

AGENDA ITEM 9Consider approving a line item transfer for Communications:

from: 0100-0581-003003	Radio Equip	1,000.00
to: 0100-0581-004100	Professional Services	1,000.00

Moved: **Judge Doerfler**Seconded: **Commissioner Heiligenstein**

Motion: To approve a line item transfer for Communications:

from: 0100-0581-003003	Radio Equip	1,000.00
to: 0100-0581-004100	Professional Services	1,000.00

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>581</u>	<u>911 Communications</u>	<u>Gerina Simpson</u>
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 26th day of JUNE, 2001, a motion made by JUDGE DOERFLER and duly seconded by COMMISSIONER HEILIGENSTEIN 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
01000581004100	Overtime	2,600.00
01000581003003	Radio equipment	1,000.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
01000581004100	Salaries	2,600.00
01000581004100	Professional Services	1,000.00

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 6-26-01
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 10**Consider approving a line item transfer for Commissioner, Pct 2:**

from:	0200-0212-004621	Copier Rental & Supplies	500.00
	0200-0212-005740	Computer Equip >500	1,125.00
to:	0200-0212-004232	Training	500.00
	0200-0212-003010	Computer Equip <500	1,125.00

Moved: **Judge Doerfler**Seconded: **Commissioner Heiligenstein**

Motion: To approve a line item transfer for Commissioner, Pct 2:

from:	0200-0212-004621	Copier Rental & Supplies	500.00
	0200-0212-005740	Computer Equip >500	1,125.00
to:	0200-0212-004232	Training	500.00
	0200-0212-003010	Computer Equip <500	1,125.00

Vote: **5 - 0**

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR0212

Fund

R&B #2

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 26th day of JUNE, 2001, a motion made by JUDGE DOERFLER and duly seconded by COMMISSIONER HEILIGENSTEIN the motion carried by a vote of 5 votes for, and 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2000-2001 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 ITEM:


Line Item #	Description	Amount
0200-0212-004621	Copier Rental & Supplies	\$500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
0200-0212-004232	Training	\$500.00

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.

ATTEST:


Nancy E. Rister, County Clerk


John C. Doerfler, County Judge

ORDER APPROVING A LINE ITEM TRANSFER FOR

0212
FundR&B #2
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 26th day of JUNE, 2001, a motion made by JUDGE DOERFLER and duly seconded by COMMISSIONER NEUKENSTEN, the motion carried by a vote of 5 votes for, and 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2000-2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

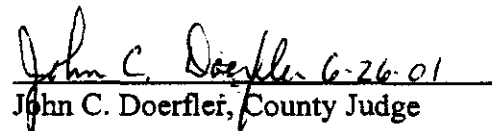
FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
0200-0212-005740	Computer Equipment <\$500	\$1,125.00

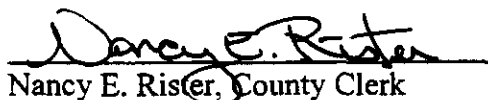
FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
0200-0212-003010	Computer Equipment >\$500	\$1,125.00

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, County Judge

ATTEST:


Nancy E. Rister, County Clerk

AGENDA ITEM 11Consider approving a line item transfer for 26th Dist Court:

from: 0100-0436-004999	Miscellaneous	30.00
to: 0100-0436-003900	Membership Dues	30.00

Moved: **Judge Doerfler**Seconded: **Commissioner Heiligenstein**Motion: To approve a line item transfer for 26th Dist Court:

from: 0100-0436-004999	Miscellaneous	30.00
to: 0100-0436-003900	Membership Dues	30.00

Vote: 5 - 0

< Attachment >

6.12.01

ORDER APPROVING A LINE ITEM TRANSFER FOR43426th District CourtBruce Wilson

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 26th day of JUNE, 2001, a motion made by JUDGE DOERFLER and duly seconded by COMMISSIONER HEILIGENSTEIN 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
<u>0100-0436-004999</u>	<u>Misc.</u>	<u>\$ 30.00</u>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>0100-0436-003900</u>	<u>Membership Dues</u>	<u>\$ 30.00</u>

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 6-26-01
John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 12

Consider declaring an emergency and approving a budget amendment from cash ending balance:

0100-0475-001100	Salaries	38,000.00
0100-0475-004999	Miscellaneous	10,750.00
0100-0409-000406	Transfer to Co. Atty. Hot Checks	2,100.00

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To declare an emergency and approving a budget amendment from cash ending balance:

0100-0475-001100	Salaries	38,000.00
0100-0475-004999	Miscellaneous	10,750.00
0100-0409-000406	Transfer to Co. Atty. Hot Checks	2,100.00

Vote: 5 - 0

< Attachment >

AN **ORDER** DECLARING AN **EMERGENCY** AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A **BUDGET AMENDMENT** FOR

0100-General Fund
FUND

0475-County Attorney
DEPARTMENT

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE AUTHORIZED EXPENDITURES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT APPROPRIATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THIS NECESSARY EXPENDITURE; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 26TH DAY OF JUNE, 2001, A MOTION MADE BY JUDGE DOERFLER AND SECONDED BY COMMISSIONER HEILIGENSTEIN THE MOTION CARRIED BY A VOTE OF 5 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF BUDGETING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED TO APPROPRIATE ADDITIONAL EXPENDITURES AND THE FOLLOWING AMOUNTS BE APPROPRIATED FOR THE FOLLOWING LINE ITEMS:

ACCOUNT #	DESCRIPTION	AMOUNT
01.0100.0475.001100	Salaries	\$38,000.00

WHEREUPON, A MOTION DULY 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 6-26-01
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

0100-General Fund
FUND

0475-County Atty
DEPARTMENT

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE AUTHORIZED EXPENDITURES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT APPROPRIATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THIS NECESSARY EXPENDITURE; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 26th DAY OF JUNE, 2001, A MOTION MADE BY JUDGE DOERFLER AND SECONDED BY COMMISSIONER HEIKENSTEIN THE MOTION CARRIED BY A VOTE OF 5 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF BUDGETING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED TO APPROPRIATE ADDITIONAL EXPENDITURES AND THE FOLLOWING AMOUNTS BE APPROPRIATED FOR THE FOLLOWING LINE ITEMS:

ACCOUNT #	DESCRIPTION	AMOUNT
01.0100.0475-004999	Miscellaneous	\$ 10,750.00

WHEREUPON, A MOTION DULY 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 6-26-01
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

0100-General Fund
FUND

0409- Non Dept.
DEPARTMENT

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE AUTHORIZED EXPENDITURES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT APPROPRIATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THIS NECESSARY EXPENDITURE; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 26th DAY OF JUNE, 2001, A MOTION MADE BY JUDGE DOERFLER AND SECONDED BY COMMISSIONER NEUGENSTEIN THE MOTION CARRIED BY A VOTE OF 5 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF BUDGETING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED TO APPROPRIATE ADDITIONAL EXPENDITURES AND THE FOLLOWING AMOUNTS BE APPROPRIATED FOR THE FOLLOWING LINE ITEMS:

ACCOUNT #	DESCRIPTION	AMOUNT
01-0100-0409.000406	TRSF TO Coatty Hst Chk	\$2100.00

WHEREUPON, A MOTION DULY 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 6-26-01
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK

AGENDA ITEM 13

Consider rescinding approval of deputation of Correction Officer James T. Sharp done on June 19, 2001, on request of Sheriff's Dept.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To rescind approval of deputation of Correction Officer James T. Sharp done on June 19, 2001, on request of Sheriff's Dept.

Vote: **5 - 0**

AGENDA ITEM 14

Discuss and consider approving final plat of Rivers Crossing, Phase Two.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve final plat of Rivers Crossing, Phase Two.

Vote: **5 - 0**

AGENDA ITEM 15

Discuss and consider approving final plat of Sendero Springs, Section One.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve final plat of Sendero Springs, Section One.

Vote: **5 - 0**

AGENDA ITEM 16

Consider closing Fern Bluff Ave. From Sea Ash to Willow Oak for a block party on July 4, 2001 from 6pm to 10pm.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To close Fern Bluff Ave. From Sea Ash to Willow Oak for a block party on July 4, 2001 from 6pm to 10pm.

Vote: **5 - 0**

AGENDA ITEM 17

Consider closing Woodvale from 9613 to 9503 and land from Dalewood to Woodvale for a block party on July 3, 2001 from 6:30pm to 11:30pm.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To close Woodvale from 9613 to 9503 and land from Dalewood to Woodvale for a block party on July 3, 2001 from 6:30pm to 11:30pm.

Vote: **5 - 0**

AGENDA ITEM 18

Consider closing Humphrey's Dr. from Darwin to Hendricks for a block party on July 4, 2001 from 5:30 pm to 11:30 pm.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To close Humphrey's Dr. from Darwin to Hendricks for a block party on July 4, 2001 from 5:30 pm to 11:30 pm.

Vote: **5 - 0**

AGENDA ITEM 19

Consider noting approval of the following surveying & appraisal services for parkland in Taylor:

Terry Tuttle of Bertram, Texas
Larry Kokel of Georgetown, Texas
Bryan Technical Services of Taylor, Texas

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To note approval of the following surveying & appraisal services for parkland in Taylor:

Terry Tuttle, Bertram, Texas
Larry Kokel of Georgetown, Texas
Bryan Technical Services of Taylor, Texas

Vote: 5 – 0

REGULAR AGENDA

AGENDA ITEM 20

Consider approval of additional services to the current agreement with Hall/Bargainer for Hairy Man Road Trail.

No action was taken on this item, which will be added to the July 3, 2001 agenda.

AGENDA ITEM 21

Consider approval of additional services to the current agreement with Hall/Bargainer for Crossroads Church Secondary Trailhead.

No action was taken on this item, which will be added to the July 3, 2001 agenda.

10:00

AGENDA ITEM 22

Hold work session and take any appropriate action concerning redistricting.

Morris Evans with the Elections Department and John Yeager of GIS gave a presentation on redistricting for commissioners' precincts. Plans submitted by Commissioner Hays and Commissioner Heiligenstein were presented to the court. The court also considered a revision of Commissioner Hays' plan by Judge Doerfler. The court will submit two of the plans to Bickerstaff, Heath & Smiley for a demographics check before choosing a final plan.

AGENDA ITEM 23

Hear presentation from Land Strategies and take appropriate action on phase one of Southwest Regional Park.

Paul Linehan of Land Strategies gave a report to the court concerning Southwest Regional Park.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve request by Land Strategies to proceed with Phase 1 Development Plan for Southwest Williamson County Regional Park.

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

(The Southwest Williamson County Regional Park Subconsultant Report, which was presented to the court, is available for inspection upon request.)

< Attachment >

06/26/2001

Page 101

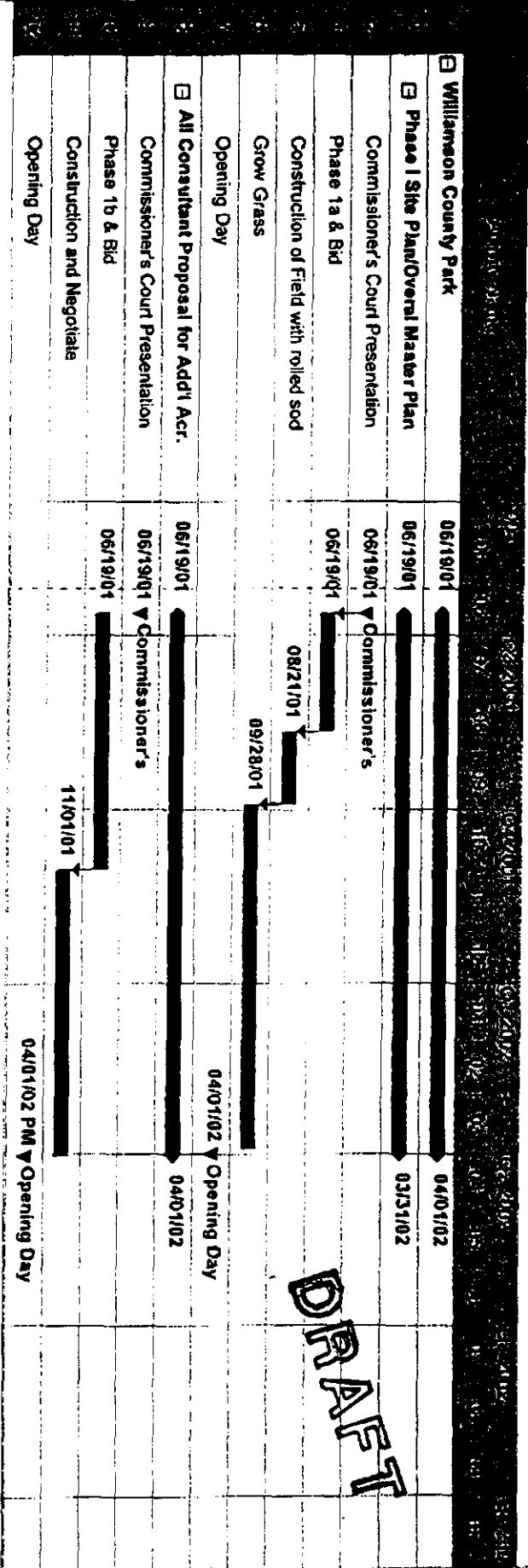
Start: 06/19/01
Finish: 04/02/02

Williamson County
Williamson County Park

1 of 1

*830

Page #1

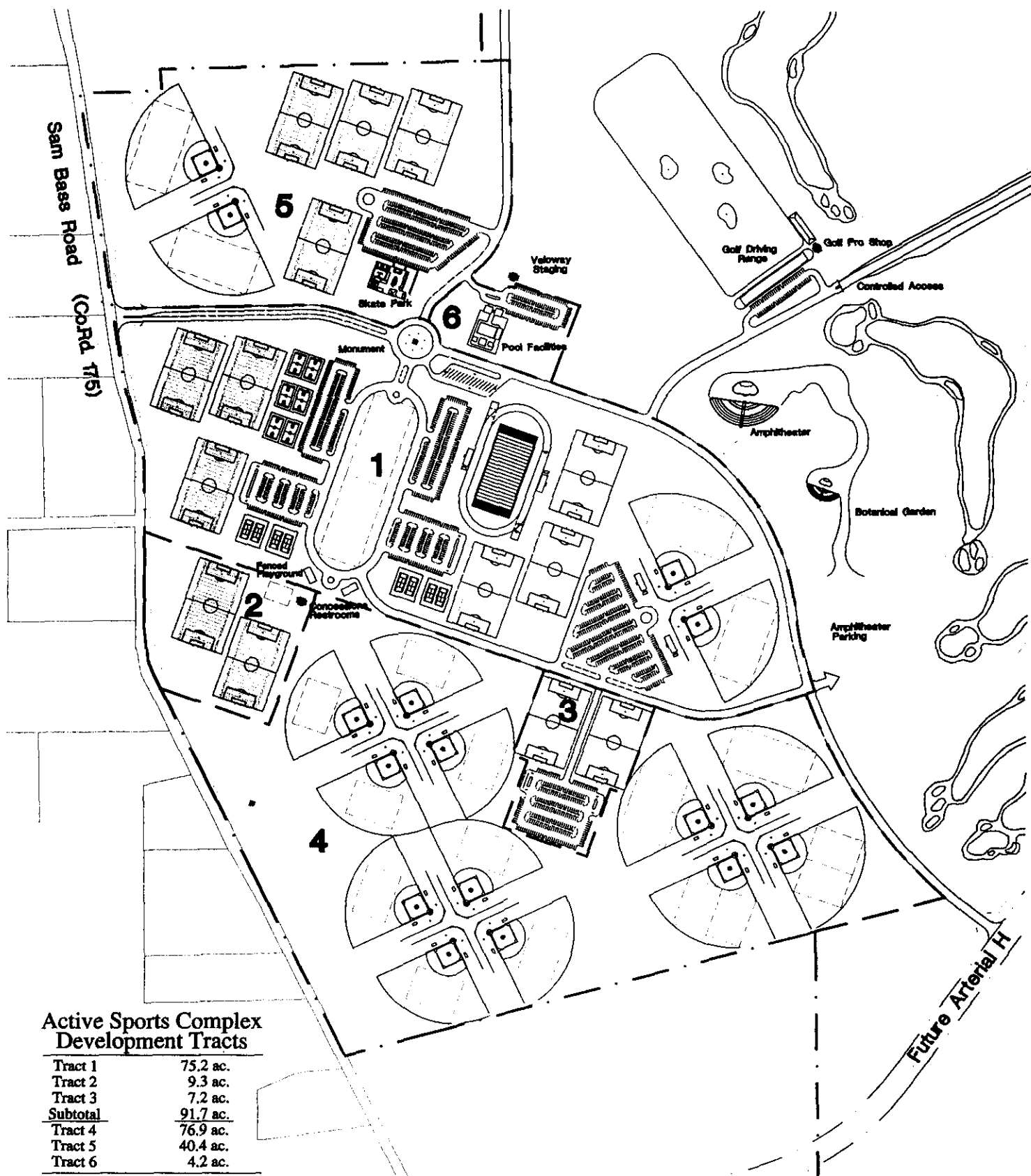


Project: ☐ Start (Early) ☐ Finish (Early) ☐ Critical Activity ☐ Start (Early) ☐ Resource Name ☐ Event ☐ Start (Early) ☐ Name

Supported: ☐ Start (Early) ☐ Finish (Early) ☐ Non-Crit. Activity ☐ Start (Early) ☐ Resource Name ☐ Interface Event ☐ Start (Early) ☐ Name

☒ Non-Cum. Actual Profile ☐ Non-Cum. Remaining Profile ☐ Non-Cum. Baseline Profile ☐ Cum. Act. Rem. Profile ☐ Cum. Baseline Profile

All or parts of the text on this page was not
clearly legible for satisfactory recordation.



Southwest Williamson
County Regional Park



Sports Complex Site Plan



June 26th, 2001
N.T.S.

LAND STRATEGIES INC.



AGENDA ITEM 24

Consider approving installation of flashing school zone light for Jarrell School District.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve installation of flashing school zone light for Jarrell School District.

Vote: **5 - 0**

AGENDA ITEM 25

Discuss and consider granting variances for Cross Country Estates, Section Three (a proposed private subdivision).

Landowner Bruce Fowler discussed the variance request and answered questions.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To grant variances to sections 5.2, B.4.2 and 3.2.1 of the Williamson County Subdivision Regulations for Cross Country Estates, Section Three subject to the approval of Joe England and Dwight Pittman after the landowner submits an agreement, which is to include how the money is going to be spent and how the road is going to be built.

Vote: **5 - 0**

< Attachment >

CROSS COUNTRY ESTATES SECTION THREE

The Owners and Developer of Cross Country Estates Section Three are asking for Variances to the specific Sections Outlined Below. The Variances are being sought in accordance with Section 9 - Variances and Section 7 - Private Subdivisions of the Williamson County Subdivision Regulations.

9. Variances

- 9.1 The Commissioners' Court of Williamson County shall have the authority to grant variances from these Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements of the rules.

7. Private Subdivisions

- 7.1 The roads must meet all county road standards, except where specific variances have been granted by Commissioners Court for adequate cause in each case;

The Owner and Developer are asking for the variances below to be granted in the public's interest and in no way will there be any adverse effects to the public.

There will be five; five-acre tracts serviced by the private roads in Cross Country Estates Section Three and the requirements of justice demands relaxation of the strict requirements of the rules stated in the Williamson County Subdivision Regulations.

Cross Country Estates Section One and Two are currently platted as a Private Subdivision and will remain so in perpetuity, as stated on the subdivision plat and restrictions on file with Williamson County, Texas.

Cross Country Estates Section Three will be a Private Subdivision and follow the requirements as outlined in Section 7 - Private Subdivisions of the Williamson County Subdivision Regulations, except where specific variances have been granted.

The intent of Cross Country Estates Section Three will be to:

- 1) Place a statement on the subdivision plat and restrictions that Williamson County will never accept or maintain the roads unless they meet the county standards in effect on the date of acceptance;
- 2) Place a statement on the subdivision plat that the roads will be maintained in perpetuity by the owners in the subdivision, and will devise a mechanism for assessing the owners to produce adequate revenue for perpetual maintenance;

approved 6-26-01
John C. Daehler

- 3) Place a requirement on the subdivision plat that every deed contain notice to the grantee that all streets are private, that the owners will be perpetually liable for maintenance, that the county will never accept it for maintenance, and that the quality of the roads may affect access by public services such as police, fire, and EMS.
- 4) All arterial and major collector streets required by Section B.2.1 must be dedicated to the public and constructed to county standards. Other streets will be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response individuals.
- 5) A sign will be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads.
- 6) A homeowners association with assessment authority will be formed. Membership in the association will be mandatory for each lot owner. The association will be responsible for the maintenance of the roads in the subdivision.
- 7) The owner shall provide a maintenance schedule for the roads to the County Engineer. The schedule will include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation will be used to determine the annual assessment per lot.
- 8) The owner shall provide either a crash gate or a lock box and a letter of approval from all of the affected emergency response agencies stating their approval of full time access to the subdivision.
- 9) *All streets shall be local and follow the guidelines as outlined in B.3.3.*
- 10) *The engineer for Cross Country Estates Section Three shall provide Williamson County with a letter showing that all roads were built to county standards.*
- 11) *There shall be no requirement for the owner to provide a good and sufficient bond, cash, letter of credit, or to provide an executed deed of trust creating a first lien to the county. After the sale and closing of the first lot, the monies received from the sale will be placed in a trust and will be used to build the infrastructure (roads, power, water).*

The purpose of asking for the variances outlined below is to assure that Cross Country Estates Section Three will begin and remain in perpetuity as a Private, Gated Subdivision. The county will never accept or maintain the roads unless they meet the county standards in effect on the date of acceptance. Developer, thus freeing up the valuable assets of the county, will monitor construction.



5. Road and Drainage Construction

- 5.2 If the owner desires to have the plat placed on record before completion of construction of the streets, roads and drainage, then the owner shall give a good and sufficient bond, cash, or letter of credit. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas, the estimated cost of construction according to the calculations of a Registered Professional Engineer. The security shall be conditioned on the completion (in compliance with the Engineering Guidelines) of all the roads, streets and drainage shown on the plat. In lieu of such security, the owner may provide an executed deed of trust creating a first lien to the county in order to secure construction of the improvements.

REQUEST

We are requesting a specific variance from Section 5.2. All of the streets within Cross Country Estates Section Three will be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response individuals. In lieu of bond, cash, letter of credit, or an executed deed of trust, a trust will be formed to ensure construction of the improvements.

- 5.6 Upon approval of the construction plans, the owner shall pay an inspection fee in the amount of 1.5% of the construction cost for the roads and drainage. If the subdivision is within the ETJ of a municipality and the municipality charges an inspection fee then this fee is waived.

REQUEST

We are requesting a specific variance from Section B.4.2. All of the streets within Cross Country Estates Section Three will be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response individuals. There will be no need to pay for an inspection fee. The engineer for Cross Country Estates Section Three shall provide Williamson County with a letter showing that all roads were built to county standards

- 3.2 Every preliminary plat submission must include all of the following:

- 3.2.1. Existing topographic contours at two-foot intervals for subdivision where lots are less than five acres, 10-foot intervals for all other subdivisions.

We are requesting a specific variance from Section 3.2.1. All five lots within Cross Country Estates will be 5 acres or very close to five acres in size. We would like to provide Williamson County with 10-foot contours instead of the required two-foot contours.



AGENDA ITEM 26

Discuss and consider approving a variance pertaining to structures build in county right-of-way (section B4.1, Williamson County Subdivision Regulations) for Cimarron Hills PUD.

No action was taken on this agenda item, which will be added to the July 3, 2001 agenda.

AGENDA ITEM 27

Consider approving resolution requesting the widening of shoulders along Williams Drive.

No action was taken on this agenda item, which will be added to the July 3, 2001 agenda.

AGENDA ITEM 28

Consider approving lease agreement with City of Thrall for radio tower site.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve lease agreement with City of Thrall for radio tower site.

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

< Attachment >

Lease Agreement

This lease agreement ("the agreement") is made and entered into this 26TH day of June, 2001, between The City of Thrall its successors and assigns ('the Landlord') and Williamson County, its successors and assigns ('the Tenant').

1. **Landlord** is the Owner of certain real property located in Williamson County, State of Texas. Property being at 7800 County Road 424, Thrall, Texas. Tenant shall have access to approximately 10 acres of said property to build an emergency Communications Radio Tower and, building to house Emergency Radio Communications equipment. An eight (8) foot security fence, built by the Tenant will fence the said radio tower and equipment building.
 2. **Initial Term and Rental:** This agreement shall be for an initial term of, ten (10) years beginning on the 1st day of August 2001, at an annual rate of \$3500.00.
 3. **Extension of Term:** Tenant is hereby granted the option to extend the term of this agreement for four (4) additional, consecutive ten (10) year periods. Each option for an extended term shall be deemed automatically exercised without notice by, the Tenant to Landlord, unless Tenant gives Landlord written notice of its intention not to exercise any such option, thirty (30) days prior to the beginning of the Extended Term.
 4. **Rental increase:** The Landlord shall have the option of increasing cost of lease per year, at a rate of 4%, or no more than annual gross product increase, and shall inform the Tennant in writing, thirty (30) days prior to the first year anniversary
-

In Witness Whereof, the parties hereto have set their hands and seals on the day first above written.

Landlord:

Name: Gary J. Thall Date: _____
James D. Wood

Attest: James D. Wood Date: 6-29-01

Tenant: Williamson County
John C. Doerfler Date: 6-26-01

Attest: _____ Date: _____

State OF TEXAS

County OF WILLIAMSON

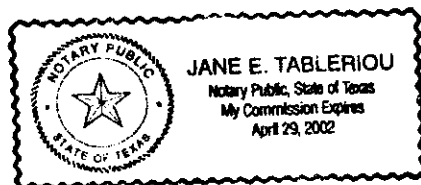
Before Me, a notary Public in and for said County and State, personally appeared the above-named John C. Doerfler, who acknowledged that ~~he~~ he did sign the foregoing instrument and that the same is ~~her~~his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at GEORGETOWN TEXAS this day of JUNE, 2001.
26th

My commission expires:

4/29/02

Jane E. Tableriou
Notary Public



AGENDA ITEM 29

Consider authorizing advertising and setting date to receive bids for Commissary Services for the Jail.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and setting date to receive bids for Commissary Services for the Jail for July 24, 2001, at 2:00 p.m. in the County Auditor's office.

Vote: **5 - 0**

AGENDA ITEM 30

Consider approving payment of \$121.85 to City of Taylor for costs associated with the demolition and lot clean up of 713 2nd St., Taylor, property sold at a tax sale.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve payment of \$121.85 to City of Taylor for costs associated with the demolition and lot clean up of 713 2nd St., Taylor, property sold at a tax sale.

Vote: **5 - 0**

< Attachment >

Dorothy Fischer

From: Joe Pondrom
Sent: Thursday, June 14, 2001 9:05 AM
To: Dorothy Fischer
Cc: Deborah Hunt; Carolyn Paulsen
Subject: RE: 713 E. 2nd, Taylor

Dorothy, the school's attorney handled the sale on this property, so I have no way of knowing what costs may have been incurred. Sheryl Wilkins, the school assessor, can probably help with that. We received some money from what looks like a subsequent sale and I am checking to see where this money came from. The county was owed \$604.04 in taxes, penalties, interest, and attorney fees from 1989. We only received \$216.01 from the resale of \$2350.00 which was approximately 52% of the original judgment amount.

The way I usually calculate proportional amounts for costs the City is referring to is to take the total tax rate of all the entities involved, \$2.46, and divide our tax rate of \$0.395 by that number to get a percentage of 16.05%. If the court decides to share in the demolition expenses our share would be the 16.05%. Needless to say the ions share would go to the school district.

I hope this helps, call me if you need anything else.

Joe

-----Original Message-----

From: Dorothy Fischer
Sent: Tuesday, June 12, 2001 1:04 PM
To: Joe Pondrom
Subject: 713 E. 2nd, Taylor

\$121⁸⁵
 approved 6-26-01
 John C. Daeyler

Mr. Pondrom:

We received a letter from Frank Salvato, City Mgr of Taylor, he is requesting that we help the city and school pay the costs for demolition and lot cleanup for property located at 713 E. 2nd, St.

Commissioner Limmer would like to find out what the county's share of costs and sale proceeds are so we can pay the city our share of clean up and receive our share of the sale proceeds.

Could you please help us with this? Thank you Dorothy

Sheryl Wilkins confirmed what Joe
 says above -
 County received 216.01 of a 636.71 Judgment
 Total of Co, LSO & City Judgment was 4,000
 Received (Keith Hoggan) 2350



March 6, 2001

Commissioner Frankie Limmer
Williamson County Precinct 4
412 Vance
Taylor, Texas 76574

RE: Demolition at 713 E. 2nd Street

Dear ~~Commissioner~~ *Frankie* Limmer:

The property located at 713 E. 2nd Street was jointly owned by the City, County and School District. An old burned out house was located on the property and we had numerous complaints from citizens living in the area. I contacted you and David Krueger about sharing the cost of cleanup.

I have enclosed a copy of the costs for the demolition and lot cleanup for your review. We have copies of the original bid for labor costs. The disposal costs were the actual cost of dumpsters from Action Disposal.

It is my understanding that the property was sold at a tax sale by the School District on March 6, 2001. Hopefully the cleanup increased the bid amount for the tax sale. If you have any questions concerning this matter, please do not hesitate to call me at (512) 352-3677.

Sincerely,

Frank Salvato
City Manager

Memorandum

To: Frank Salvato, City Manager
CC: Ross Frie, Community Development Director
From: Jack Dunn, Code Enforcement Officer
Date: 03/06/01
Re: Demolition of 713 2nd St. East

Here are the final costs associated with the demolition of 713 2nd St. E. Cost Invoices available in my office if needed.

Labor Cost	\$ 800.00
Disposal costs	\$ 1305.00
Total Cost	\$ 2105.00

Thank You
Jack Dunn Code Enforcement Officer

CONFIDENTIAL

AGENDA ITEM 31

Discuss and take any appropriate action, including but not limited to setting a public hearing, concerning overweight trucks and weight limits on CR 272.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve advertising and setting a public hearing concerning overweight trucks and weight limits on CR 272 for July 31, 2001, at 10:00 a.m. in the Commissioners' Courtroom.

Vote: 5 - 0

< Attachment >

01/23/1997 16:23 5123521536

PAGE 01

Weight Limits

Post #	Fax No	7671	Date	1-23-97	# of pages	2
To	Joe England		From	Mehevec		
Co. Dept.			Co.			
Phone #			Phone #			
Fax #	930-3335		Fax #			

VOL 23 PAGE 674

November 15
Motion made by Jerry Mehevec and seconded Comr. Pct. #1 to get prices for building and for an 8 foot fence to be built around back to the Court on Monday, Nov. 22, and be dumped in the landfill at \$4.50 per to vote of the Court.

November 15th., 1982

Motion made by Jerry Mehevec and seconded by Carl Lidell to table action on the policy for roadways in the subdivisions platted before 1972 and other unplatted subdivisions in the County, until Nov. 29, 1982, to give the Court time to look these roads over and discuss this matter with the County Attorney. Motion carried by unanimous vote of the Court.

November 15th., 1982

No action was taken on roads in Green Acres.

November 15th., 1982

Pursuant to advertisement for public hearing to set weight limits on County Roads, motion was made by Jerry Mehevec and seconded by Raymond Rister to approve the limit of 17,000 lbs on rear axle and 12,000 lbs on front axle with a maximum total weight of 60,000 lbs gross for a 5 axle vehicle. Motion carried by unanimous vote of the Court.

November 15th., 1982

Fencing contract in Pct. #2 was tabled.

November 15th., 1982

Judge Lott, 26th Judicial District and Judge Carter, 277th Judicial District requested several budget items. No action was taken at this time.

November 15th., 1982

The Court at this time recessed for lunch.

November 15th., 1982

The Court reconvened at 1:30 P.M., with all members being present except Wesley O. Foust, Comr. Pct. #2, and the following business was transacted to-wit:

November 15th., 1982

No action was taken in executive session in regard to pending and contemplated litigation.

November 15th., 1982

Motion made by Jerry Mehevec and seconded by Carl Lidell to deposit \$5,000.00 as Earnest Money to Longhorn Title Company Escrow Agent for the purchase of 4.41 acres in Round Rock North Industrial Park from Brushy Slope Investment Corporation and authorize the County Judge to sign the contract and addendum on behalf of the County. Motion carried by unanimous vote of the Court in attendance.

AGENDA ITEM 32

Consider approving late expense reimbursement from Pct. #4 Constable (presented for payment beyond the 60 day deadline required in the budget order).

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve late expense reimbursement from Pct. #4 Constable (presented for payment beyond the 60 day deadline required in the budget order).

Vote: 3 - 1 with Commissioner Boatright voting against the motion and with Commissioner Heiligenstein absent from the dais.

< Attachment >

WILLIAMSON COUNTY TRAVEL EXPENSE REPORT

RECEIPTS REQUIRED FOR ALL REIMBURSEMENT ITEMS

PAY REIMBURSEMENT TO:

12451
MARK BIRCHARD

DEPARTMENT:

Constable Precinct 4

SUBMITTED:

DATE:

DESTINATION:

PURPOSE:

MILES:

3-8-01 Emergency Purchase Ammunition

needed for a school. Badge covers for

funeral. SEE ATTACHED RECEIPT.

Pay to pay w/out PO per Bob Space - Marty did not think PO was needed when ammunition was required for class Mark was attending since PO's are not required for training. ~~PO~~ TOTAL MILES 132.43

TOTAL MILES X .29 = MILEAGE REIMBURSEMENT

MEALS (RECEIPTS REQUIRED/ATTACHED) OUT OF COUNTY ONLY

LODGING (RECEIPTS REQUIRED/ATTACHED)

CONFERENCE/SEMINAR REGISTRATION FEES (RECEIPTS)

OTHER TRAVEL EXPENSES (RECEIPTS REQUIRED/ATTACHED)

SUPPLIES (RECEIPTS REQUIRED/ATTACHED)

POSTAGE (RECEIPTS REQUIRED/ATTACHED)

OTHER EXPENSES (EXPLANATION/RECEIPTS REQUIRED)

TOTAL REIMBURSEMENT \$ 132.43

CERTIFICATION BY EMPLOYEE: "I CERTIFY THAT THE EXPENSES AS SHOWN ABOVE ARE TRUE AND CORRECT AS INCURRED WHILE TRAVELING ON WILLIAMSON COUNTY BUSINESS."

SIGNATURE OF PERSON SUBMITTING REPORT

CERTIFICATION BY OFFICIAL/DEPARTMENT HEAD: "I CERTIFY THAT THE ABOVE LISTED EXPENSES ARE TRUE AND CORRECT."

SIGNATURE OF OFFICIAL/DEPARTMENT HEAD

approved 6-26-01
John C. Gayler

06/26/2001

RECORDERS MEMORANDUM

Page 116

All or parts of the text on this page was not
clearly legible for satisfactory recordation.



P.O. Box 16080
Austin TX 78761
Phone: (512) 451-8298
Fax: (512) 453-6149

Cash Receipt

Invoice No. RTL0039543
Invoice Date 3/8/01
Master No. 84,548
Order Date 0/0/00
Page: 1

Bill To:

Williamson Co Constable Pct 4
Attn: Constable MartyRuble
115 W. 6th Street
Taylor TX 76574

Ship To:

Williamson Co Constable Pct 4
Attn: Mark - PO#52991 *
115 W. 6th Street
Taylor TX 76574

PO Number	Customer ID	Salesperson	Ship Via	Payment Terms	Ship Date
MARK BIRCHARD	001305	KW		NET 15	3/8/01

Shipped	B/O	Item Number Description Serial Number	Price	UM	Ext. Price
10.00	0.00	GT-MBC Gt Mourning Badge Cover W/ Inscription Size Reg	\$4.95	EA	\$49.50
0.05	0.00	CCI-53653 CCI Lawman .45 230GR TMJ	\$219.80	M	\$10.99
0.30	0.00	CCI-53919 CCI Lawmen .357 Sig 125gr. TMJ	\$239.80	M	\$71.94

SIGNATURE
DATE
TOTAL \$132.43

Your Cashier was Ken
Thank you for your business

Subtotal	\$132.43
Freight	\$0.00
Tax	\$0.00
Total	\$132.43
Amount Received	\$132.43
Balance Due	\$0.00

FL Number:

Expires:

All returns must be authorized by GT. Interest charges on past due invoices at
max rate allowed by law.

ORIGINAL

AGENDA ITEM 33

Discuss and take appropriate action regarding special projects auditor.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the hiring of a Special Projects Auditor at grade 23, step 1 to work exclusively on road bond, Certificates of Obligation, and parks funds projects.

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

< Attachment >

JOB DESCRIPTION**POSITION IDENTIFICATION**

Job Title: Project Accountant
Department: Auditor's Office
Title of Supervisor: Financial Director
FLSA Status: Exempt
Positions Supervised: Does not supervise other positions.

JOB SUMMARY

To oversee all project related accounting; to coordinate with the commissioners, county judge, county engineer and other county personnel and consultants in the accounting and funding of capital projects; and to assist the Financial Director in the management of all related financial transactions for the county.

ESSENTIAL JOB FUNCTIONS

Evaluate all project expenditures and revenues and generate required financial reports to County Treasurer, County Auditor, County Judge, Commissioners Court, and other appropriate county personnel.

Responsible for ensuring the accuracy of all project related expenditures and revenues in Oracle General Ledger.

Responsible for the maintenance of all project related general ledger accounts and budgets in Projects module of Oracle Financial System.

Responsible for tracking all "project" related capital expenditures.

Audit and enter all project related invoices in Oracle Accounts Payable module.

Assist with GASB 34 requirements as pertains to purchase of capital items.

Prepare monthly and/or weekly reports to Commissioners and County Judge as to status of all project related funds.

Balance and reconcile the project funds in the general ledger and subsidiary accounts; examine all project accounting transactions to ensure accuracy; make corrections to project financial records as necessary.

Monitor project related budgets for each Commissioner and County Judge; research and analyze transactions to resolve budget problems.

Responsible for assisting in the preparation of monthly, quarterly, and annual financial reports in accordance with the Local Government Code.

Assist in the preparation of all project and capital expenditures to be reported in the Comprehensive Annual Financial Report (CAFR) for Government Finance Officers Association Certificate of Achievement Program.

Assist Purchasing Department with tracking of fixed assets as relates to projects.

Assist external auditors in compiling financial information for use in the annual audit.

Assist County Auditor and Financial Director with any other financial related research and information.

PHYSICAL REQUIREMENTS

Position primarily involves sitting at a desk or other workstation. Some bending, lifting, and stooping will be required. Position requires employee to communicate with the public and other county offices.

WORKING CONDITIONS

Work is primarily indoors in a climate-controlled building. During year-end, annual audit preparation and other sensitive activities, work outside of the normal work schedule will be required.

EDUCATION

Minimum requirement is a B.B.A. from an accredited college or university with major course in accounting.

EXPERIENCE

Minimum requirement is two years of accounting experience.

SPECIAL SKILLS, KNOWLEDGE, AND ABILITIES

Ability to interpret and act on knowledge gained from the local government code. Knowledge of the principles and practices of auditing, accounting, and finance; must possess good written and oral communication skills and have the ability to analyze complex financial records and identify errors; ability to maintain effective working relationship with county employees, officials, and the general public. Must possess good computer skills and a working knowledge of Microsoft Office and other related software packages. Oracle Software knowledge desired.

AGENDA ITEM 34

Discuss and take any appropriate action concerning in-house liaison or inspector for capital projects.

No action was taken on this agenda item, which was tabled until further notice.

AGENDA ITEM 35

Discuss and take appropriate action on allocating person to drive van for dam maintenance (Brushy Creek dam), 33% WCID and 66% for Unified Rd. & Bridge.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve an entry-level corrections officer position to supervise and drive van for dam and road maintenance work crews.

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

AGENDA ITEM 36

Discuss and take any appropriate action on commissioners' court meeting for week of July 2, 2001.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To reschedule a Commissioners' Court meeting for July 3, 2001.

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

AGENDA ITEM 37

Consider canceling Commissioner's Court meeting of July 10, 2001.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To cancel the July 10, 2001 Commissioners' Court meeting.

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

AGENDA ITEM 38

Consider the firm of Spencer -Godfrey for development of the 135-acre parkland tract on FM 397 at Taylor.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the firm of Spencer -Godfrey for development of the 135-acre parkland tract on FM 397 at Taylor, subject to approval of the contract by County Attorney Gene Taylor.

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

< Attachment >

Contract No. _____

Checklist**Prior to Initiation of Work**

- ☐ Signed and Executed Agreement
 - ☐ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by ~~Engineer~~Architect
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
 - ☐ Production Schedule – Exhibit IV
 - ☐ Hourly Rates of ~~Engineer~~Architect – Exhibit II
 - ☐ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
 - ☐ Data to be provided to ~~Engineer~~Architect by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: Geotechnical Investigation and Recommendation
-
- ☐ Contractors Qualification Statement – Appendix B
 - ☐ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original ~~Engineering Architectural Work Product~~ Construction Documents submittal
- ☐ "Completed" ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ "Accepted" ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ Modifications and/or Changes for Approval of ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ "Approved" ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ Revisions to ~~Work Product~~ Construction Documents
- ☐ Seal of Endorsement on all ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided

Contract No. _____

| by ~~Engineer~~ Architect to County

Notices (as applicable)

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
 - ☐ Invoice for Services Rendered
 - ☐ Supporting Documentation
 - ☐ Report of Completion Percentage
 - ☐ Invoice for Reimbursables
 - ☐ Proof of prior payment by ~~Engineer~~ Architect of Reimbursables
- |

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the EngineerArchitect</i>	
1		
II.	<i>Basic Services of the EngineerArchitect</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>EngineerArchitect's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer Architect	9
E.	Notice	10
F.	Insurance Requirements	10
G.	Forfeiture of Contract	10
H.	Property Taxes	10
I.	Successors and Assigns	11
J.	Bidding Exemption	11
K.	Historically Underutilized Businesses	11
L.	Taxpayer Identification	11
M.	Compliance with Laws	11
N.	Reports of Accidents	11
O.	Entire Agreement	11
P.	Captions Not a Part Hereof	12
Q.	Incorporation of Attachments	12
R.	Entity Status	12
S.	Acknowledgement	12
	Signature Page	13

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	14
	<i>Attachment A – Work Authorization</i>	16
EXHIBIT II	<i>Hourly Rates</i>	18
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	19
EXHIBIT IV	<i>Production Schedule</i>	20
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	21
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	23
EXHIBIT VII	<i>Insurance Requirements</i>	25
APPENDIX A	<i>Scope of Services</i>	27
APPENDIX B	<i>Contractor's Qualification Statement</i>	28

Contract No. _____

5 of 29-35 Pages |

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 Spencer Godfrey Architects (*the "EngineerArchitect"*).

WHEREAS, *County* proposes to construct a—The Taylor Community Center;

WHEREAS, *County* desires to obtain professional services for The Taylor Community Center (*the "Project"*);

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

Section I
Employment of the EngineerArchitect

County agrees to employ *EngineerArchitect* and *EngineerArchitect* agrees to perform professional engineering 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 of the contract. 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 EngineerArchitect

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

Contract No. _____

6 of 29-35 Pages

- B. Engineer/Architect shall not commence work until Engineer/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 Engineer/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 Engineer/Architect; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs Engineer/Architect.
- D. Engineer/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-construction of the *Project*, including any Public Hearings, satisfactory to the *County Judge* and the County's Commissioners Court, and 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. ~~TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:~~
 - i) ~~The 1998 reprint of the Texas Manual on Uniform Traffic Control~~
 - ii) ~~The September 31, 1998, Federal Highway Administration (FHWA)~~
 - b. ~~Texas Department of Transportation Construction Manual~~
 - c. ~~Texas Department of Transportation's Standard Specifications for~~
 - d. ~~National Environmental Policy Act (NEPA)~~
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. ~~Americans with Disabilities Act (ADA) Regulations~~
 - g. ~~U.S. Army Corps Regulations~~
 - h. Southern Building Code 1997 Edition (1994 Plumbing and Mechanical Editions)
 - i. ~~Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.~~
 - j. National Electrical Code (most current version)
 - k. ~~Williamson County Bond Program Standard Procedures Manual~~
 - l. ~~TxDOT Bridge Division Foundation Manual~~
 3. As part of the Scope of Services, Engineer/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

Contract No. _____

7 of ~~29~~35 Pages |

this Agreement, and is expressly incorporated and made a part hereof.

Contract No. _____

8 of 29-35 Pages

Section III Fee schedule

- A. For and in consideration of the performance by Engineer/Architect of the work described in the Scope of Services, **County** shall pay and Engineer/Architect shall receive the fee set forth in Exhibit I. ~~The 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 Engineer/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. *THE FEE IS PROPORTED AS PROVIDED IN EXHIBIT "A".*
- B. For the performance of services not specifically described in the Scope of Services Engineer/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 Engineer/Architect's services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on Engineer/Architect.

Section IV Period of Service

- A. Engineer/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. Engineer/Architect shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by Engineer/Architect of **County**'s written Work Authorization and in accordance with the production timeline included in the Scope of Services: unless Architect is delayed for reasons beyond Architect's control.
- C. Neither Engineer/Architect nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Engineer/Architect's or **County**'s reasonable control. Upon the discovery of such an event, Engineer/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**.

Contract No. _____

9 of 29-35 Pages

- 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 ~~Engineer~~Architect of written Notice of Reinstatement from **County**. ~~Engineer~~Architect, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the ~~Engineer~~Architect's services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, ~~Engineer~~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 ~~engineering~~ 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 ~~Engineer~~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. ~~Engineer~~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 ~~Engineer~~Architect to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, ~~Engineer~~Architect shall be liable for any additional costs incurred by **County**.
- F. ~~Engineer~~ 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, ~~Engineer~~ Architect agrees that _____ One-Hundred and No/100 Dollars (\$ _____ 100.00) per day shall be retained by **County** from any amounts due ~~Engineer~~ Architect for every day that ~~Engineer~~ Architect does not meet the production requirements set forth in Exhibit IV-, through Construction Document phase.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete ~~engineering work product~~ phase 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 ~~engineering work product~~ the Architect's Documents 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 ~~engineering work product~~ Architect's Documents 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. The Architect shall receive written notice from the County at least 10 days prior to any perceived

Contract No. _____

10 of 29-35 Pages

failures to meet the proposed schedule.

- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

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 *EngineerArchitect's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *EngineerArchitect* 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. *EngineerArchitect* 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 *EngineerArchitect* 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. *EngineerArchitect* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *EngineerArchitect's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *EngineerArchitect* shall cooperate and coordinate with *County's* staff, and other *engineerArchitects* and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of ~~Work-Product~~ Services

- A. *EngineerArchitect's* ~~engineering work product~~ Construction Documents will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "~~engineering work products Architect's Construction Documents~~"), shall be submitted by *EngineerArchitect* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the ~~engineering work products~~ Construction Documents, 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 ~~engineering work products Architect's Construction Documents~~ in compliance with the requirements of this Agreement.
- . The completeness of any ~~engineering work product~~ Architectural Services submitted to

Contract No. _____

11 of 29-35 Pages

County shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *EngineerArchitect* in writing within such 30-day period if such work product has been found to be incomplete.

- C. If the submission is complete, *County* shall notify *EngineerArchitect* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *EngineerArchitect*, 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 *EngineerArchitect*, 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, *EngineerArchitect* 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 engineering ~~Architectural~~ work products Construction Documents, *EngineerArchitect* shall without additional compensation perform any work required as a result of *EngineerArchitect's* development of the products which is found to be in error or omission due to *EngineerArchitect'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 *EngineerArchitect's* work products Construction Documents as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *EngineerArchitect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product Construction Documents

EngineerArchitect shall make without expense to *County* such revisions to the ~~work product~~ construction documents as may be required to correct negligent errors or omissions so the ~~work product~~ documents 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 *EngineerArchitect* shall entitle *EngineerArchitect* to additional compensation for such extra services and expenses, provided however, that *EngineerArchitect* agrees to perform any necessary corrections to the ~~work products~~ construction documents, which are found to be in negligent error or omission as a result of the *EngineerArchitect's* development of the ~~work product~~

Contract No. _____

12 of 29-35 Pages

construction documents, at any time, without additional compensation. If it is necessary due to such error or omission by EngineerArchitect to revise the plans in order to make the *Project* constructable, EngineerArchitect shall do so without additional compensation. In the event of any dispute over the classification of EngineerArchitect's services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on EngineerArchitect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

EngineerArchitect's Responsibility and Liability

- A. EngineerArchitect 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, EngineerArchitect shall inform *County* of such event within five working days.
- B. EngineerArchitect 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 EngineerArchitect 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 EngineerArchitect.
- D. EngineerArchitect 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 EngineerArchitect or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, EngineerArchitect shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. EngineerArchitect's opinions of probable *Project* cost or construction cost represent EngineerArchitect's professional judgment as a design professional familiar with the construction industry, but EngineerArchitect does not guarantee that proposals, bids, or the construction cost, itself, will not vary from EngineerArchitect's opinions of probable cost.

Contract No. _____

13 of 29-35 Pages

- F. Engineer/Architect shall perform all services and responsibilities required of Engineer/Architect under this Agreement using at least that standard of care which a reasonably prudent engineer/Architect in Texas, who is licensed by the State Board of Engineers Architectural Examiners, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. Engineer/Architect represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that Engineer/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 Engineer and professional personnel.~~
- H. All employees of Engineer/Architect shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer/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. Engineer/Architect shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. Engineer/Architect shall place his Texas Professional Engineer/Architect's seal of endorsement on all documents and ~~engineering data~~ furnished to County, as required by law.
- K. Engineer/Architect is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of Engineer/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~~ digital files, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Engineer/Architect are the property of County, and ~~u~~ Upon completion of the work or termination of this Agreement or as otherwise instructed by County and/or County Judge, a copy of the Architect's documents shall be delivered to County in an organized fashion with Engineer/Architect retaining a copy.
- B. Any reuse by Engineer/Architect of any such documents described in subsection A above, without the specific written consent of County shall be at Engineer's Architect's sole risk and without liability or legal exposure to County. Should Engineer/Architect be terminated,

Contract No. _____

14 of 29-35 Pages

~~Engineer 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 ~~Engineer Architect~~, or Surveyor, as applicable, as specified by professional standards.

- C. ~~Engineer 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 engineers and contractors, without the specific written consent of ~~Engineer Architect~~.

Section X Maintenance of and Right of Access to Records

- A. ~~Engineer 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. ~~Engineer 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 ~~Engineer Architect~~, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ~~Engineer Architect~~ agrees that *County* shall have access during normal working hours to this material, to all necessary ~~Engineer~~ 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 ~~Engineer Architect~~ reasonable advance notice of intended audits.
- C. ~~Engineer 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 materials, 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. ~~Engineer Architect~~ and sub-consultant agrees to photocopy such documents as may be requested by *County*. *County* agrees to reimburse ~~Engineer Architect~~ for the cost of copies at the rate of \$0.15 per sheet and \$0.15 per square foot of blueline paper, published in the Texas Administrative Code in effect as of the time copying is performed.

Contract No. _____

15 of 29-35 Pages |

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.** EngineerArchitect 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—Acknowledgement of EngineerArchitect.~~** EngineerArchitect ~~certifies—~~
~~acknowledges~~ that neither EngineerArchitect nor any members of EngineerArchitect'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 EngineerArchitect) 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 EngineerArchitect) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.
- EngineerArchitect further agrees that this ~~certification~~ acknowledgement 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, addressed to the proper party, at the following address:

Contract No. _____

16 of 29-35 Pages

ENGINEER/ARCHITECT: Spencer Godfrey Architects
1106 S. Mays, Suite 120
Round Rock, Texas 78664

COUNTY: Williamson County (or successor)
John Doerfler (or successor)
County Judge

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney

Attn: File No.

and to: Prime Strategies, Inc.
1598 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP
303 East Main Street
Round Rock, Texas 78664
Attn: Mike Swayze

and to: _____

- F. **Insurance Requirements.** Engineer/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 Engineer/Architect is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, Engineer/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 Engineer/Architect is delinquent in the payment of property taxes.

Contract No. _____

17 of 29-35 Pages |

- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **EngineerArchitect** and their respective successors, executors, administrators, and assigns. Neither **County** nor **EngineerArchitect** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- 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.** **EngineerArchitect** shall provide to **County Judge** upon submittal of **EngineerArchitect'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.** **EngineerArchitect** shall use professional efforts to 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 **EngineerArchitect** shall furnish the **County** with certification-acknowledgement of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after **EngineerArchitect** 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 **EngineerArchitect**), whether or not it results from or involves any action or failure to act by the **EngineerArchitect** or any employee or agent of the **EngineerArchitect** and which arises in any manner from the performance of this Agreement, the **EngineerArchitect** 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 **EngineerArchitect** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **EngineerArchitect**, 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 **EngineerArchitect's** performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **EngineerArchitect** 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 **EngineerArchitect**. 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.

Contract No. _____

18 of 29-35 Pages

- 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.
- 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 EngineerArchitect is a _____, duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of EngineerArchitect, I acknowledge by my signature below that I have read and understand the above paragraphs and that EngineerArchitect has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of EngineerArchitect.** The term "EngineerArchitect" as used herein is defined as an individual licensed to practice Architecture in the State of Texas. The Texas Board of Architectural Examiners, P.O. Box 2337, Austin, Texas 78711-2337, or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a, 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.

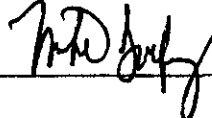
Contract No. _____

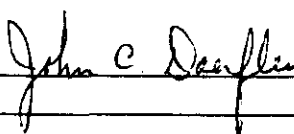
19 of 29-35 Pages |

EXECUTED this 30 day of July, 2001.

THE ENGINEER/ARCHITECT:

WILLIAMSON COUNTY: |

BY: 

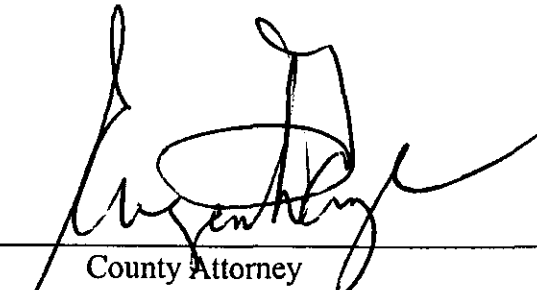
BY:  8-2-01

Printed Name: Mike Godfrey

Williamson County Judge

Title: Partner-Spencer Godfrey Architects

Reviewed as to Form By:


County Attorney

Funds Verified By:

County Auditor

Contract No. _____

20 of 29-35 Pages

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 not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be completed as follows: 7% of the County's approved construction budget, excluding Civil Engineering fees. When design development is finalized, the Architect's fee will convert to fixed sum compensation based upon 7% of the County's approved Design Development Construction Budget, excluding Civil Engineering Fees. ~~the sum of~~ \$ _____.
- ~~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~~ 1.2 ~~Engineer~~ Architect shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 ~~Engineer~~ 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, excluding Civil Engineering Fees. ~~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 Engineer 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 ~~Engineer~~ 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 ~~Engineer~~ 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 ~~Engineer~~ Architect's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

Contract No. _____

21 of 29-35 Pages

- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer/Architect* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer/Architect* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, ~~although such notification shall not relieve the *Engineer* 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 *Engineer/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

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer/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, *Engineer/Architect* shall not be compensated for work made necessary by *Engineer/Architect's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement, for the scope of services described, without modification (the "*Compensation Cap*") is \$280,000.00, 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 unless project scope is modified*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer/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 also contain a representation of the percentage of completion relative to that segment of the *Project*.

Contract No. _____

22 of 29-35 Pages

- 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.
- 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 ~~Engineer~~Architect.

Contract No. _____

23 of 29-35 Pages |

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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 "~~Engineer~~Architect"*).

Part 1. The ~~Engineer~~Architect will provide the following engineering Architectural services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the ~~Engineer~~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 _____, unless extended by a Supplemental Work Authorization.

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

Contract No. _____

24 of 29-35 Pages

ATTACHMENT A (con't.)

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

ENGINEER/ARCHITECT:

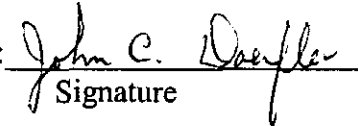
COUNTY:

Williamson County, Texas

By: _____


Signature

By: _____


SignatureMike Godfrey

-

Printed Name

John C. Doerflinger
Printed NamePartner-Spencer Godfrey Architects_____
Title7/30/01

Date

County Judge
Title8-2-01
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer/Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

Contract No. _____

25 of 29-35 Pages |

EXHIBIT II
HOURLY RATES

1. Senior Engineer <u>Principal Architect</u>	<u>\$120.00</u>	
2. Graduate Engineer <u>Project Architect</u>	<u>\$ 85.00</u>	
3. Technician <u>Draftsmen</u>	<u>\$ 65.00</u>	
4. Secretary/Clerical <u>Administrative</u>	<u>\$50.00</u>	
5. Expert Witness Testimony <u>Clerical</u>	<u>\$ 45.00</u>	
6. <u>Expert Witness Testimony</u>	<u>\$150.00</u>	

| Contract No. _____

26 of 29-35 Pages

EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ~~Engineer~~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 ~~Engineer~~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 ~~Engineer~~Architect's services as either basic or additional services, the decision of the ~~County Judge~~ shall be final and binding.

Contract No. _____

27 of 29-35 Pages |

EXHIBIT IV**PRODUCTION SCHEDULE**

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. ~~Engineer~~*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 ~~Engineer~~*Architect* shall not be included within the days allowed for completion.

Contract No. _____

28 of 29-35 Pages

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**Procedures for EngineerArchitect 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, EngineerArchitect 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 EngineerArchitect 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 EngineerArchitect for approved services actually performed under this Agreement, less previous payments.
4. Failure by EngineerArchitect to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by EngineerArchitect of any and all rights or claims to collect the fee that EngineerArchitect may rightfully be entitled to for services performed under this Agreement.

Procedures for EngineerArchitect 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, EngineerArchitect 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 shall be prepared for possible delivery to County, but shall be retained by EngineerArchitect unless requested by County.
2. During the period of suspension, EngineerArchitect may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

Contract No. _____

29 of 29-35 Pages |

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

1. In the event that EngineerArchitect exercises such right to terminate, within thirty (30) days after receipt by **County** of EngineerArchitect's Notice of Termination, EngineerArchitect 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 EngineerArchitect for approved services actually performed under this Agreement, less previous payments.
 3. Failure by EngineerArchitect to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by EngineerArchitect of any and all rights or claims to collect the fee that EngineerArchitect may rightfully be entitled to for services performed under this Agreement.
-

Contract No. _____

30 of 29-35 Pages

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **EngineerArchitect** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **EngineerArchitect** 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. **EngineerArchitect** 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. **EngineerArchitect** will, in all solicitations or advertisements for employees placed by or on behalf of **EngineerArchitect**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. **EngineerArchitect** 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 **EngineerArchitect's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. **EngineerArchitect** 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. **EngineerArchitect** 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 **EngineerArchitect'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 **EngineerArchitect** 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. **EngineerArchitect** 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
-

Contract No. _____

31 of 29-35 Pages |

24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. ~~Engineer~~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 ~~Engineer~~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, ~~Engineer~~Architect may request *County* and United States to enter into such litigation to protect the interest of the United States.

Contract No. _____

32 of 29-35 Pages

EXHIBIT VIIINSURANCE REQUIREMENTS

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

- 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. EngineerArchitect 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 \$250,000.00_____ per claim; \$500,000.00 per year total claims.
- E. In the event EngineerArchitect is self-insured in connection with any or all of the above-required insurance policies, EngineerArchitect 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.
EngineerArchitect 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*. EngineerArchitect 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 EngineerArchitect 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. EngineerArchitect shall furnish *County* with a certification of coverage issued by the insurer. EngineerArchitect 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.

Contract No. _____

33 of ~~29~~ 35 Pages |

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the ~~Engineer~~ 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 ~~ENGINEER~~ ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ~~ENGINEERING~~ 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.

A multi-purpose community facility for Eastern Williamson County located on 135 acres on FM 397 in Taylor, Texas. The scope of the Architect's services are as follows:

1. Programming of input provided by multiple user groups.
2. Master Site Planning of Program requirements.
3. Provide construction documents, bid documents, and Construction Administration services for the project. It is anticipated that two separate buildings with adjacent parking will be built on the subject property.

Production Schedule:

<u>ITEM</u>	<u>DURATION</u>
<u>1. Programming</u>	<u>6 weeks</u>
<u>2. Master Plan</u>	<u>6 weeks</u>
<u>3. Schematic Design</u>	<u>8 weeks</u>
<u>4. Design Development</u>	<u>10 weeks</u>
<u>5. Construction Documents</u>	<u>16 weeks</u>
<u>6. Bidding</u>	<u>6 weeks</u>
<u>7. Agency Review</u>	<u>6 weeks</u>
<u>8. Construction Administration</u>	<u>*48 weeks</u>
<u>9. Project Close-out</u>	<u>1 week</u>
<u>TOTAL</u>	<u>107 weeks</u>

* Estimated – to be determined by Contractor.

The above referenced time frames through agency review phase are predicated upon timely response, input, reviews, etc. by the County. Should there be any special County review processes, they must be made known to the Architect upon execution of this agreement.

Exhibit n

PROPOSED FEE PRORATION
Based upon 7% of \$3.5 million = \$245,000.00

<u>INITIAL PAYMENT</u>	<u>2%</u>	<u>\$ 4,900.00</u>
<u>PROGRAMMING (BALANCE)</u>	<u>5%</u>	<u>\$12,600.00</u>
<u>MASTER PLAN</u>	<u>7%</u>	<u>\$17,500.00</u>
<u>SCHEMATIC DESIGN</u>	<u>17%</u>	<u>\$42,000.00</u>
<u>DESIGN DEVELOPMENT</u>	<u>17%</u>	<u>\$42,000.00</u>
<u>CONSTRUCTION DOCUMENTS</u>	<u>30%</u>	<u>\$73,500.00</u>
<u>AGENCY REVIEW/BIDDING</u>	<u>3%</u>	<u>\$ 7,350.00</u>
<u>CONSTRUCTION ADMINISTRATION</u>	<u>17%</u>	<u>\$40,250.00</u>
<u>CONTRACT CLOSE-OUT</u>	<u>2%</u>	<u>\$ 4,900.00</u>
<u>TOTAL</u>	<u>100%</u>	<u>\$245,000.00</u>

AGENDA ITEM 39

Consider the firm of Ray Gill for architectural services for Schwertner Community Center project.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the firm of Ray Gill for architectural services for Schwertner Community Center project, subject to approval of the contract by County Attorney Gene Taylor.

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

< Attachment >



R. GILL

P.O. Box 217 Round Rock, Texas 78680-0217 • rgill@raygilljr.com • Ph 512-255-7852 Fax 512-255-5445

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Williamson County Commissioners Court
710 Main St. Suite 201
Georgetown, TX. 78626

Date: June 20, 2001

Project No.: 2276

Project Name/Location: Community Center at the Southeast corner of the intersection of FM 487 and FM 1105 in Schwertner, TX.

Scope/Intent and Extent of Service: The project is to be 4,000 sq.ft. or less of heated and cooled space. Consisting of toilets large meeting room with another smaller meeting room and kitchen area. Services provided consist of architectural plans and specifications for a the structure and site plan along with the foundation design and coordination of design build services provided by the subcontractors for the Mechanical, Electrical, Plumbing, and septic system. All testing and civil engineering, if needed, will be the responsibility of the County. All printing and miscellaneous expenses will be the paid by the County.

Fee Arrangement: Lump sum fee of \$25,000.00

Retainer Amount: Zero \$0.00.

Special Conditions: Site visits will be invoiced at \$250.00 each during the construction period. It is assumed that a minimum of four visits and maximum of six visits will be made.

Prepared By:
Ray Gill, Jr.
(printed name/title)

The terms and conditions and the initials required on the reverse of this form are a part of this Agreement.

Offered By:

(signature) 6/20/01
(date)
Ray Gill, Jr. / Architect
(printed name/title)
R. Gill & Associates
(name of Design Professional firm)

Accepted By:

(signature) (date)

(printed name/title)

(name of Client)

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee:

Lump Sum of twenty-five thousand dollars (\$25,000.00)

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any causes or causes, shall not exceed ten times our fee or \$25,000.00, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: (Firm) _____ (Client)

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The County may request an electronic file for reference purposes only.

Dispute Resolution:

Any claim or dispute between the Client and the Firm shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the Firm.

* * * * *

AGENDA ITEM 40

Consider approving proposal from Diamond Surveying for additional surveying services for Parmer Lane Extension Project.

Mike Weaver of Prime Strategies discussed the proposal and answered questions.

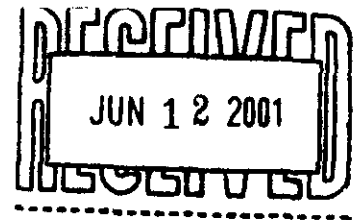
Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve proposal from Diamond Surveying for additional surveying services for Parmer Lane Extension Project (from FM 1431 to SH 29).

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

< Attachment >



Shane Shafer, R.P.L.S.
1915 S. Austin Ave., Suite 111
Georgetown, TX 78626

Office Phone 931-3100 Fax: 930-5391

PROPOSAL NO. 2000-7A
June 12, 2001

Williamson County
C/o Michael Weaver, Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, Texas 78704

Re: Proposal for additional surveying services for Parmer Lane Extension Project.
Original Proposal No. 2000-7, dated March 29, 2000.

Dear Mr. Weaver:

We are pleased to submit our proposal for additional services as listed below:

Scope of Services

Phase 1, services related to the new proposed alignment south of SH 29:

1. Stake centerline of new alignment for environmental study.
2. Perform field and office work necessary to place new horizontal and vertical control points along new route.
3. Perform field and office work necessary to provide topographic drawing, 300 feet wide, along new alignment.
4. Perform field and office work necessary to locate additional property boundary lines affected by the new alignment.

Phase 2, services related to right-of-entry permission letters:

1. Update list of property owners and ownership map along proposed route, from RM 1431 to SH 29.
2. Provide updated status report of right-of-entry to HNTB and Charlie Crossfield.
3. Prepare and mail new right-of-entry letters as directed.
4. Perform daily updates of status of returned right-of-entry letters and forward this information to Charlie Crossfield.

Phase 3, additional topographic surveying

1. Perform field and office work necessary to provide topographic drawing of the new road which has been built on the north intersection of RM 1431 and existing Parmer Lane.
2. Contact the appropriate utility one-call system and request that all utilities on the north intersection of RM 1431 and existing Parmer Lane be marked.
3. Perform field and office work necessary to provide utility map showing the location of all marked utilities.
4. Perform field and office work necessary to provide topographic and boundary information of those tracts of land for which entry was previously denied but may become accessible to surveying after legal action has been taken by Williamson County.
5. Obtain additional topographic data or site specific survey data as requested by Client, the need for which may be determined by Engineer after initial analysis of existing contours, surface features and other critical factors.

Phase 4, metes and bounds legal descriptions for right-of-way parcels to be acquired:

1. Obtain final right-of-way alignment determined by Client and relate to existing front boundary lines of affected parcels.
2. Obtain additional survey field data as necessary to determine correct positioning of side boundary lines, to include the recovery of rear boundary corners.
3. Obtain title reports for affected parcels in order to show any existing easements or legal matters that may affect the right-of-way parcels to be acquired.
4. Perform field and office work necessary to set appropriate survey monumentation for each parcel.
5. Prepare and furnish plats with metes and bounds descriptions on 8 1/2" X 14" sheets of each parcel necessary for right-of-way acquisition.
6. Prepare and furnish a right-of-way strip map for use by the Client.

Basis of Compensation

We propose to provide the above listed services on an hourly basis in accordance with the attached rate schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new rate schedule will be presented to the Client for approval before becoming effective.

The estimated total amounts are listed below by phase designation:

Phase 1	\$15,200.00
Phase 2	\$8,250.00

Phase 3	\$22,875.00
Phase 4	\$95,000.00

Total services listed by this proposal are estimated not to exceed a total of \$141,325.00.

This total hourly amount is based upon personnel and equipment time required to perform the described Scope of Services. Phase 4 estimates are based on acquiring approximately 95 new right-of-way parcels @ \$1000.00 per parcel. Additional time requirements resulting from project scope changes or plan revisions beyond our control will be considered reasonable cause for us to seek additional compensation.

If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files. Thank you for the opportunity to be of service to Williamson County.

Sincerely,



SHANE SHAFER, R.P.L.S

PROFESSIONAL SERVICES AGREEMENT

Williamson County, as CLIENT, engages Diamond Surveying, Inc. as SURVEYOR to perform professional services for the assignment described as follows:

See attached proposal No. 2000-7A dated June 12, 2001. Additional surveying services for Parmer Lane Extension Project. (Original Proposal No. 2000-7, dated March 29, 2000.)

I. SERVICES: SURVEYOR agrees to perform in conformance with the following description, definition, terms and conditions. See attached proposal No. 2000-7A dated June 12, 2001.

II. COMPENSATION: SURVEYOR'S compensation for professional services will be on an hourly basis in accordance with the attached Standard Rate Schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new Rate Schedule will be presented to the Client for approval before becoming effective.

Total for this agreement: \$141,325.00

III. PAYMENTS: SURVEYOR will be paid in full for total amount earned under this Agreement. CLIENT agrees to pay SURVEYOR as follows and will be paid in cash or check, at the option of the CLIENT. SURVEYOR shall submit invoices on a weekly basis, each Monday morning, for work that has been completed during the prior week. CLIENT agrees to promptly pay SURVEYOR upon receipt of each invoice. All amounts shall be paid in full with no deductions of any kind.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. LIABILITY LIMITATION: SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed \$50,000.

VI. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent surveyors and consultants retained for the project and to require all independent surveyors and consultants also to include a similar mediation provision in all agreements with subsurveyors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On Termination, by either CLIENT

or SURVEYOR, CLIENT shall pay SURVEYOR the full amount specified in paragraph II, with respect to any Surveying Services performed to date of termination (including all Reimbursable Expenses incurred).

- VIII. **SUCCESSORS AND ASSIGNS:** CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.
- IX. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:
Attached letter proposal No. 2000-7A dated June 12, 2001, forms a part of this agreement.
- X. **INVALIDATION:** If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.
- XI. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

Williamson County.

Diamond Surveying, Inc.

By: John C. Deafler

By: Shan Shuf

Date: 6-26-01

Date: 6/12/01



Diamond Surveying, Inc.

STANDARD RATE SCHEDULE

Effective January 1, 2001, the following rates apply to work performed on an hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$85.00 per hour
R.P.L.S. as expert witness.....	\$125.00 per hour
Project Surveyor.....	\$65.00 per hour
GPS Processor.....	\$65.00 per hour
Survey Technician.....	\$60.00 per hour
Secretary.....	\$45.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
2-Man Field Party.....	\$95.00 per hour
3-Man Field Party.....	\$115.00 per hour
4-Man Field Party.....	\$135.00 per hour
GPS Field Unit with Operator	\$100.00 per hour
GPS Field Unit without Operator	\$50.00 per hour

DIRECT EXPENSES

Subsistence for Out-of-Town Work..... \$100.00 per day/per person

Notes:

1. Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.
2. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged at the above-shown appropriate rates.

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:27 A.M. ON TUESDAY, JUNE 26, 2001.

AGENDA ITEM 41

Discuss pending litigation: Martin Di Carlo v. Williamson County (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code 551.071 consultation with attorney)

No action was taken in Executive Session.

AGENDA ITEM 42

Discuss road bond program (EXECUTIVE SESSION REQUESTED as per VTCA Gove Code 551.071 consultation with attorney)

No action was taken in Executive Session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:45 A.M. ON TUESDAY, JUNE 26, 2001.

AGENDA ITEM 43

Discuss and take any appropriate action on pending litigation: Martin Di Carlo v. Williamson Co.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To hire Minton, Burns, Foster & Collins to defend Nelda Baker in the Di Carlo case.

Vote: **5 - 0**

< Attachment >

Minton, Burton, Foster & Collins

Attorneys at Law, P.C., 1100 Guadalupe, Austin, Texas 78701, (512) 476-4873, FAX: 479-8315

June 22, 2001

Honorable John C. Doefler
County Judge
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

Re: Legal Representation agreement in *Martin DiCarlo vs. Ed Richards, et al*; In the
United States District Court for the Western District of Texas; Cause No. A-01-CV-
299-SS

Dear Judge Doefler:

This letter will confirm the engagement of Minton, Burton, Foster and Collins, P.C. ("the Firm") to represent Nelda Baker in the above referenced litigation.

Michael Burnett and I will be the primary attorneys representing Ms. Baker in this case. We will bill Williamson County each month for our time on an hourly basis at the following rates: Martha S. Dickie \$165.00 per hour; Michael Burnett \$135.00 per hour; Janice Teas (legal assistant) \$50.00 per hour and law clerks \$40.00 per hour. If our rates increase, we will let you know in advance of the effective date. In addition, we will bill Williamson County for any expenses reasonably and necessarily incurred in connection with the legal representation of Ms. Baker in this case.

If the above meets with your approval, please date and sign this letter where indicated below on behalf of Williamson County and forward a copy of the signed letter to me.

I will look forward to working on this matter. Please feel free to contact me if you have any questions.

Sincerely,



Martha S. Dickie

MSD/jt

ACCEPTED AND AGREED on this the 26th day of June, 2001.

6-26-01
Date

John C. Dwyer

AGENDA ITEM 44

Discuss and take any appropriate action on road bond program.

Mike Weaver of Prime Strategies addressed the court regarding proposals for construction inspection services.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize Mike Weaver to pre-qualify firms for construction inspection services for major road bond programs.

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

AGENDA ITEM 45

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

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve jail/courthouse expansion contract, with non-binding mediation included as method of dispute resolution.

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

*****Commissioner Boatright amended his motion and Judge Doerfler amended his second as follows:***

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Amended Motion: To approve jail/courthouse expansion contract, with non-binding mediation included as method of dispute resolution, **contingent on final review and approval by County Attorney Gene Taylor.**

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

AGENDA ITEM 46

Comments from commissioners.

Commissioner Hays stated that the issue of park and cave maintenance should be included in the upcoming budget.

COMMISSIONERS' COURT ADJOURNED AT 12:45 P.M. ON TUESDAY, JUNE 26, 2001.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 166, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 3rd day of July, 2001.



John C. Doerfler, County Judge

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

By: 

Deputy Clerk