

AGENDA ITEM 40

Discuss and take any appropriate action regarding issuance of certificates of obligation.

No action was taken on this item, which will be added to the September 11, 2001 meeting.

AGENDA ITEM 41

Consider approving Creekside Park Plan.

Lisa Birkman of the Brushy Creek MUD Board addressed the court concerning the Creekside Park Plan.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the Creekside Park Plan.

Vote: **5 – 0**

< Attachment >



Preliminary Park Summary for Creekside Park (Brushy Creek M.U.D.)

approved 9-4-01 - Site plan only
John C. Dwyer

Program for Preliminary Site Plan:

I. Parking:

- 78 standard spaces (45 spaces within County R.O.W.)
- 4 handicap spaces

II. Restrooms: (Brushy Creek M.U.D.)

III. Playground: (Brushy Creek M.U.D.)

IV. Trail:

- Approx. 1,200 lf. x 10' wide concrete trail.
- Approx. 380 lf. x 10' wide boardwalk trail.

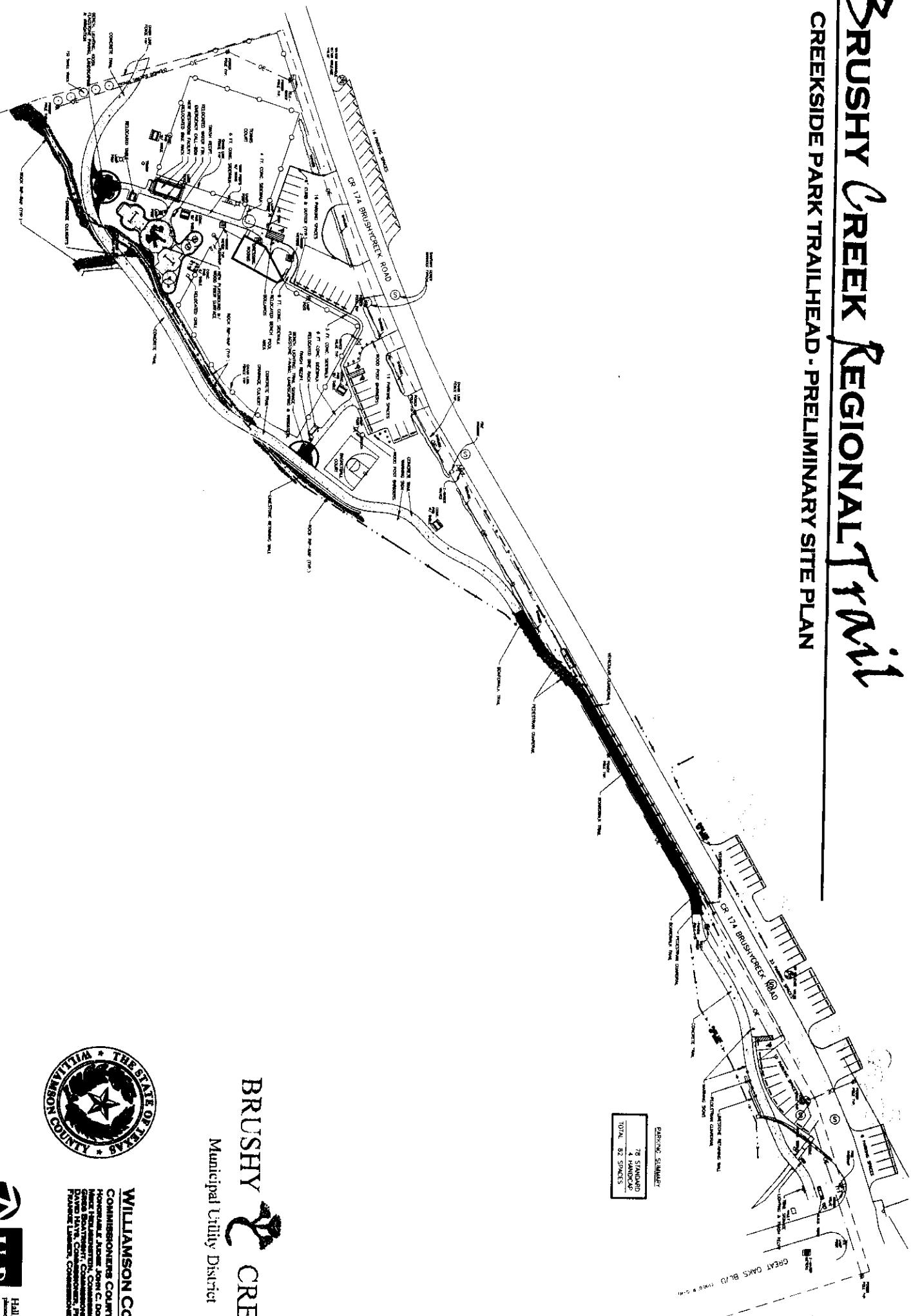
V. Trailhead Amenities:

- Approx. 550 lf. concrete sidewalk
- Three new benches
- Trail kiosk and signage.
- Three light standards
- Decorative paving, landscaping and irrigation at trail & sidewalk intersections.
- One relocated picnic table.
- Two relocated bike racks.
- Relocated water fountain.
- Approx. 180 lf. of limestone retaining wall.
- Rock rip-rap and drainage improvements.



BRUSHY CREEK REGIONAL TRAIL

CREEKSIDE PARK TRAILHEAD - PRELIMINARY SITE PLAN



PARKING SUMMARY	
78 STANDARD	
4 HANDICAP	
TOTAL	82 SPACES



BRUSHY CREEK
Municipal Utility District

WILLIAMSON COUNTY

COMMISSIONERS: C. COOK
HONORABLE JUDGE JOHN C. DONNELLY
MARTIN HELLERSTEIN, COMMISSIONER, FINANCING
GEOFF BOUTWRIGHT, COMMISSIONER, PRINCIPAL
DAVID HAYS, COMMISSIONER, PROJECT 3
FRANK LINDER, COMMISSIONER, PROJECT 1

SEPTEMBER 4, 2001

Note: This plan is for planning purposes only and is subject to change. This plan is not to be used for projecting and/or construction purposes.

SCALE: 1" = 100'



NORTH

H.P.

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AGENDA ITEM 42

Consider amending Baker Aicklen original Professional Services Agreement and authorize Work Authorization No. 2 to provide final design engineering for Co. Rd. 175.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To amend the Baker Aicklen original Professional Services Agreement and to approve Work Authorization No. 2 in the amount of \$214,000.00 to provide final design engineering for CR 175.

Vote: 5 – 0

< Attachment >

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Baker-Aicklen & Assoc., Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct new roadways or reconstruct existing roadways as part of the Williamson County Roadway Bond Program;

WHEREAS, *County* desires to obtain professional services for individual roadway improvements (*the "Project"*);

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

**Section I
Employment of the Engineer**

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

**Section II
Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* 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.