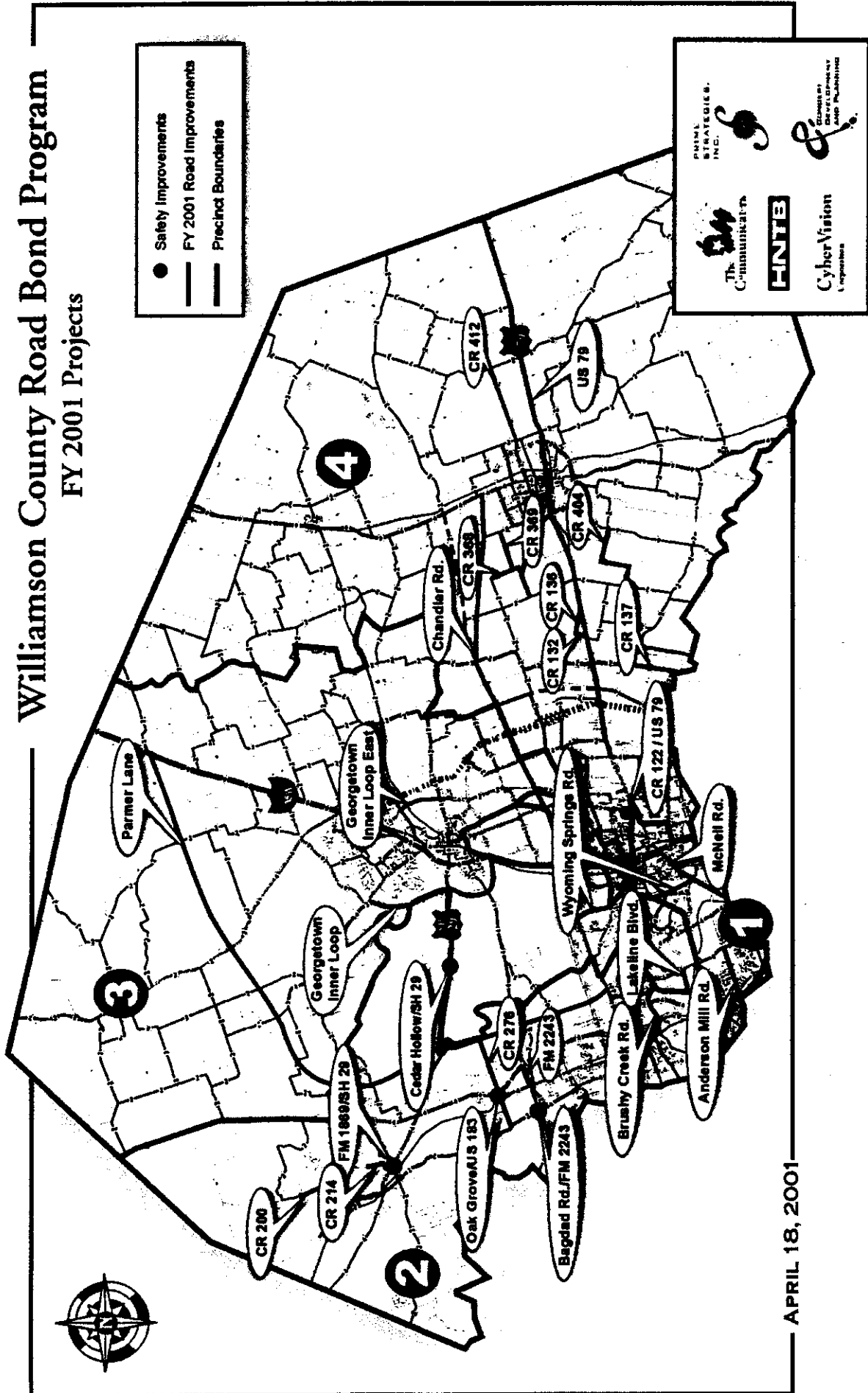
**April 17, 2001**

- 1. Bond Sale Briefing Materials**  
Projects To Be Funded With General Obligation Bonds, Series 2001  
FY 2001 Projects Map  
Series 2001 Budget  
Prime Strategies, Inc. Bond Briefing Booklet (bound separately)
- 2. Road Bond Program Budget Materials**  
Proposed County Road Bond Projects Budget
- 3. Project Selection Criteria Information**  
CAMPO Project Selection Criteria/Evaluation  
Proposed Williamson County Selection Criteria
- 4. Multi-Corridor Plan Update**
- 5. Draft Williamson County Utility Relocation Procedures**
- 6. Public Involvement Materials**  
Chandler Road Study Map  
Parmer Lane Study Map  
Griffith Correspondence

## **Projects to be Funded with General Obligation Bonds, Series 2001**

- I. County Roads**
  - Georgetown Inner Loop
  - Chandler Road
  - Parmer Lane
  - McNeil Road
  - Lakeline Blvd.
  - Wyoming Springs Road
  - Miscellaneous County Roads (CR)
  
- II. State Projects**
  - US 79
  - FM 1460
  - FM 2243
  - SH 45
  - SH 130
  - SH 195
  
- III. Safety / Mobility Projects**
  
- IV. Environmental Mitigation**

# Williamson County Road Bond Program FY 2001 Projects



APRIL 18, 2001

**WILLIAMSON COUNTY ROAD BOND PROGRAM**  
**Series 2001 Budget**

<b>Project*</b>	<b>Limits / Project Element*</b>	<b>Series 2001</b>
<b>COUNTY PROJECTS</b>		
<b>1</b>	<b>Georgetown Inner Loop</b>	
	FM 2338 to US 29	
	Right-of-Way	\$ 200,000.00
	Construction	\$ 3,000,000.00
<b>2</b>	<b>Georgetown Inner Loop</b>	
	US 29 to FM 2243	
	Design	\$ 415,000.00
	Right-of-Way	\$ 350,000.00
	Construction	\$ 800,000.00
<b>3</b>	<b>McNeil Road</b>	
	Howard Lane to IH-35	
	Design	\$ 600,000.00
	Right-of-Way	\$ 200,000.00
	Construction	**
<b>4</b>	<b>Parmer Lane</b>	
	FM 1431 to IH-35 North	
	Right-of-Way/Survey	\$ 4,000,000.00
<b>5a</b>	<b>Parmer Lane - Segment A</b>	
	FM 1431 to FM 2243	
	Design	\$ 550,000.00
	Construction	\$ 1,500,000.00
<b>5b</b>	<b>Parmer Lane - Segment B</b>	
	FM 2243 to US 29	
	Design	\$ 400,000.00
	Construction	\$ 1,000,000.00
<b>5c</b>	<b>Parmer Lane - Segment C</b>	
	US 29 to FM 3405	
	Design	\$ 600,000.00
	Construction	**
<b>6</b>	<b>Chandler Road</b>	
	FM 1460 to US 95	
	Route/Alignment/Survey	\$ 600,000.00
	Right-of-Way	\$ 1,000,000.00
<b>7a</b>	<b>Chandler Road - Segment A</b>	
	FM 1460 to CR 110	
	Design	\$ 300,000.00
	Construction	\$ 1,000,000.00
<b>7b</b>	<b>Chandler Road - Segment B</b>	
	CR 110 to FM 1660	
	Design	\$ 200,000.00
	Construction	**
<b>8</b>	<b>Congestion/Safety Projects</b>	
		\$ 4,000,000.00
<b>9</b>	<b>Precinct-Wide Project</b>	
	Precinct 1	\$ 4,000,000.00
	Precinct 2	\$ 4,000,000.00
	Precinct 3	\$ 4,000,000.00
	Precinct 4	\$ 4,000,000.00
<b>Subtotal County Projects</b>		<b>\$ 36,715,000.00</b>



<b>Project*</b>		<b>Limits / Project Element*</b>	<b>Series 2001</b>
<b>STATE PROJECTS</b>			
<b>10</b>	<b>SH 79</b>	CR 122 to County Line	
		Environmental/Schematic/ROW Plans	\$ 500,000.00
		Right-of-Way	\$ 1,000,000.00
<b>11</b>	<b>Other State Projects</b>		\$ 500,000.00
<b>Subtotal State Projects</b>			<b>\$ 2,000,000.00</b>
<b>TEXAS TURNPIKE AUTHORITY PROJECTS</b>			
<b>12</b>	<b>Loop 1 North</b>	County Line to SH 45	
		Right-of-Way/Utilities (50% participation)	\$ 6,000,000.00
<b>13a</b>	<b>SH 45</b>	Loop 1 to US 183 (west)	
		Right-of-Way Only (100% participation)	\$ 10,000,000.00
<b>13b</b>	<b>SH 45</b>	Loop 1 to County Line (east)	
		Right-of-Way Only (100% participation)	\$ 22,285,000.00
<b>Subtotal Texas Turnpike Authority Projects</b>			<b>\$ 38,285,000.00</b>
<b>14</b>	<b>Environmental Mitigation, County-Wide</b>		\$ 3,000,000.00
<b>TOTAL</b>			<b>\$ 80,000,000.00</b>

\*Projects and project limits and elements approved by Commissioners Court on December 19, 2000

WORKING DRAFT

## Williamson County Road Bond Program - County Road Projects Budget

Project	Limits	Project Element	Total Budget	Allocated to Date
1	Georgetown Inner Loop	FM 2338 to SH 29		
		Cedar Breaks	\$283,768	
		DB Woods Road	\$650,000	
		Shell Road Realignment	\$110,000	PID Repayment
		Cedar Breaks	\$0	
		DB Woods Road	\$100,000	
		Shell Road Realignment	\$0	PID Donation
		Cedar Breaks	\$6,000,000	
		DB Woods Road	\$1,500,000	
		Shell Road Realignment	\$850,000	PID Repayment
2	Georgetown Inner Loop	SH 29 to FM 2234		
		Design	\$415,000	
		ROW	\$350,000	
		Construction	\$4,800,000	
3	Georgetown Inner Loop	FM 2234 to IH-35		
		Feasibility Study	\$395,000	
4	Parmer Lane	FM 1431 to SH 29		
		Design	\$1,400,000	
		Survey	\$238,000	
		ROW	\$6,000,000	
		Construction	\$18,000,000	
		Environmental Mitigation		
		Utility Relocation		
5	Parmer Lane	SH 29 to IH-35 (North)		
		Design*	\$1,500,000	
		Survey	\$450,000	
		ROW	\$13,500,000	
		Construction*	\$12,000,000	
		Environmental Mitigation		
		*May be multiple design/construction projects (segments)		
6	McNeil Road	Travis County Line/McNeil Cutoff to IH-35		
		Design/Survey	\$1,400,000	
		ROW	\$2,000,000	
		Construction	\$15,000,000	
		Environmental		
		Utility Relocation		

Project	Limits	Project Element	Total Budget	Allocated to Date
7	Chandler Road	FM 1460 to US 95		
		Route Study	\$412,500	
		Survey	\$550,000	
		Design		
		FM 1460 to CR 110		
		* CR 110 to FM 1660	\$400,000	
		Construction	\$550,000	
		FM 1460 to CR 110		
		CR 110 to FM 1660	\$5,000,000	
		Utility Relocation	\$6,800,000	
		ROW	\$4,000,000	
8	US 79	CR 110 to Milam County Line		
		Environmental Studies/ROW Maps		
		ROW (cash participate w/TxDOT)	\$900,000	
		Design	\$11,000,000	
		CR 110 to Hutto		
		Hutto to Taylor	\$400,000	
		Utility (cost participate w/TxDOT)	\$1,000,000	
9	Precinct 1 GO Program	TOTAL	\$10,000,000	
a.	Lake Creek Parking Lot	Design		
		Construction		
b	Wyoming Springs	Route Study		
		Design		
		ROW		
		Construction		
		Environmental Mitigation		
		Utilities		
10	Precinct 2 GO Program	TOTAL	\$10,000,000	
a	CR 276	Feasibility		
		ROW		
b	Oak Grove at US 183	Design		
		ROW		
		Construction		
		Utilities		

WORKING DRAFT

## Williamson County Road Bond Program - County Road Projects Budget

Project	Limits	Project Element	Total Budget	Allocated to Date
c SH 29 at FM 1669		Design ROW		
		Construction Utilities		
d Cedar Hollow at SH 29		Design ROW		
		Construction Utilities		
e Brushy Creek Road at Cypress Creek Road		Contribution to City of Cedar Park		
f FM 2243 Realignment	US 183-A to US 183	Contribution to City of Leander		
g Bagdad Road at FM 2243		Contribution to City of Leander		
11 Precinct 3 GO Program		TOTAL	\$10,000,000	
a Lakeline Blvd.	Lyndhurst to Parmer Lane	Design ROW		-\$700,000 \$0
		Construction Utilities Environmental Mitigation		-\$6,000,000
b Wyoming Springs	FM 1431 to Sam Bass Road (Brushy Creek Road)	Design Phase I ROW Construction Utility Relocation Environmental Mitigation		-\$120,000 -\$500,000 -\$500,000
c Georgetown Loop (East)	FM 971 to IH-35	Design ROW Construction Utilities Environmental Mitigation		-\$385,185 -\$160,000 -\$4,650,000

WORKING DRAFT

## Williamson County Road Bond Program - County Road Projects Budget

Project	Limit	Project Element	Total Budget	Allocated to Date
12 Precinct 4 GO Program				
a CR 412	FM 619 to CR 421	TOTAL	\$10,000,000	
		Design		-\$123,400
		ROW		-\$300,000
		Construction		-\$1,100,000
		Utilities		
b CR 368/CR 369	CR 101 to CR 366	Design		-\$152,000
		ROW		-\$100,000
		Construction		-\$1,120,000
		Utilities		
c CR 300	FM 972 to US 95			
13 a Countywide Environmental Mitigation			\$10,000,000	
b Countywide Safety and Mobility			\$10,000,000	
14 Other State Projects			\$15,000,000	
Subtotal Committed to Date			\$193,354,266	
Construction Inspection		3%		
Management Activities*		2%		
ROW Services		2%		
Geotechnical/Testing		1%		
Total		8%	\$15,468,341	
*Includes: PSI, environmental, accounting, landscape, etc.				
TOTAL BUDGET COMMITMENT TO DATE			\$208,822,607	

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION  
(CAMPO)**

**PROJECT SELECTION CRITERIA/EVALUATION**

## ATS Austin Transportation Study

Cost / Travel Time 40

Refer to table of points on page 22 of the STP 4C Project Evaluation Report

CEI = COST / (BENEFITS per DAY)

CEI = number of days required for the project to pay for itself by way of travel time savings (\$13/hr)

(VMT / \$1,000 COST)

Assumptions for NEW LOCATION projects

The new facility will operate at its design speed, it will bypass a congested street of equal length, and the bypassed street is operating at 25 mph

Assumptions for EXPANSION projects

The project will result in freeflow (design speed) operation

Gap Completion 10

Where a safe facility is needed between two areas; or for filling gaps in 20+ of lanes in either case, award (10 pts)

Safety 15

National Safety Council's SAFETY IMPROVEMENT INDEX (SII) 0.3 to 1.0 (5 pts) 1.0 to 1.5 (10 pts) > 1.5 (10 pts)

Air Quality/Energy 10Included in the projectScore

Additional Single Occupant Vehicle (SOV) lane(s)

0

Bicycle or pedestrian facilities

5

Public transportation improvements

10

High Occupancy Vehicle (HOV) lane

10

Alternative fuel initiatives

10

Transportation Demand Management

10

Compact City 15

Urban areas = 1,000 people per sq. mile inside area (15 pts) partially in area (10 pts) adjacent to area (5 pts)

Neighborhood Pres. 10

No R-property taken (3 pts) or NR-property (3 pts); No potential for: indirect impacts (2 pts) or disrupting Neigh-cohesion (2 pts)

## A. PROJECT EVALUATION CRITERIA

The following is a summary of the project evaluation criteria approved by the Policy Advisory Committee (PAC). There are two major categories of criterion: The Transportation Function Criteria, which encompasses cost effectiveness/travel time savings, gap completion, safety, and air quality; and the Land Use/Community Criteria containing compact city/serve developed area, and neighborhood preservation. The weight for each category is listed below.

Transportation Function Criteria	Weight
• Cost Effectiveness/Travel Time Savings	40
• Gap Completion	10
• Safety	15
• Air Quality	10
Subtotal	<u>75</u>
• Land Use/Community Criteria	
• Compact City/Serve Developed Area	15
• Neighborhood Preservation	10
Subtotal	<u>25</u>
TOTAL POINTS	100

### A.1 Transportation Function Criteria

#### A.1.1 Cost Effectiveness/Travel Time Savings (40)

Two methods of analyses will be utilized to evaluate projects for cost effectiveness and travel time savings. They are the Cost Effectiveness Index (CEI) and Vehicle Miles Traveled/Project Cost (VMT/Cost). The TxDOT CEI model will be used to rank projects by the number of days it would take user benefits to pay for a proposed facility. Benefits are quantified as travel time savings through increased travel speed by the construction of a new facility, by the addition of lanes to increase capacity or by traffic management. Existing conditions (average daily traffic (ADT), # lanes) were used in the model; the model assumes that the



proposed improvements to the facility will create a "freeflow" condition. The second method, VMT/Cost uses future conditions (Year 2000 ADT) to analyze the relationship of annualized travel time savings compared to the total cost of a project.

Projects will be scored in each method based on the range of all projects and the final score is the average of both methods.

#### A.1.2 Gap Completion (10)

The criteria of Gap Completion is based on a score of "10", awarded if 1) a project fills a gap in the roadway system where no safe nearby alternative route exists, or 2) a project fills in a gap in pavement width of a roadway.

Road Project Completes a Gap in the System	Score
Yes	10
No	0

#### A.1.3 Safety (15)

The National Safety Council's Safety Improvement Index (SII) assigns a value in dollars to property damage, injury, and death caused by an accident. This SII cost is weighted against the total project cost of the proposed improvement.

SII Value	Score
0.0 - 0.3	0
0.3 - 1.0	5
1.1 - 1.5	10
> 1.5	15

#### A.1.4 Air Quality/Energy Conservation (10)

This measure would provide an increased score for projects which promote modes of travel that reduce potential air pollution and encourage energy conservation. If a roadway project will provide a bicycle lane, shoulder, or wide outer lane for bicycles, or a

<u>Mode</u>	<u>Score</u>
Single Occupant Vehicles	0
Pedestrian Project	5
Bicycle Project	5
Transit Project	10
High Occupancy Vehicle (HOV) Project	10
Alternative Fuel Project	10
Transportation Demand Management Project	10

## A.2 Land Use/Community Criteria

### A.2.1 Compact City/Serve Developed Area (15)

The criteria for Compact City/Serve Developed Area has a maximum score of "15" which is given to all projects located entirely within the 1990 urbanized area as adopted by the PAC. A score of "10" will be given for a project which was partially within the urbanized area, and a score of "5" was given for a project adjacent to the urbanized area. The urbanized area is delineated by the Census Bureau and contains a population density of at least 1,000 persons per square mile.

<u>Project Location</u>	<u>Score</u>
Outside Urbanized Area	0
Adjacent to Urbanized Area	5
Partially within Urbanized Area	10
Entirely within Urbanized Area	15

## A2.2 Neighborhood Preservation (10)

Scoring of neighborhood preservation is derived from four types of analyses: estimated number of potential residential and non-residential displacements, potential indirect impacts (such as noise, air quality, safety), and potential affect on community cohesion.

The scoring is listed below:

# Potential Displacement of <u>Residential Units</u>	<u>Score (3)</u>
---	------------------

0	3
1 to 3	2
4 to 6	1
7+	0

# Potential Displacement of <u>Non-Residential Units</u>	<u>Score (3)</u>
---	------------------

0	3
1 to 3	2
4 to 6	1
7+	0

<u>Potential for Indirect Impacts</u>	<u>Score (2)</u>
---------------------------------------	------------------

Yes	0
No	2

<u>Potential Affect on Community Cohesion</u>	<u>Score (2)</u>
---	------------------

Yes	0
No	2

## **Proposed Williamson County Selection Criteria**

- **Increase Capacity / Improve Travel Time**
  - Add lanes to existing facility
  - Construct new facility
- **Cost Effectiveness**
  - Cost per Vehicle Miles Traveled (VMT)
  - Cost per Average Daily Traffic (ADT)
    - Opening day traffic
    - 2025 traffic
- **Safety**
  - Safety Improvement Index
- **Gap Completion**
  - Provide a safe/direct alternative
  - Increase capacity along critical roadway link
- **Joint Funded Project**
  - Leverage TxDOT dollars
  - Leverage local dollars
  - Leverage private sector dollars
- **Corridor Preservation**
  - Early acquisition of right of way
- **Rehabilitation / Reconstruction**
  - Pavement Management System Report / Rankings

## **Multi-Corridor Plan Update**

- **New Developments**
  - Residential
  - Non-residential
  - Regional Parks
  - Completion of regional toll road model
- **Plan conflicts / alignments**
  - Between cities
  - Right of way / cross-section requirements
  - TTA modifications
- **Timing of regional improvements**
- **Project evaluation**
  - Cost Effectiveness
  - Timing
  - In/Out of plan
- **CAMPO Update**
  - New CAMPO boundaries
  - Air quality model analysis – 2007
    - 2007 network
    - Three county model
  - Reaffirm CAMPO Plan by June 2003

## **Utility Relocation / Coordination**

- **Need dedicated resources**
  - Early identification of utility providers
  - Early identification of impacts
  - Critical path schedule – right of way / construction
- **Utility relocation policy**
  - Responsibilities of parties
  - Reimbursement of utilities
- **Implementation Options**
  - Additional County staff
  - Contract employee through Road & Bridge
  - Outside Services
    - Add to Prime Strategies team
    - Independent contractor(s) / providers
- **Recommendation**
  - Circulate RFQ for outside services
  - Identify 2 – 3 contractors / providers

## Williamson County, Texas Utility Relocation Procedures

### Utility Data Collection

This section outlines the procedures to be followed for the identification of ownership of utilities that are within the existing or proposed ROW of the project limits. The County Engineer and/or the Consultant, along with the land surveyor, coordinate this work. land surveyor coordinate the work described in this section.

Identification of both above- and below-ground facilities is required. Above-ground utility information may be obtained by standard land surveying methods. Underground utility locations may be determined by conventional survey methods or by Subsurface Utility Engineering (SUE). SUE is an engineering process that uses new and existing technologies to accurately identify, characterize, and map underground utilities. SUE is the non-destructive process of accurately locating, identifying, and mapping underground utilities. SUE is an interdisciplinary service, involving professional engineers, geologists, and licensed land surveyors. They can provide comprehensive and reliable information in the format of the client's choosing. SUE is a professional service resulting in signed and sealed deliverables.

Additional information on SUE can be found at the end of this document.

### Locate existing utilities

All existing utilities must be physically located, marked, and tied into the project survey. This includes horizontal and vertical locations, and below ground elevation information if applicable (i.e. sanitary or storm sewers). Land surveys are generally adequate for project locations with few underground utilities (i.e., in rural areas). However, in urban areas or critical locations along a rural project, other methods (i.e. SUE) may be needed.

For land surveying:

- Coordinate with local utility owners.
- Obtain "as-built" information from utility owners to establish preliminary utility locations.
- Locate, log, and survey visible features of utilities.
- "Pothole" or excavate down to the utility, if necessary, to confirm and survey locations of strategic subsurface features. Some utility owners will "pothole" their facilities at their own expense
- Mark and label locations of subsurface utilities with stakes, laths, or other means.
- Survey utility locations.

### RECORDERS MEMORANDUM

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For SUE:

- Consult with the County Engineer to determine the need for SUE.

**Note:**

Utility owners are generally responsible for the costs of relocating their facilities within existing ROW. This includes locating existing lines, preparing plans, specifications and estimates, and letting construction contracts. Therefore, it is advisable to provide the owners as much notice as possible of potential relocation requirements. Relocation budgets and/or availability of crews may cause schedule delays in utility relocations, which could translate into project delays. In addition, final alignments and profiles of some roadway features could be affected by existing utilities or proposed relocations, so early identification and coordination of relocation designs is desirable.

**Utility Adjustments**

Major changes to existing roadways are likely to impact any utilities located within the right-of-way. It is the responsibility of the County or design consultant to formally notify all affected utility owners of proposed work as early as possible and to coordinate utility adjustments with the utility owners.

**Utility Relocation/Adjustment Plans**

As noted earlier, utility companies are generally responsible for the costs involved in designing and constructing relocations of services within existing ROW. The relocation plans should show both existing and proposed utilities, and both temporary (if applicable) and permanent relocations.

When projects involve new alignments that require taking of ROW, and utility relocation or adjustment is required on the acquired ROW, the County may participate in the relocation or adjustment activities. The relocation plans may be incorporated into the roadway construction plan set if the County desires to have one contract cover all construction activities.

When design of proposed underground features is approximately 50 – 60% complete, construction plans should be sent to all utility owners to aid in relocation design efforts. Construction of major utility facilities, such as transmission lines or large pipelines, can require construction schedules of twelve months or longer. These activities must be factored into the overall project construction schedule. Utility relocation and adjustment activities should be completed before the roadway construction contract is let.

**Utility Adjustment Agreements**

If the County participates in the cost of relocating and/or adjusting utilities, an agreement with each affected utility must be executed. This agreement shall

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specify each party's rights and responsibilities. The agreement will require approval by the County Engineer.

The agreement shall include, at a minimum, the agreement form, plans specifications and cost estimates for the relocations/adjustments, and a utility joint-use agreement.

### **Construction of Relocations/Adjustments**

During the construction of the relocations and/or adjustments of the utilities, coordination between the County (or it's agents) and the utility owner is paramount. Any change in the utility construction schedule has the capability of adversely impacting the overall project construction schedule. Periodic observation of the utility construction is advisable.

To avoid affecting proposed construction, start utility adjustments as soon as environmental clearance is obtained, necessary right of way is available, agreements are executed, and Priority 1 authority for the project is received.

### **Resource Material for Utility Relocation**

- *TxDOT Utility Manual*
- *Subsurface Utility Engineering, USDOT, FHWA, Office of Engineering, Federal-Aid & Design Division, Federal-Aid Program Branch, November 1995*
- *Subsurface Utility Engineering, An Engineering Process for Obtaining Reliable*
- *Underground Utility Information – A Paper by C. Paul Scott, P.E., Office of Engineering, Federal Highway Administration, March 1998*
- *Subsurface Utility Engineering – A New Standard of Care, American Society of Civil Engineers, National Standards Activity*
- *TxDOT Architectural and Engineering Services Volume of Contract Management Manual*

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## Subsurface Utility Engineering (SUE)

(the following is an excerpt from the TxDOT Project Development Process Manual)

The three major activities involved in SUE are:

- Designating – the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. Designating can be done with electromagnetics, magnetometers, terrain conductivity meters, resonant sonics, and other geophysical designating equipment.
- Locating – the use of non-destructive digging equipment (such as vacuum excavation) at critical points along a subsurface utility's path to determine the precise horizontal and vertical position, the size, the composition, and the condition of buried utilities.
- Data Management – the acquisition of utility-location data by conventional and high-tech surveying methods and the reduction and documentation of the data in a format suitable to the client. This may be in the form of a set of plans or an electronic CAD format.

Four "quality levels" of data are described below. Work done for each level includes work done in lower levels. For example, work done in level B includes work done in C and D.

- Quality Level A information provides the highest level of accuracy presently available. It involves locating (described above) utilities at critical points. When surveyed and mapped, precise plan and profile information is available for use in making final design decisions. The use of non-destructive digging equipment, particularly vacuum excavation, eliminates damage to underground utility facilities traditionally caused by backhoes. By knowing exactly where a utility is positioned, the designer can often make small adjustments in design elevations or horizontal locations and avoid the need to relocate utilities.
- Quality Level B involves designating (described above) the horizontal position of almost all utilities within the project limits. The information obtained in this manner is surveyed to project control. This two-dimensional horizontal mapping information is usually sufficient to accomplish preliminary engineering goals. Decisions can be made on where to place storm drainage systems and other design features in order to avoid conflicts with existing utilities. Slight adjustments in the design can produce substantial cost savings by eliminating utility relocations.
- Quality Level C information is a little less accurate than B. It involves surveying visible above ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information it is not unusual to find that many underground utilities have been either omitted or erroneously plotted on utility records. Its

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usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

- Quality Level D is the most basic level of information. It comes solely from existing utility records. It may provide an overall understanding for the congestion of utilities, but it is often highly limited in terms of comprehensiveness and accuracy. Its usefulness should be confined to project planning and route selection activities.

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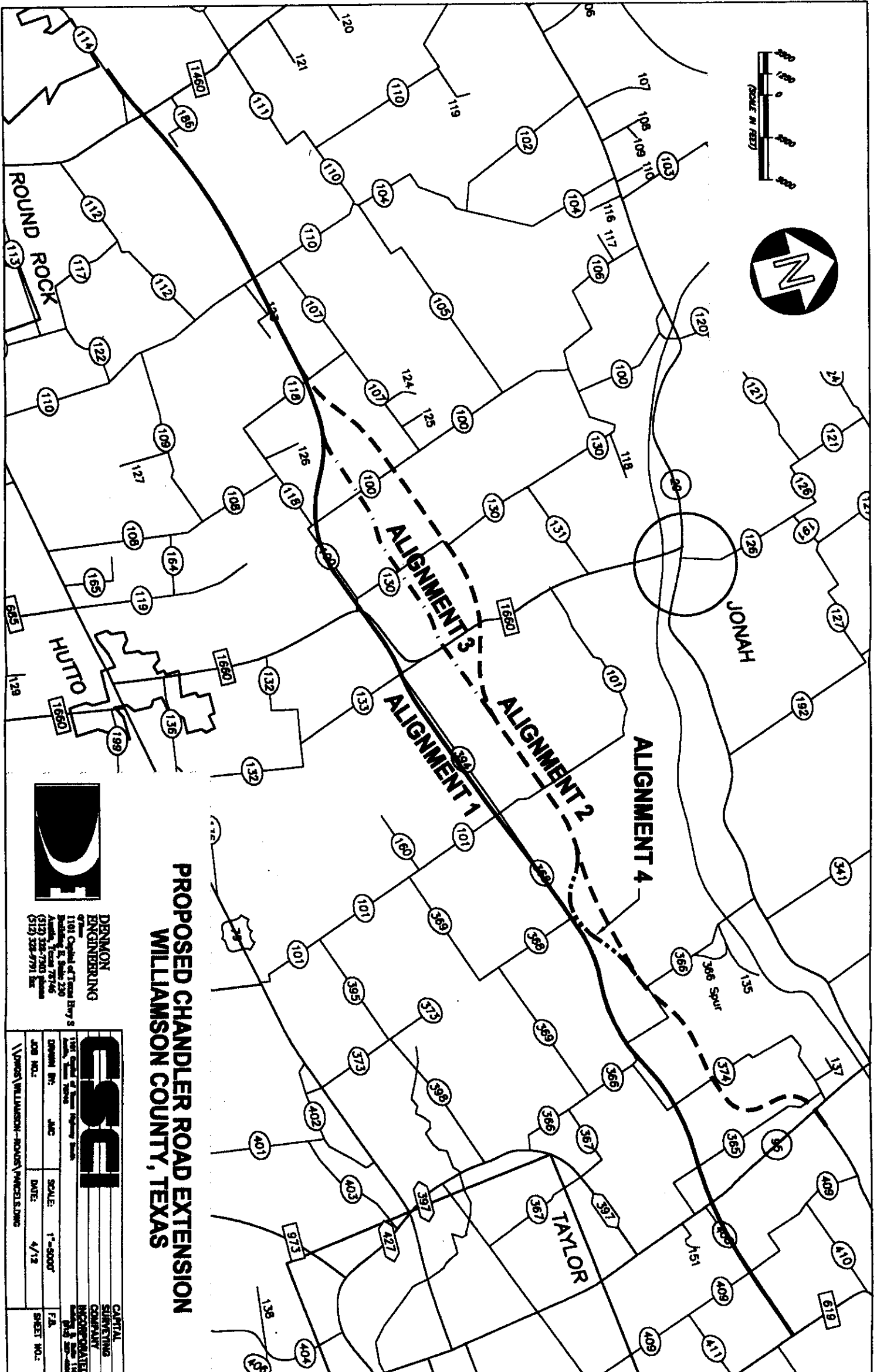
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## **Public Involvement**

Page 237

04/24/2001

- **Press Releases**
  - Monthly project updates
  - Feature articles
  - Major project milestones
- **Project Signs**
- **Newsletter**
  - Scheduled for June
  - Twice a year distribution
- **Website**
  - [www.RoadBonds.org](http://www.RoadBonds.org)
  - Operational – adding project information
  - Update Regularly
- **Public comments / Requests for information**
  - Parmer Lane / Chandler Road
    - Display preliminary alignments / study corridor
    - 11" x 17" project location maps
    - Prepare similar materials for future projects
  - Citizen requests for information / studies
    - How/when/who to respond
    - Costs/time – Court approval?



**PROPOSED CHANDLER ROAD EXTENSION  
WILLAMSON COUNTY, TEXAS**

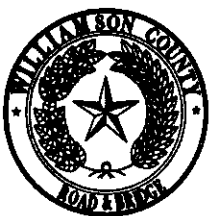
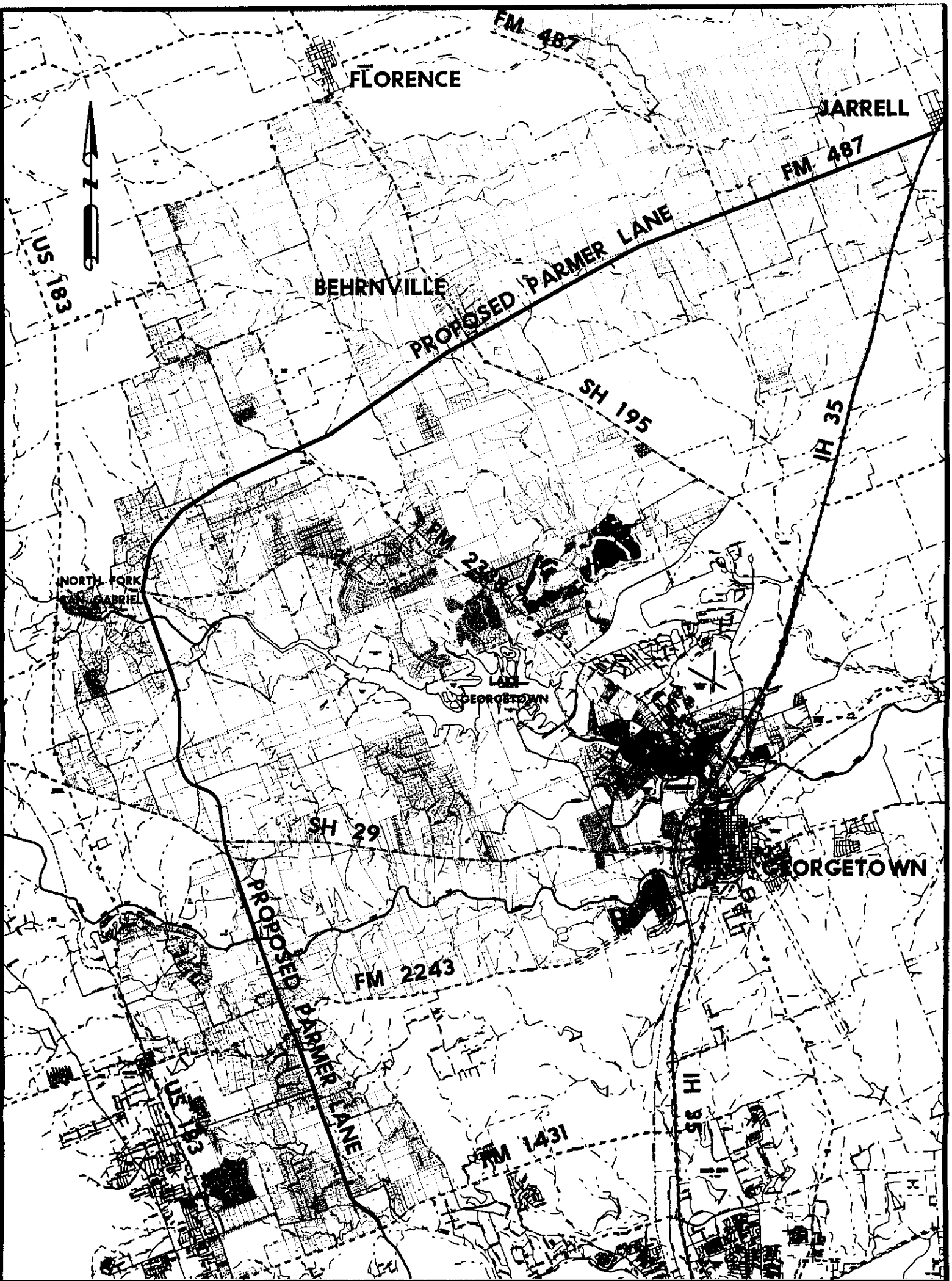


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**PROPOSED  
PARMER LANE  
EXTENSION  
(PRELIMINARY)**

**RECORDERS MEMORANDUM**

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clearly legible for satisfactory recordation.

**TO: Mr. Mike Weaver**  
**Prime Strategies, Inc.**

Fax # 512-445-7064

**FROM: Eddie Griffith, Jr.**  
**City National Bank of Taylor, Texas**

Phone # 512 352-8523 x 373

Fax # 512 352-9874

5 Pages Including Cover.

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**Re: Williamson County Multi-Corridor Plan**

Edward C. Griffith, Jr.  
P.O. Box 1099  
Taylor, Texas  
512-352-6244 (home)  
512-352-8523 x 373 (work)  
512-352-9874 (fax)

March 26, 2001

Mr. Mike Weaver  
Prime Strategies, Inc.

Via Facsimile

Re: Williamson County Road Bond Project.

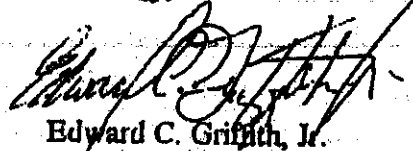
Dear Mike:

Thanks for getting back to me by phone; I'm sorry that I missed your earlier call. As I mentioned to you at the Road Bond Workshop in Georgetown last week, I own property which is located on both sides of County Road 369 and on one side of County Road 368, and I have made plans to build my personal residence there within the next few years. Additionally, the eastern extension of Chandler Road along the route proposed by Commissioner Frankie Limmer will pass approximately 600 yards to the north of my property and will certainly affect the enjoyment of my property and that of my friends and neighbors.

I have reviewed your website at [www.multi-corridor-plan.org](http://www.multi-corridor-plan.org). Enclosed are a number of questions which I have regarding the Williamson County Road Bond Project which are not addressed at your website. I appreciate your taking the time to answer them. You can reach me by phone at (512) 352-8523 (work) or by fax at (512) 352-9874.

Additionally, Commissioner Frankie Limmer has agreed to attend a question and answer session at the Taylor Auction Barn (located on Highway 95 north of Taylor) on Tuesday, April 3, 2001. I would welcome your attendance, if possible.

Sincerely,



Edward C. Griffith, Jr.

cc: Commissioner Frankie Limmer  
Hon. John C. Doerfler  
Ted Hejl, Esq.



1. When did the road bond initiative begin? Who sponsored the road bond initiative?
2. Your website recites that "presentations by the County's professional team were given at the precinct Open houses which were held December 1998 and January 1999." Who are the members of the "County's professional team"? When and where did the Precinct 4 meeting occur? What efforts were made to give the public notice of these meetings and their future impact?
3. The Executive Summary of your website recites that the multi-corridor plan evolved out of discussions "with stakeholders, cities, community leaders and . . . discussions with elected and non-elected community leadership." Who were the stakeholders, city and community representatives out of Taylor and Precinct 4 with whom Prime Strategies, Inc. met while formulating the multi-corridor plan? When and where did these meetings occur?
4. Who proposed the routes and road improvements/expansions adopted as part of the multi-corridor plan? What role did the county commissioners play in proposing the routes and road improvements/expansions adopted as part of the multi-corridor plan?
5. How much discretion do the county commissioners have to alter proposed routes or disregard proposed road improvements/expansions within their own precincts?
6. How much of the \$350 million road bond proceeds will be allocated to Precinct 4?
7. Highway 79 improvement is identified as a priority and FY 2001 road improvement in the multi-corridor plan. How much of the bond money will be used on this project in Precinct 4 and how much state/federal money will be expended on this project? Could Precinct 4 bond money be used on this project in lieu of state or federal money which is not forthcoming?
8. The roadway table included as part of your website identifies various projects as "short range (S), long range (L) or other (O)." Please elaborate on the "O" designation assigned to the following:

CR 366	SH 29 to Arterial 1 Arterial 1 to CR 369 CR 369 to Taylor Loop (FM 397)
CR 368	CR 101 to CR 369
CR 369	CR 366 to CR 394

Why would Precinct 4 be proceeding with improvements/expansions of these roadways in year 2001 when they are not identified as short range projects?

9. The roadway table identifies Arterial 1 and Arterial 2 as long range projects. Are these the eastern extension of Chandler Road? If they are identified as long range projects, why are engineering studies and right-of-way acquisition commencing within the next year as you indicated as the road bond workshop?

10. What does the designation "Arterial" mean? Why do Arterial 1 and Arterial 2 have numeric ID's while other routes identified as "Arterials" have alpha ID's?

11. The distance between Highway 29 at Jonah and Highway 79 at Hutto is approximately 8 miles. The distance between Highway 29 at Circleville and Highway 79 at Taylor is approximately 5 miles. Based upon the consideration of your demographic studies, home to work commuter traffic, and long distance travel patterns (e.g., (i) usage of Highway 79 to/from east Texas, (ii) usage of Highway 290, Highway 95, and Highway 29 to/from southeast Texas to west Texas), how much traffic will be diverted off of Highway 79 and Highway 29 as a result of Chandler Lane being extended eastward from FM 1660 to Taylor? How does this break-out between long distance travel patterns and commuter traffic. What is the rationale behind your conclusion?

12. In their current condition and based upon traffic counts, at what percent of capacity, in terms of traffic flow, are (i) Highway 79 east of Hutto and west of Taylor and (ii) Highway 29 east of Jonah and west of Circleville. Can you break this out between rush hour and other times of the day? Are the perceived problems with Highway 79 and Highway 29 within these ranges (i.e., east of FM 1660) more a function of (1) safety defects (e.g., undivided highway, lack of shoulders, deficiency of properly engineered egress, ingress, crossings) or (2) traffic capacity?

13. At the Road Bond Workshop, you told me that the planned improvements to County Roads 369 and 368 call for the expansion of the roads to two twelve foot divided lanes with four foot shoulders, paved. Haney Engineering was recently awarded the engineering contract for the expansion/improvement of County Roads 369 and 368. Tim Haney has told me that the multi-corridor plan calls for the immediate acquisition of 80 feet of right-of-way because County Road 369 is identified as a "future arterial four lane highway," however, current improvements call for minor widening and resurfacing of existing pavement only. Commissioner Frankie Limmer has told me that 80 feet of right-of-way may or may not be needed, depending only on needs for drainage, and that there are no future plans for widening County Road 369 and 368 beyond two lanes, without shoulders. In my opinion, there is no problem with drainage within the existing right-of-way. I'm really confused by the different reports I have received from knowledgeable parties. Can you elaborate?

14. Commissioner Frankie Limmer has described the eastern extension of Chandler Road to FM 619 and Highway 79 as the "new outer-loop around Taylor" which would alleviate traffic on the existing loop in front of the new junior high school. As I pointed out to Commissioner Limmer, this proposed "loop" does not loop back to Highway 79 west of Taylor and could not be expected to alleviate traffic in front of the new junior high school. If this eastern extension of Chandler Road to FM 619 and Highway 79 is completed, would there then be plans for a north/south corridor to complete the "loop" back to Highway 79 west of Taylor? Over what area would it be proposed, if any? Has this been addressed in the multi-corridor plan?

15. Included in your website were "Williamson County Area Traffic Counts Provided by the Austin Transportation Study." For County Road 369, the 1997 traffic count is listed at 3,440. For County Road 368, the 1997 traffic count is listed at 2,250. As my property fronts both of these roads, I am intimately familiar with the traffic on these roads and these counts included in the Austin Transportation Study are grossly inaccurate. My guess would be that a 24 hour traffic count on County Roads 369 and 368 would be between 100 and 250. Have these inaccurate counts been included in models which form the basis for the multi-corridor plan? Is it possible that traffic counts for other county roads are likewise grossly misstated and have caused the transportation models to be flawed?

**TO: Mr. Mike Weaver**  
**Prime Strategies, Inc.**

Fax # 512-445-7064

**FROM: Eddie Griffith, Jr.**  
**City National Bank of Taylor, Texas**

Phone # 512 352-8523 x 373  
Fax # 512 352-9874

3 Pages Including Cover.

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**Re: Williamson County Multi-Corridor Plan**

Edward C. Griffith, Jr.  
P.O. Box 1099  
Taylor, Texas  
512-352-6244 (home)  
512-352-8523 x 373 (work)  
512-352-9874 (fax)

April 10, 2001

Mr. Mike Weaver  
Prime Strategies, Inc.

Via Facsimile

Re: Williamson County Road Bond Project.

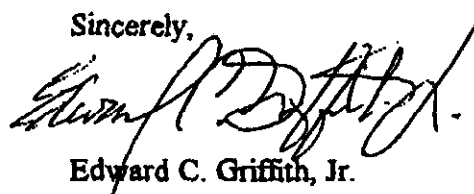
Dear Mike:

I wanted to thank you for attending the April 3<sup>rd</sup> meeting at the Taylor Auction Barn and for your acknowledgment of my letter dated March 26, 2000. I anticipate that your answers to my questions set forth in that letter will be soon forthcoming.

Also, in conversation between myself, Jim Jirasek and Commissioner Frankie Limmer following the Williamson County Road Bond Workshop on March 20th, Commissioner Limmer intimated that the proposed Texas State Highway 130 would never materialize given the current political climate. Contrary to his opinion, an article in the Thursday, April 5, 2000 edition of the Austin American Statesman made it appear as if Texas State Highway 130 was a certainty and that work might commence within the next five years.

Attached are a number of questions I have regarding the timing and transportation implications of Texas State Highway 130 as they relate to the Williamson County Multi-Corridor Plan. I would appreciate your taking the time to answer them in addition to the questions presented in my March 26<sup>th</sup> letter.

Sincerely,



Edward C. Griffith, Jr.

cc: Commissioner Frankie Limmer  
Hon. John C. Doerfler  
Ted W. Hejl, Esq.

1. Based upon current developments, in your opinion, what is the probability of Texas State Highway ("SH 130") being built? With respect to SH 130, what is your best estimate of when construction will commence and end within Williamson County?

2. How much money will be spent for acquiring right-of-way on SH 130 in Williamson County? What percentage of that right-of-way acquisition cost is Williamson County required/expected to pay? How much of the \$350 million Williamson County road bond package will be used to acquire right-of-way for SH 130? How much of Williamson County's share of right-of-way acquisition costs will come from sources other than the \$350 million road bond?

3. Based upon current traffic counts and demographics, what percent of traffic will be diverted from Highway 79 and Highway 29 west of SH 130 as a result of SH 130 being built? What percent of traffic will be diverted from Highway 79 and Highway 29 east of SH 130 as a result of SH 130 being built? How much of the traffic diverted from Highway 79 and Highway 29 west of SH 130 will have originated (i) east of SH 130 and (ii) west of SH 130? How much of the traffic diverted from Highway 79 and Highway 29 east of SH 130 will have originated (i) east of SH 130 and (ii) west of SH 130? What percentages of the traffic diverted from Highway 79 and Highway 29 will be (i) commuter traffic and (ii) long distance traffic? How does this change based upon 20 year demographic projections? How do your conclusions reconcile with CAMPO's projections that SH 130 will relieve 7% to 20% of Interstate 35 traffic north of US 183 and US 290 by year 2020? What is the rationale for your conclusions?

4. Based upon current traffic counts and demographics, to what extent does the completion of SH 130 in Williamson County and its probable use as a collector road for eastern Williamson County commuter traffic obviate the need for an additional major east/west commuter traffic collector road (like the proposed eastern extension of Chandler Road) east of SH 130? How does this change with year 2020 projections? What is the rationale for your conclusions?

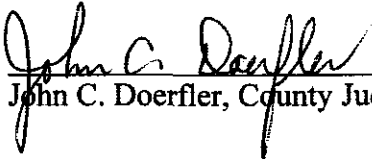
**AGENDA ITEM 38**

Discuss and take appropriate action on project selection criteria for roadways.

No action was taken on this agenda item.

**COMMISSIONERS' COURT ADJOURNED AT 3:22 P.M. ON TUESDAY, APRIL 24, 2001.**

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 248, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 1st day of May, 2001.

  
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,  
Commissioners' Court, Williamson County, Texas

By:   
Deputy Clerk

