

AGENDA ITEM 14

Consider setting bid date for East Williamson County Event Center, Phase 1.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the setting the date of May 22, 2003, at 2:00 p.m. at offices of FT Woods to receive bids for the East Williamson County Event Center.

Vote: **4 - 0**

AGENDA ITEM 15

Discuss and take appropriate action on notifying our State Representative and State Senator that we are in opposition to SB 1017 and HB1898.

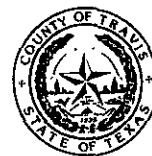
Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve notifying our State Representative and State Senator that we are in opposition to SB 1017 and HB 1898.

Vote: **4 - 0**

< Attachment >



SAMUEL T. BISCOE

COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555

April 10, 2003

TO: County Judges
State of Texas

FROM: Samuel T. Biscoe
Travis County Judge

RE: Legislative Intention to Waive Governmental Immunity

Dear Judge:

Enclosed is a copy of comments I have sent the sponsors of two bills designed to waive the limited immunity from suit for claims under contract that counties have enjoyed for almost 200 years. I believe this is a **BAD** thing. If you agree, please have your court adopt a resolution in opposition and send it to all members of your legislative delegation and the sponsors of these bills. If you prefer, a letter will serve the same purpose. Time is of the essence, as these bills are moving fast.

Sincerely,

A handwritten signature in cursive script that reads "Samuel T. Biscoe".

Samuel T. Biscoe
Travis County Judge

cc: Travis County Commissioners Court

**SAMUEL T. BISCOE**

COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555

April 10, 2003

TO: Honorable Jeff Wentworth, Senator
Honorable Joe Nixon, Representative, District 133
Chair, Civil Practices

FROM: Samuel T. Biscoe *STB*
Travis County Judge

REGARDING: SB 1017 and HB 1898
Waver of Governmental Immunity From Suit for Claims Under
Contract for Texas Counties

On Tuesday, April 8, 2003, the Travis County Commissioners Court voted unanimously to oppose SB 1017 and HB 898. This memo is to (1) give the reasons for this opposition; and (2) request that I be given an opportunity to appear before you before the next formal action on these bills.

Pelzel v. Travis County. I have been advised that the Plaintiff in this case seeks legislative relief from an adverse judgment by the Texas Supreme Court, Travis County v. Pelzel, SW3d (246 Tch 2002). This plaintiff has had more than "her day in court" and has received all of the relief to which she is entitled. Here are the facts:

1. contract amount: \$414,164.80
2. amount paid her under the contract \$408.664 (\$5,500 withheld - based on liquidated damages of \$250 per day).
3. amount in disagreement \$5,500
4. reason for disagreement - liquidated damages for exceeding schedule: 21 days beyond contractual substantial completion date
5. there were numerous efforts to resolve differences prior to litigation, including the following:
 - a. discussion of case with various members of the court individually and other professional staff, including the architect
 - b. negotiations with subcommittee of the court appointed to work with Plaintiffs, Judge Biscoe and Commissioner Gomez

- c. mediation before a third party mediator, Judge Biscoe and county attorney
- d. offer by county to settle: split down the middle \$6,000 (by that time the claim had grown to \$12,000)
- e. amount plaintiff sued for: over \$136,000
- f. county spent at least \$55,000 defending this case.

Flour Daniel v. Travis County This case was argued before the U.S. Fifth Circuit Court of Appeals on Monday, April 7, 2003. If the Court follows Pelzel, governmental immunity should apply.

Here are the relevant facts:

1. Contract amount - \$4.1 million
2. Travis County paid contractor \$5.3 million before litigation
3. Contractor wanted approximately 2.8 million more, or \$8.1 total.
4. Disagreement: contractor went more than three years over schedule and spent \$20 to \$25 million over budget
5. County spent well over \$1 million (excluding attorneys' fees) defending this case.

Reasons

Governmental immunity is imbedded in Texas Common Law and can be traced back as early as the 1800s, almost two centuries ago. Although Travis County enters into hundreds of contracts annually for numerous projects -- transportation, building improvements and construction, purchasing and for numerous other goods and services, we invoke governmental immunity only occasionally. Frankly, government immunity is saved for cases like these two. These two cases reveal contractors that utilized creative maneuvers and trickery to claim entitlement to compensation far in excess of the contract price, and then were absolutely unwilling to settle short of their demands. In the vast majority of cases, Travis County sits with the claimants and irons out differences. Additionally, mediation is readily available and resolves an overwhelming majority of cases.

Without this immunity, more contractors will file lawsuits to resolve contract disputes, which typically cost substantial dollars in court costs, expert and other fees, legal counsel, etc., even if you prevail. For example, Travis County spent in excess of \$55,000 in Pelzel, a \$5,500 dispute, and more than \$1 million to defend in Flour Daniel. Governmental immunity's purpose is to protect the tax paying public from the types of cases that are discussed above.

Remember: contractors have the right not to bid on contracts with the county. No one forces them into these contracts. If governmental immunity from suit is waived, counties should not be required to award construction contracts to the low bidder by the

County Purchasing Act. Greater flexibility would enable counties to avoid contractors known to be contentious, litigious and unreasonable.

Finally, urban counties can usually pay these outrageous demands. But what about smaller counties with smaller budgets and more limited resources? These bills do much more than ensure justice for a handful of greedy contractors. They open doors to outrageous demands that historically have been tempered by a governmental immunity that promoted dispute resolution instead of litigation.

AGENDA ITEM 16

Consider and take appropriate action on the amended Interlocal Agreement and Resolution for the CUC Integrated Justice Information System (IJIS) Project.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve participation in the amended Interlocal Agreement and Resolution for the CUC Integrated Justice Information System (IJIS) Project.

Vote: **4 - 0**

< Attachment >

STATE OF TEXAS	§ § §	INTERLOCAL AGREEMENT FOR COORDINATED INTEGRATED JUSTICE SYSTEM
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WHEREAS, the County of Bexar, the County of Collin, the County of Dallas, the County of Galveston, the County of Harris, the County of Tarrant, and the County of Travis (collectively "the Counties" or individually, a "County") desire to join together to explore the desirability and feasibility of jointly procuring an integrated justice system; and

WHEREAS, the Texas Conference of Urban Counties, Inc., ("the CUC") is a nonprofit corporation created and operated to provide governmental functions and services on behalf of its members; and

WHEREAS, the Counties desire to contract with the CUC to procure a requirements definition; data dictionary, and an XML tagging system for an integrated justice system, and to provide administrative and other services necessary to accomplish the Scope of Work; and

WHEREAS, the CUC desires to procure those items on behalf of the Counties; and

WHEREAS, the Commissioners Court finds that the services to be performed by the CUC and the services contracted by CUC with the project manager and the vendors constitute professional services under Section 262.024, Local Government Code; and

WHEREAS, Each of the Counties finds that its payments for services performed pursuant to this agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and

WHEREAS, the Counties and the CUC each find that the amount paid for the services performed under this agreement fairly compensates the performing party.

NOW, THEREFORE, THIS AGREEMENT (the "Agreement") is hereby made and entered into individually by the Texas Counties of Bexar, Collin, Dallas, Galveston, Harris, Tarrant and Travis and the Texas Conference of Urban Counties, Inc., upon and for the mutual consideration stated herein:

I. SCOPE OF WORK

This Agreement is entered into individually by the Counties and the CUC for the purpose of jointly procuring a requirements definition, data dictionary and an XML tagging system for an integrated justice system (the "Project"). The scope of the Project is further set forth in the Phase II Proposal by the Integrated Justice Information System ("IJIS") Steering Committee for the Development of a Texas Common Integrated Justice System, Exhibit B.

The actual joint procurement of any information technology system is not contemplated by this Agreement, and may be the subject of a separate agreement between the Parties. Rather, it is anticipated that this Agreement and the tasks performed pursuant to this Agreement will produce a global requirements definition, data dictionary and an XML tagging system that can be used as the basis of an integrated justice system that can be implemented in any of the participating counties.

II. ROLE OF THE CUC

- A. The CUC will provide administrative and other services necessary for the Project, conduct procurement functions, and enter into contracts with (1) a Project Manager (the "Manager"); and (2) one or more vendors to develop the requirements definition, data dictionary and XML tagging system. The CUC will utilize a competitive process in selecting such vendors.
- B. For services performed, the CUC shall be paid the sum of \$3500 per month through completion of the Scope of Work. Payments shall be made monthly, with approval of the Board, from the funds received from the Counties under Section V.
- C. The CUC shall keep all funds received from the Counties in a separate bank account with interest accruing to the benefit of the Counties. The CUC shall ensure that the funds are secured against loss, either through excess deposit insurance, compliance with the provisions of Chapter 116, Local Government Code, or the establishment of multiple accounts, each fully insured by the Federal Deposit Insurance Corporation. All expenditures are subject to approval of the Board of the Integrated Justice Project (the "Board") as it may determine appropriate. The CUC shall keep detailed financial records in accordance with generally accepted accounting practices of all transactions related to this Project. All such financial records shall be available for inspection by any County at any time.

- D. The CUC shall comply with timelines established by the Board. In the event the CUC causes a delay or other event that directly results in additional charges being assessed by persons or entities performing services pursuant to this Agreement (other than the CUC), then the CUC shall bear the additional expense, as determined by the Board.
- E. In the event the Project is terminated prior to completion, or in the event funds remain after completion of the Project, the CUC shall return unexpended funds to the Counties in proportion to the amount contributed by each county.

III. OVERSIGHT

- A. The Project and the activities of the CUC shall be directed by the Board. The Board shall be composed of one representative from each of the Counties, as chosen by each County's commissioners court or as otherwise determined by each commissioners court. A County may change its representative at any time. Four members of the Board shall constitute a quorum, regardless of their respective voting strengths. Board members serve without compensation. The Board shall have final decision-making authority in regard to accomplishing the purposes of this Agreement, but may not bind their respective Counties to obligations not set forth in this Agreement. The Board shall approve the selection of vendors, expenditures, and approve and oversee the Project Manager.
- B. Voting strength of each representative shall be equal to the respective percentage of the financial contribution of the County to all County contributions, as set forth in Exhibit A. As additional counties join in this Agreement, the voting strength of each representative will be adjusted in accordance with this formula, and Exhibit A will be amended accordingly without further action of the Parties.
- C. The Board shall elect from its members one representative to serve as Chairman of the Board. The Chairman shall preside over meetings of the Board.
- D. Each County's representative shall designate one or more individuals from the County to serve on a project technical committee. The Board, in its discretion, may also designate individuals to serve on this technical committee. The purpose of the technical committee is to review current and desirable information technology systems and to make recommendations to the Board.

IV. INTERNAL GOVERNANCE AND COMPLIANCE WITH TIMELINES

- A. Internal governance is the responsibility of each individual County. However, each county acknowledges that in order for the project to be successful the work product of this Agreement must be supported by those local county officials who are the end users of the information technology system to be designed. To allow for input by such officials, each county shall use its best efforts, in the sole discretion of the county, to

facilitate participation by its local officials and to allow for timely review and comment upon periodic status reports of the work performed pursuant to this Agreement.

- B. Each County shall coordinate timely meetings with persons and entities contracted to perform work pursuant to this Agreement, and shall provide such persons with reasonable accommodations and access to computing systems, systems users and others with relevant knowledge of current computing systems and justice-related processes and functions.

V. BUDGET AND FUNDING

- A. The initial budget for the scope of work is \$680,000.00. Each County's share of this obligation shall be equal to the respective percentage of population of the county to the total population of all the Counties, as set forth in Exhibit A. As additional counties join, the budget may be adjusted to reflect changes in costs, and the respective budget figures will be adjusted in accordance with this population formula and Exhibit A will be modified without further action of the Parties. In such case, each County's second installment payment may be adjusted accordingly, or if the second installment payment has been paid, then the County may receive a refund from the CUC. In no event will a County be obligated to pay more than the amounts set forth in the original Exhibit A without formal approval of the County's commissioners court.
- B. Each County shall provide its funding to the CUC in two installments, the first in an amount equal to 60% of the county's total obligation and the second in an amount equal to 40% of the county's total obligation. The total obligation of each County shall not exceed the total cost limits identified within Exhibit "A." The first payment is due from each county 15 days after execution of this Agreement. The second installment will be billed by the CUC in the County's next fiscal year. This obligation, to the extent that it applies to future budgets, is contingent upon funds actually budgeted by commissioners court.
- C. In the event one or more Counties withdraw from this Agreement, the remaining Counties desiring to proceed may amend this Agreement to include a new budget and funding formula, or this Agreement may be terminated and remaining funds, if any, will be distributed to the Counties in accordance with this Agreement.

VI. PARTICIPATION BY ADDITIONAL COUNTIES

Additional Counties may participate in this Agreement with approval of the Board. Such counties will be required to approve this Agreement and provide funds in accordance with Section V.

**VII.
REJECTION OF THIS AGREEMENT BY ONE OR MORE NAMED PARTIES**

This Agreement is not binding unless approved by the commissioners courts of all of the Counties.

**VIII.
WITHDRAWAL**

A County may withdraw from the Agreement at any time and for any reason with a thirty (30) day written notice provided to the Board. However, there will be no refund of amounts previously paid to fund this endeavor.

**IX.
OWNERSHIP OF WORK PRODUCT**

Each County shall be vested with an undivided ownership right in all work product resulting from this Agreement. However, if a County withdraws from this Agreement before the completion of the Project, that County shall have an ownership interest in only the work product in existence at the time of the County's withdrawal.

**X.
AMENDMENT**

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto.

**XI.
FISCAL FUNDING**

The obligations of the Counties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

**XII.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND**

This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

**XIII.
APPLICABLE LAW**

This Agreement shall be expressly subject to the participating parties' sovereign immunity and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**XIV.
SEVERABILITY**

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

**XV.
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof. Any prior agreements between regarding the subject matter are superceded upon approval of this Agreement.

COUNTY OF BEXARBy: _____
County Judge

Date: _____

*APPROVED AS TO FORM:*By: _____
Assistant District Attorney**COUNTY OF DALLAS**By: _____
County Judge

Date: _____

*APPROVED AS TO FORM:*By: _____
Assistant District Attorney**COUNTY OF HARRIS**By: _____
County Judge

Date: _____

*APPROVED AS TO FORM:*By: _____
Assistant County Attorney**COUNTY OF COLLIN**By: _____
County Judge

Date: _____

*APPROVED AS TO FORM:*By: _____
Assistant District Attorney**COUNTY OF GALVESTON**By: _____
County Judge

Date: _____

*APPROVED AS TO FORM:*By: _____
Assistant County Attorney**COUNTY OF TARRANT**By: _____
County Judge

Date: _____

*APPROVED AS TO FORM:*By: _____
Assistant District Attorney

COUNTY OF TRAVIS

TEXAS CONFERENCE OF URBAN
COUNTIES

By: _____
County Judge

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

County of Williamson
John C. Daerfler
4-22-03

WHEREAS, the County previously approved an Interlocal Agreement with the Texas Conference of Urban Counties and other Texas counties to procure a requirements definition; data dictionary, and an XML tagging system for an integrated justice system; and

WHEREAS, some of the counties desired to make amendments to the Interlocal Agreement, which necessitate the approval of the Interlocal Agreement in its final form; and

WHEREAS, the Interlocal Agreement requires each county to name a representative to serve on the oversight Board for the project.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Commissioners Court approves the attached amended Interlocal Agreement for Coordinated Justice System; and

IT IS FURTHER RESOLVED that the Commissioners Court hereby appoints day Schade to serve on the Integrated Justice System Oversight Board as created under the Agreement.

AGENDA ITEM 17

Discuss and take appropriate action on resolution of Williamson County requesting that the Texas Department of Transportation release maintenance and jurisdiction of RM 2243 to Williamson County.

Shannon Mattingly, City Manager for the City of Leander, addressed the court regarding their request for TxDOT to release maintenance and jurisdiction of RM 2243 to Williamson County. She stated that once Williamson County has accepted maintenance and jurisdiction of the 1 mile portion of RM 2243 from TxDOT, then the County can enter into an agreement with the City of Leander for final transfer of all future maintenance and jurisdiction to the City of Leander.

Jody Giddens, a resident from Leander, expressed his concern regarding maintenance of the road.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve a resolution that the Texas Department of Transportation release maintenance and jurisdiction of RM 2243 to Williamson County.

Vote: **4 - 0**

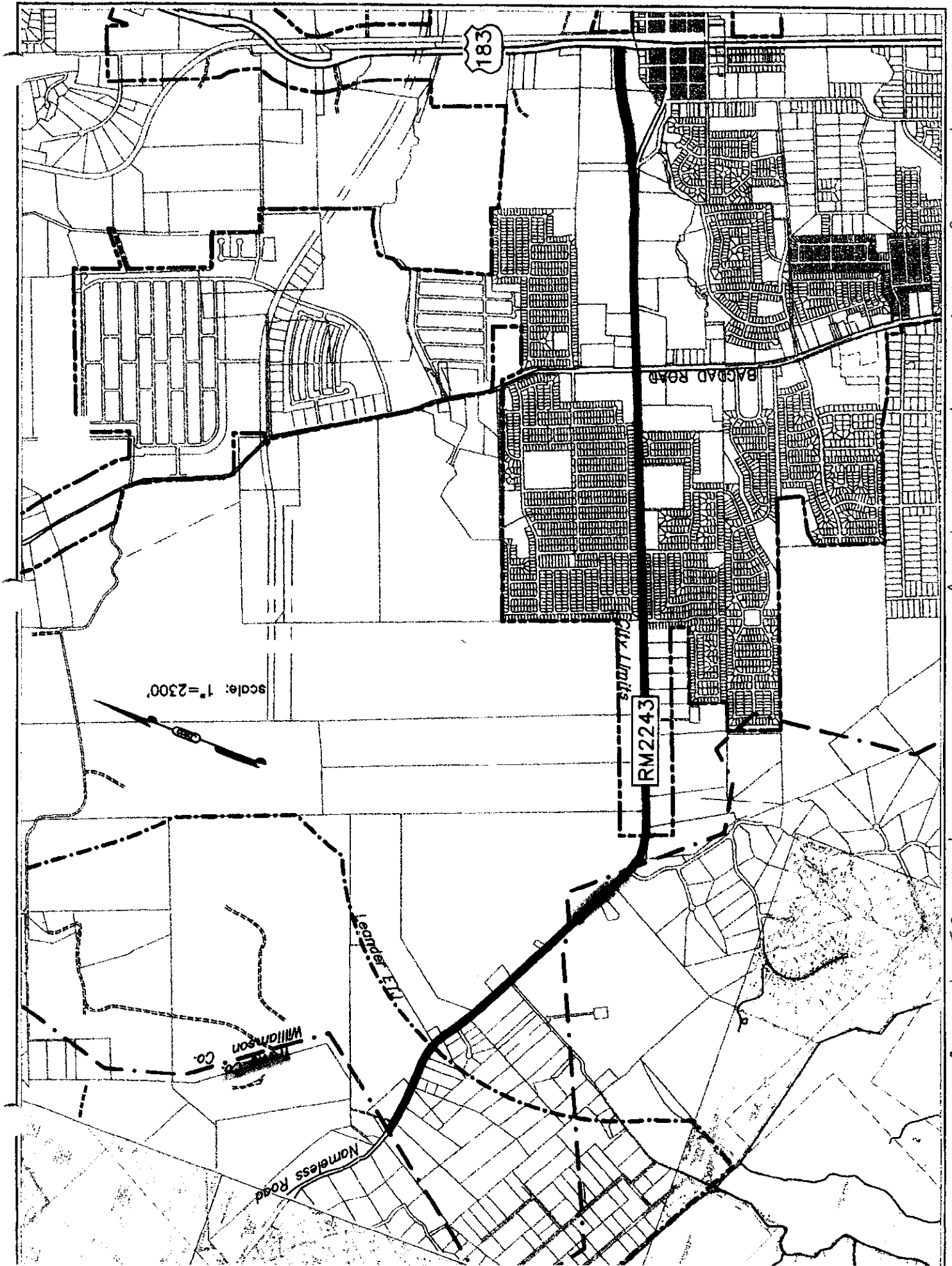
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**Request for Resolution with the Texas Department of Transportation and the
City of Leander for Maintenance and Jurisdiction over RM 2243**

Williamson County Commissioners Court Agenda – April 22, 2003

General Project Information

1. Map of RM 2243
2. Summary and Request Letter from the City of Leander
3. Draft Resolution Accepting Jurisdiction and Maintenance from TxDOT
4. Draft Resolution Releasing Jurisdiction and Maintenance to the City of Leander
5. Texas Transportation Commission Agenda – April 24, 2003



City of Leander segment
3 miles

Williamson County segment
1 mile

Travis County segment
0.3 miles

AGENDA ITEMS 16 and 17
April 22, 2003
Maintenance and Jurisdiction of RM 2243

- REQUEST:**
- 1) Consider a Resolution requesting that the Texas Department of Transportation (TxDOT) release maintenance and jurisdiction of RM 2243 to Williamson County;
 - 2) Consider a Resolution releasing maintenance and jurisdiction of RM 2243 to the City of Leander

HISTORY:

The City of Leander submitted a request to TxDOT for release of the portion of RM 2243 maintained by TxDOT extending west from Hwy. 183 to the third crossing of the Travis and Williamson County lines (approximately 4.1-miles).

The City of Leander recently entered into a development agreement with H.E.B. concerning the realignment of a portion of RM 2243 within the City's jurisdiction (approximately 3 miles). In order to allow for this maintenance agreement, TxDOT must first release the maintenance and jurisdiction to the City of Leander.

Approximately 1 mile of RM 2243 lies outside of the City of Leander's limits within Williamson County. As such, TxDOT requested that Williamson County first accept the maintenance and jurisdiction of the 1mile portion of RM 2243 directly from TxDOT, and then enter into an agreement with the City of Leander for final transfer of all future maintenance and jurisdiction to the City of Leander.

The City of Leander's request is scheduled on the April 24, 2003, Texas Transportation Commission. **The Texas Transportation Commission hearing is contingent upon the passage of the resolutions with TxDOT.**

ACTION:

- 1) Pass a Resolution requesting that the Texas Department of Transportation release maintenance and jurisdiction of RM 2243 to Williamson County; and
- 2) Pass a Resolution releasing maintenance and jurisdiction of RM 2243 to the City of Leander



City of Leander

200 W. WILLIS
POST OFFICE BOX 319
LEANDER, TEXAS 78646-0319
PHONE (512) 259-1176
FAX (512) 259-1605

April 15, 2003

Williamson County Commissioners Court
c/o Commissioner Greg Boatwright
County Commissioner, Precinct 2
350 Discovery Blvd., Suite 201
Cedar Park, Texas 78613

VIA FACSIMILE 260-4284

Re: Request for April 22, 2003, Agenda Scheduling – Resolution with the Texas Department of Transportation and the City of Leander for Maintenance and Jurisdiction over RM 2243;

The Honorable Commissioners of Williamson County:

This letter shall serve as the formal request by the City of Leander to be scheduled before the Williamson County Commissioner's Court on April 22, 2003. The purpose of the agenda scheduling pertains to the future maintenance and jurisdiction of an approximately 1-mile portion of RM 2243 within the boundaries of Williamson County.

HISTORY

The City of Leander submitted a request to the Texas Department of Transportation (TxDOT) for release of the portion of RM 2243 maintained by TxDOT extending west from Hwy. 183 to the third crossing of the Travis and Williamson County lines. The City of Leander recently entered into a development agreement with H.E.B. concerning the realignment of a portion of RM 2243 within the City's jurisdiction. In order to allow for this maintenance agreement, TxDOT must first release the maintenance and jurisdiction to the City of Leander. Although only a portion of the realignment of RM 2243 is within the limits of the City of Leander, TxDOT desires to release all maintenance and jurisdiction over the approximately 4.1-mile segment of RM 2243 from Hwy. 183 west to the Travis County line.

As portions of RM 2243 lie outside of the limits of the City of Leander's jurisdiction, TxDOT specified a need for maintenance agreements between both Travis and Williamson County. In addition, TxDOT requested that both Travis and Williamson County first accept the maintenance and jurisdiction of their respective portions of RM 2243 directly from TxDOT, and then enter into an agreement with the City of Leander for final transfer of all future maintenance and jurisdiction to the City of Leander. This

Page 2
Williamson County
April 15, 2003

proposal is currently scheduled before the Texas Transportation Commission agenda for April 24, 2003.

REQUEST

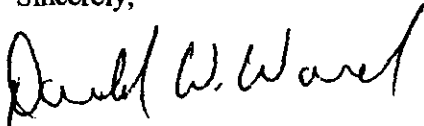
The request before the Williamson County Commissioners Court is two-fold:

- 1) A Resolution from Williamson County to the Texas Department of Transportation requesting the release of maintenance and jurisdiction of RM 2243 to Williamson County; and
- 2) A Resolution from Williamson County to the City of Leander requesting the release of maintenance and jurisdiction of RM 2243 to the City of Leander.

The City Council of Leander passed a similar Resolution on October 15, 2002, for the portion of RM 2243 within the current limits of the City of Leander. The Travis County Commissioners Court will review a similar request for the portion of RM 2243 within their jurisdiction.

Thank you for your time and attention to this request.

Sincerely,



Donald W. Ward, P.E.
Dir. of Public Works/City Engineer

cc: Wayne Dennis, TxDOT-Transportation Planning & Programming (via facsimile 486-5007)
Barney Knight, Barney Knight and Associates (via facsimile 323-5773)
Steven C. Metcalfe, Drenner Stuart Wolff Metcalfe von Kreisler, LLP (via facsimile 404-2244)
Shannon Mattingly, City of Leander, City Manager

04/22/2003

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125 East 11th Street
Austin, Texas 78701-2483

THURSDAY
April 24, 2003

9:00 A.M. CONVENE MEETING**1. DELEGATIONS:**

(Delegation requests will be considered and action taken as may be appropriate)

a. CAPITAL AREA REGIONAL TRANSPORTATION PLANNING ORGANIZATION (CARTPO)

Request funding to:

- (1) Widen US 290E 1.85 miles east of FM 141 east of Giddings to Fayette County line
- (2) Construct main lanes and frontage roads on SH 71 in Bastrop west of FM 20 to east of SH 304 and from the Colorado River to Loop 150 east
- (3) Widen US 290E east of Elgin from 1 mile east of FM 696 to Lee County line

b. ANZALDUAS INTERNATIONAL BRIDGE BOARD

Request:

- (1) Funding to extend Anzalduas Road by constructing a 1.8 mile connecting roadway in Mission from the General Services Administration complex north to merge with Bryan Road at 1.7 miles south of US 83, and construct grade separations at Rio Valley Railroad and FM 1016
- (2) The 3.5 mile extension be added to the state highway system

2. Approval of Minutes of the March 27, 2003, regular meeting of the Texas Transportation Commission**3. Aviation**Various Counties - **Various Sponsors** - Approve funding for airport improvement projects at various locations (MO)**4. Transportation Planning and Programming****a. Aransas County** - Authorize additional development authority for preliminary design activities on the SH 35 Copano Bay Causeway (MO)**b. Various Counties** - Authorize a Congressional High Priority Project and the use of state toll credits for local match on studies related to the Austin-San Antonio Intermunicipal Rail District (MO)**c. Various Counties** - Approve reappointment of a member to the Grand Parkway Association's Board of Directors (MO)

[Return to Organization Chart](#)
[Biographies](#)
[Texas Administrative Code](#)
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[Proposed Rules](#)
[Adopted Rules](#)
[Commission Meetings](#)
[Former Commission Members](#)
[Commission Meetings](#)
[Former Commission Members](#)

5. Turnpike Projects

- a. **Various Counties** - Consider the development of SH 99 (Grand Parkway) as a toll road and direct the department to develop an action plan (MO)
- b. **Williamson County** - Consider the final approval of a request for financing from the Central Texas Regional Mobility Authority to fund the study and development of the proposed US 183-A turnpike project (MO)

6. Finance

Accept the Quarterly Investment Report as of February 28, 2003 as required by the Public Funds Investment Act, Government Code, Chapter 2256 (MO)

7. State Infrastructure Bank

El Paso County - Town of Horizon City - Consider preliminary approval of an application from the Town of Horizon City to borrow \$254,920 from the State Infrastructure Bank to pay for participation in the design, engineering, and construction of Darrington Road and Horizon Boulevard in the Town of Horizon City (MO)

8. Internal Audit

Reaffirm the Texas Transportation Commission's commitment to the internal audit function and readopt audit policy reflecting statutory requirements (MO)

9. Contracts

- a. **Award or rejection of highway improvement contracts:**
(see attached itemized lists)

(1) **Maintenance** (MO)

(2) **Highway and Building Construction** (MO)

- b. **Contract Claim**

El Paso County - Project RMC 607086001 - Claim by MR3 Construction for additional compensation (MO)

- c. **Contract**

Various Counties - Approve award of a \$500,000 survey services contract to Halff Associates, Inc. to be performed in the counties of Erath, Hood, Jack, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise (MO)

10. Routine Minute Orders

- a. **Donations to the Department**

(1) **Tom Green County** - Consider accepting a cash donation from Home Depot, Inc. for adjusting the location of a ramp (MO)

(2) **Various Counties** - Consider accepting the donation of seal coat aggregate from Clark Construction Company (MO)

(3) **Webb County** - From 1.6 miles north of US 59 to the intersection of Inner Loop 20 and proposed Outer Loop - Consider the donation of three parcels of land for needed right of way (MO)

(4) **Williamson County** - Consider accepting a cash donation from the Round Rock Independent School District for construction of a dual left turn lane on FM 734 at the Round Rock Independent School District Stadium Complex (MO)


04/22/2003

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b. Eminent Domain Proceedings

- (1) **Various Counties** - noncontrolled and controlled access highways (see attached itemized lists) (MO)
- (2) **Travis County** - controlled access turnpike projects - (see attached list) (MO)

c. Highway Designations

- (1) **Austin County** - Designate a new Farm to Market Road, in the city of Sealy, from US 90 southward to FM 3013, a distance of approximately 3.5 miles (MO)
- (2) **Burnet County** - RM Spur 690 - Remove RM Spur 690 from the state highway system from the intersection with RM 690 to its terminus near Buchanan Dam, a distance of 0.277 mile (MO)
- (3) **Collin County** - FM 3485 - Remove the FM 3485 designation from the state highway system from FM 2551 in Lucas eastward to FM 1378, a distance of 1.7 miles (MO)
- (4) **Fannin County** - SH 34 and SH 50 - Remove the concurrent designation of SH 50 along SH 34 from SH 56 in Honey Grove southward to Ladonia; and extend the SH 34 designation along SH 56 and then along FM 100 to US 82 north of Honey Grove (MO)
- (5) **Polk County** - FM 356 - Remove a segment of FM 356 from the state highway system, near the north shore of Lake Livingston, a distance of 0.064 mile (MO)
- (6)  **Travis and Williamson Counties** - RM 2243 - Remove a segment of RM 2243 from the state highway system from US 183 in Leander, westward to its terminus at the Travis County line (MO)
- (7) **Williamson County** - SH 95 - Remove a segment of surplus right of way on SH 95 in Taylor at the southeast corner of East Lake Drive (MO)

d. Load Zones

Various Counties - Revise load restrictions on various roadways on the state highway system (MO)

e. Right of Way Disposition, Purchase and Lease

- (1) **Camp County** - FM 1520 at Walker's Creek north of Pittsburg - Consider the exchange of right of way (4 MOs)
- (2) **Eastland County** - Old FM 569 at I-20 west of Cisco - Consider the sale of a tract of surplus right of way (MO)
- (3) **Grayson County** - SH 91 at Frisco Road in Sherman - Consider the sale of a tract of surplus right of way (MO)
- (4) **Wise County** - US 81/287 at Ford Street in Decatur - Consider the exchange of surplus right of way for needed right of way (MO)

f. Speed Zones

Various Counties - Establish or alter regulatory and construction speed zones on various sections of highways in the state (MO)

04/22/2003

Page 149

11. Executive Session Pursuant to Government Code, Chapter 551

- a. **Section 551.071** - Consultation with and advice from legal counsel
- b. **Section 551.072** - Discussion of real property purchase, exchange, lease, donations
- c. **Section 551.074** - Discuss the evaluation, designation, reassignment, and duties of department personnel, including district engineers, division directors, and office directors

OPEN COMMENT PERIOD - At the conclusion of all other agenda items, the commission will allow an open comment period, not to exceed one hour, to receive public comment on any other matter that is under the jurisdiction of the commission. No action will be taken. Each speaker will be allowed a maximum of three minutes. Speakers must be signed up prior to the beginning of the open comment period.

ADJOURN

* * *

NOTE:

Enumerated agenda items are assigned numbers for ease of reference only, and will not necessarily be considered by the commission in that particular order. Items identified with (MO) for minute order are those upon which the commission is considering an action.

Persons with special needs or disabilities who plan to attend this meeting and require auxiliary aids or services are requested to contact Dee Hernandez at (512) 305-9536 at least three working days prior to the meeting so that appropriate arrangements can be made.

Texas Transportation Commission Meeting Attached Lists

RESOLUTION**A RESOLUTION OF WILLIAMSON COUNTY REQUESTING THAT THE TEXAS DEPARTMENT OF TRANSPORTATION RELEASE MAINTENANCE AND JURISDICTION OF RM 2243 TO WILLIAMSON COUNTY**

Whereas, RM 2243 in Williamson/Travis County from US 183 west to the end of state designation, a distance of approximately 4.1 miles, is on the state highway system, and

Whereas, approximately 1 mile of RM 2243 within the above limits lies within the jurisdiction of the Williamson County, and

Whereas, RM 2243 within the above limits has no continuity with another state system highway, and

Whereas, RM 2243 within the above limits functions more as local collector roadway, and

Whereas, Williamson County desires to incorporate the above section of RM 2243 within the County roadway system, and

Whereas, upon transfer of maintenance and jurisdiction of the relevant portion of RM 2243 by the TxDOT as described herein, Williamson County will enter into an interlocal agreement pursuant to which the City of Leander will assume responsibility for that portion of RM 2243.

Therefore, the Commissioners Court of Williamson County requests that the Texas Department of Transportation and the Texas Transportation Commission take whatever action is necessary to transfer maintenance and jurisdiction of that portion of RM 2243 within the above limits that lies in Williamson County to Williamson County, and Williamson County agrees to accept such transfer of maintenance and jurisdiction.

PASSED AND APPROVED THIS 22nd DAY OF APRIL, 2003.

ATTEST:

WILLIAMSON COUNTY:

Dancy E. Ruter

John C. Daefler 4-22-03

AGENDA ITEM 18

Discuss and take appropriate action on resolution of Williamson County releasing maintenance and jurisdiction of RM 2243 to the City of Leander.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve a resolution of Williamson County releasing maintenance and jurisdiction of RM 2243 to the City of Leander.

Vote: **4 – 0**

<Attachment>

RESOLUTION
A RESOLUTION OF WILLIAMSON COUNTY RELEASING MAINTENANCE
AND JURISDICTION OF RM 2243 TO THE CITY OF LEANDER

Whereas, RM 2243 in Williamson/Travis County from US 183 west to the end of state designation, a distance of approximately 4.1 miles, is on the state highway system, and

Whereas, approximately 1 mile of RM 2243 within the above limits lies within the jurisdiction of Williamson County and all future maintenance and jurisdiction of such has been released to Williamson County by the Texas Department of Transportation and the Texas Transportation Commission, and

Whereas, the City of Leander desires to incorporate the above section of RM 2243 within the City roadway system.

Therefore, the Commissioners Court of Williamson County (i) authorizes the execution of an interlocal agreement between Williamson County and the City of Leander transferring maintenance and jurisdiction of RM 2243 within the above limits to the City of Leander, and (ii) upon the execution of that agreement, maintenance and jurisdiction of RM 2243 within the above limits shall be automatically transferred to the City of Leander.

PASSED AND APPROVED THIS 22ND DAY OF APRIL, 2003.

ATTEST:

WILLIAMSON COUNTY:

Dancy E. Rister

John C. Daefler 4-22-03



City of Leander

200 W. WILLIS
POST OFFICE BOX 319
LEANDER, TEXAS 78646-0319
PHONE (512) 258-1178
FAX (512) 258-1605

April 15, 2003

Williamson County Commissioners Court
c/o Commissioner Greg Boatwright
County Commissioner, Precinct 2
350 Discovery Blvd., Suite 201
Cedar Park, Texas 78613

VIA FACSIMILE 260-4284

Re: Request for April 22, 2003, Agenda Scheduling – Resolution with the Texas Department of Transportation and the City of Leander for Maintenance and Jurisdiction over RM 2243;

The Honorable Commissioners of Williamson County:

This letter shall serve as the formal request by the City of Leander to be scheduled before the Williamson County Commissioner's Court on April 22, 2003. The purpose of the agenda scheduling pertains to the future maintenance and jurisdiction of an approximately 1-mile portion of RM 2243 within the boundaries of Williamson County.

HISTORY

The City of Leander submitted a request to the Texas Department of Transportation (TxDOT) for release of the portion of RM 2243 maintained by TxDOT extending west from Hwy. 183 to the third crossing of the Travis and Williamson County lines. The City of Leander recently entered into a development agreement with H.E.B. concerning the realignment of a portion of RM 2243 within the City's jurisdiction. In order to allow for this maintenance agreement, TxDOT must first release the maintenance and jurisdiction to the City of Leander. Although only a portion of the realignment of RM 2243 is within the limits of the City of Leander, TxDOT desires to release all maintenance and jurisdiction over the approximately 4.1-mile segment of RM 2243 from Hwy. 183 west to the Travis County line.

As portions of RM 2243 lie outside of the limits of the City of Leander's jurisdiction, TxDOT specified a need for maintenance agreements between both Travis and Williamson County. In addition, TxDOT requested that both Travis and Williamson County first accept the maintenance and jurisdiction of their respective portions of RM 2243 directly from TxDOT, and then enter into an agreement with the City of Leander for final transfer of all future maintenance and jurisdiction to the City of Leander. This

Page 2
Williamson County
April 15, 2003

proposal is currently scheduled before the Texas Transportation Commission agenda for April 24, 2003.

REQUEST

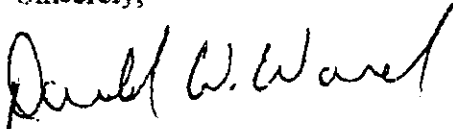
The request before the Williamson County Commissioners Court is two-fold:

- 1) A Resolution from Williamson County to the Texas Department of Transportation requesting the release of maintenance and jurisdiction of RM 2243 to Williamson County; and
- 2) A Resolution from Williamson County to the City of Leander requesting the release of maintenance and jurisdiction of RM 2243 to the City of Leander.

The City Council of Leander passed a similar Resolution on October 15, 2002, for the portion of RM 2243 within the current limits of the City of Leander. The Travis County Commissioners Court will review a similar request for the portion of RM 2243 within their jurisdiction.

Thank you for your time and attention to this request.

Sincerely,



Donald W. Ward, P.E.
Dir. of Public Works/City Engineer

cc: Wayne Dennis, TxDOT-Transportation Planning & Programming (via facsimile 486-5007)
Barney Knight, Barney Knight and Associates (via facsimile 323-5773)
Steven C. Metcalfe, Drenner Stuart Wolff Metcalfe von Kreisler, LLP (via facsimile 404-2244)
Shannon Mattingly, City of Leander, City Manager

AGENDA ITEM 19

Discuss and consider amending the Professional Services Agreement with Pate Engineers to increase the Contract Compensation Cap.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To amend the Professional Services Agreement with Pate Engineers to increase the Contract Compensation Cap.

Vote: **3 – 1. Commissioner Boatright opposed.**

< Attachment >

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. _____
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Pate Engineers, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on June 12, 2001;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 of the agreement is \$300,000.00; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$700,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the **County** and the **Engineer** agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$300,000.00 to \$1,500,000.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$700,000.00 to \$1,500,000.00.
- III. The Hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

By: [Signature]
Signature

David A. Hamilton, PE
Printed Name

Vice President
Title

4/10/03
Date

COUNTY:

By: [Signature]
Signature

John C. Doerfler
Printed Name

County Judge
Title

4-22-03
Date

OK
[Signature]
4-14-03

Contract No. _____

____ of ____ Pages

EXHIBIT II

HOURLY RATES AND REIMBURSABLE EXPENSES

PATE ENGINEERS, INC.

For and in consideration of the services to be rendered by the *Engineer*, to the *County* on a time and materials basis, the *County* shall pay, and the *Engineer* shall receive, compensation based on the following engineering and surveying billing rate schedules:

<u>Engineering Staff Category</u>	<u>Hourly Fee</u>
Principal	\$150.00
Senior Project Manager.....	\$150.00
Project Manager	\$128.00
Project Engineer	\$110.00
Design Engineer	\$90.00
Senior Designer	\$110.00
CADD Technician/Draftsman	\$80.00
Construction Observer	\$75.00
Clerical	\$60.00

In addition, certain reimbursable expenses incurred by *Engineer* in performing these services will be billed at direct cost. These expenses include reproduction costs and delivery charges. Mileage will be billed at \$0.31 per mile. Additionally, subcontract services will be billed at direct cost.

<u>Surveying Staff Category</u>	<u>Hourly Fee</u>
Survey Manager	\$110.00
Registered Professional Land Surveyor	\$85.00
Survey Coordinator	\$75.00
Survey Technician	\$60.00
Clerical	\$60.00
Conventional Survey Crew	\$120.00
Robotic Station Survey Crew	\$140.00
GPS (Global Positioning System) Crew	\$140.00

Survey Crew rates are inclusive of all normal labor, material, equipment, vehicle, travel and incidental costs and are billed "portal to portal", for Williamson and surrounding county areas. "Crew" as used herein includes a Senior Field Surveyor and additional personnel as assigned per task. Overtime rates, when required, would be invoiced at 1.50 times the listed rates. Expenses for substantial or special materials and/or services or expenses required for specific projects, (e.g. delivery charges, reproduction costs, special property identification markers, specialized vehicle and equipment rentals, subcontracted labor and equipment for clearing, charges by public and private utilities for pipeline probing, subcontracted services by abstracting and/or title companies) will be billed at cost. Certain surveying services are subject to State and Local sales taxes which will be included on the invoice, in addition to normal billing rates and service charges, unless a sales tax exemption is provided.

AGENDA ITEM 20

Discuss and take appropriate action on road bond program.

Mike Weaver addressed the court.
No action was taken on this agenda item.

AGENDA ITEM 21

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

No action was taken on this agenda item.

AGENDA ITEM 22

Discuss and take appropriate action on continuation of work on Williamson County Regional Park for long term water solutions and future park phases.

Paul Linehan addressed the court regarding long-term water solutions and future park phases.

Commissioner Boatright requested that this item be postponed until next week.

< Attachment >

LAND STRATEGIES INC.

PAUL LINEHAN & ASSOCIATES

April 10th 2003

The Honorable Judge John Doerfler
Williamson County Commissioner's Court
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

Re: Southwest Williamson County Regional Park Comprehensive Master Plan and related consulting services for the advancement of the park development
Proposal for Professional Development Consulting Services (LSI# 830)

Dear Judge Doerfler,

Land Strategies, Inc. is excited about the possibility of a continuing relationship with the Williamson County Commissioners Court in updating the current Williamson County Regional Park Master Plan, and working in a coordinated effort with the various consultants, LCRA, Brushy Creek MUD, Round Rock and MUD number 9, and Lennar Homes in an effort to develop a long term water solution for the advancement of the Park. Williamson County will continue to experience rapid growth in the coming decade and issues of water use and reuse are on the forefront of local, state and national agendas. Williamson County is a highly desirable place to live, work and raise a family. Maintaining and enhancing the quality of life, while providing for recreational opportunities while solving the issues of water availability, will be one of the most challenging aspects of preparing the Williamson County Regional Park Comprehensive Master Plan. Our firm is committed to meeting this challenge by providing Williamson County with a flexible Plan, that addresses both short and long term goals and objectives.

We anticipate the opportunity to discuss the following Proposal for Professional Development Consulting Services with you and the other Commissioners. Should you have any questions or require additional information, please contact me at your earliest convenience.

Sincerely,



Paul W. Linehan, ASLA
President

K:\DATA\801-850\830\Phase 2 (02)\WP\WIN\Proposal Cover Letter.wpd

DEVELOPMENT, DESIGN AND PLANNING CONSULTANTS

10000 WEST 10TH STREET, SUITE 100, GEORGETOWN, TEXAS 78626 • (512) 328-6050 • FAX: (512) 328-6172

PAUL LINEHAN & ASSOCIATES

April 10, 2003

Mr. Greg Boatright
Williamson County Commissioner Precinct 2
350 Discovery Blvd., Ste. 201
Cedar Park, Texas 78613

Re: Release of digital files and other data related to Williamson County Regional Park

Dear Greg;

With the continuing work of the consultants working for the County and private development community on resolving the long term water use issues for the park, consultants involved with this work are requesting digital files and data in our files related to the initial park analysis for their use.

The additional data consists of the front end analyses concerning the Freese and Nichols report on the lake creation, soils analysis, and other documents pertinent to the ongoing water/wastewater strategy analysis. Other analysis is the calculations related to the current and future anticipated irrigation demands that have been generated by SRI and Associates and Land Strategies, Inc.

Eventually a map will be generated that represents the entire master plan of the park and surrounding developments, with the addition of the various water and wastewater utility components such as the Brushy Creek MUD raw water line, The treatment plan and wastewater lines from the surrounding communities. This map will also be requested by the various parties involved with the agreements and consultations related to these issues in an ongoing effort to be coordinated with the master strategy which will ultimately benefit the park and the County.

Thank you for your attention to this request

Sincerely;



Paul W. Linehan
President
Land Strategies, Inc.

The request addressed above is hereby granted:

Greg Boatright, County Commissioner, Precinct 2

Date

LAND STRATEGIES INC.

PAUL LINEHAN & ASSOCIATES

**PROPOSAL FOR PROFESSIONAL DEVELOPMENT AND
LANDSCAPE ARCHITECTURAL CONSULTING SERVICES**

April 10, 2003

GENERAL PROJECT DESCRIPTION

In June of 2001, Williamson County contracted with Land Strategies, Inc. to prepare an expanded Comprehensive Master Plan and Phase I Development Plan for Williamson County Regional Park. In addition to the previously contracted development services, Land Strategies, Inc. (LSI) is requesting this contract for the services listed below. The time period for this contract is March through December in 2003.

PROPOSED DEVELOPMENT CONSULTING SERVICES**A. Continued Construction Administration and Observation****I. Closeout of Phase I**

Land Strategies, Inc. will continue to oversee construction on Phase I until it has achieved substantial completion and consequentially final completion and close out of the current construction contract. At the end of this task all components of the phase one construction contract will be complete. warranty issues will continue to be reviewed as needed.

B. Water and Wastewater Coordination**I. Coordination for long term water solution for park irrigation**

Land Strategies, Inc. will continue to coordinate a long term water solution for park irrigation. The current effort will be to continue to coordinate with the Lower Colorado River Authority (LCRA), Brazos River Authority (BRA), and Lennar Homes to determine a long term solution for water. In addition to negotiations with LCRA and the Brushy Creek MUD, LSI will also be working with the City of Round Rock about extending the existing water agreement. LSI will look for future solutions by negotiating with MUD #9 to determine if water for the park can be pumped from

Page 1 of 5

Pond 13A. LSI will also negotiate with LCRA for a reduced water rate over time. LSI will also be coordinating with LCRA for a Williamson County water "re-use" regional plan. This service includes an investigation on possible long term leases or development agreements with the appropriate parties.

II. Brushy Creek Raw Waterline

Land Strategies, Inc. will continue to work with Brushy Creek MUD and Williamson County to assist with alignment issues, potential utilization of the raw water on an as needed basis for a specific time period, development agreements, and easements as it relates to water supply and future phases of the park. This task involves coordination with the neighbors, and evaluation of the possibility of a trail over top of the raw waterline.

III. Wastewater Treatment Plant

Land Strategies, Inc. will coordinate the negotiations and location of the wastewater treatment plant. This plant, intended to service wastewater for the surrounding communities, will be a significant future water supply for a lake on the park, that supplies irrigation water and amenity features for future park phases. In addition, LSI will coordinate the possibility of tying fluent lines back to #3 well site. LSI will negotiate with LCRA on the location of the haul road to determine if it can be a part of the veloway. In addition, LSI will also coordinate with Williamson County to determine a possible composting plant. In conjunction with LCRA and LCRA engineers, LSI plans for file for a sanitary sewer permit by July 2003.

IV. Design of the Lake

Land Strategies, Inc. will work with Texas Commission on Environmental Quality (TCEQ) to establish the future lake. The blending of stormwater and wastewater will be addressed. The end result of this task will include a chance for a catch and release fishing program at the park. LSI will work with appropriate consultants to initiate the design of the lake, as well as the timing. This will allow the lake creation to be coordinated with the wastewater treatment plant construction. LSI will work with the engineers on detailed designs allowing a continuously flowing lined creek to flow from the wastewater treatment plant to the lake.

C. Design Build of Future Park Phases

I. Project Coordination

Land Strategies, Inc. will coordinate with subconsultants and contractors to design and build future phases of the park. The current program for next phase for the park to be orchestrated in this manner potentially includes

construction of a residence, maintenance facility, parking areas, park administration building, veloway, and frisbee golf. In addition to the next phase of the park, LSI will be coordinating with Lennar Homes to negotiate additional parkland for the karst foundation. LSI will also be providing LCRA engineers with information on the lake, gallons per minute of water, irrigation, and soil information.

LSI will also coordinate to consolidate budget costs by negotiating with LCRA about reimbursing Williamson County

D. Master Plan

I. Overall Master Plan Rendering Update

Land Strategies, Inc. will prepare graphic representations of optional site programming and configurations as directed by the client. The master plan will be rendered in full color with the addition of details such as program elements, vegetation, areas for stormwater management/water quality, landscaped areas, and possible parking areas. In addition to the master plan, LSI will create a map encompassing all associated developments, Lennar Homes, the park master plan, and LCRA developments. The rendering will be a combination of digital techniques and hand coloring with markers and pencils. Digital pdf files will be made available to the County. The completed rendering(s) will then be dry mounted on foamboard for presentation purposes as directed by the client.

The estimated fee limit will not exceed without authorization by the client. If changes or additional effort brought on by review agencies, the client, or other unforeseen circumstances warrant additional fees, then LSI reserves the right to contact the client and explain the pertinent information for renegotiation.

E. Reimbursable Items

All printing, copying, reprographics, and other direct expenses will be charged at cost. Mileage shall be reimbursable at \$.30 per mile or at cost for all other forms of travel.

F. Timing and Cost

The time and cost to complete task A through D is shown below. The fees quoted below are not lump sum fees, rather the fee structure represents a time and material basis with an initial limit. If changes or additional effort brought on by review agencies, the client, or other unforeseen circumstances warrant additional fees, then LSI reserves the right to contact the client and explain the pertinent information for renegotiation.

- a. Continued Construction Administration and Observation
- b. Water and Wastewater Coordination
- C. Design Build of Future Park Phases
- D. Master Plan

Hourly not to exceed-----\$182,000.00

- c. Reimbursable Items

Land Strategies, Inc. Fee Schedule

Senior Principal/Principal: \$100 - \$150 /Hr.
Planner, A.I.C.P.: \$50 - \$100/Hr.
Prof. Landscape Architect (ASLA):\$50 - \$85/Hr.
Landscape Architect in Training: \$35 - \$45/Hr.
Technician/CAD Operator: \$28 - \$40 /Hr.
Support/Administrative: \$ 25 - \$40/Hr.

Prices quoted herein are valid for sixty (60) days.

G. Schedule of Payment

Invoices are due on a monthly basis, including reimbursable expenses. Interest shall accrue at 1½% per month on accounts over 30 days past due. Receipt of payment(s) without receipt of a signed proposal constitutes authorization of services proposed and liability of client for remainder of tasks unless contract is terminated by client.

H. Termination Agreement

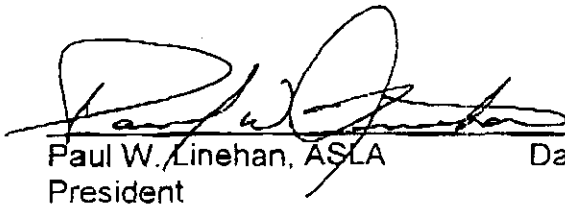
Either party may terminate this agreement on 15 days' written notice provided that Owner will compensate LSI as provided for in Task F, plus reimbursement for all expenditures and/or binding commitments which have not been compensated for, but authorized by Owner. LSI shall turn over all original plans and documents upon receipt of outstanding fees and compensation. However, LSI reserves the right to retain the record set of drawings on file. LSI is not responsible for any revisions, corrections, deletions, etc. thereafter, unless a new proposal is requested.

I. Ownership Rights

All documents, digital and hard copy, 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, which will not be reasonably withheld. Additionally, the record copy of all electronic drawing files will remain on file at the offices of Land Strategies, Inc. Electronic documents shall be released only for the purposes of reference, coordination, and/or facility management under the authority of the registered professional responsible for the abovementioned project.

J. Authorization to Proceed

Should you wish a more formal agreement one could be proposed, otherwise a copy of this proposal signed by you and returned to us would constitute our authorization to proceed. Work shall not begin until the signed proposal is received.

LAND STRATEGIES, INC.**ACCEPTED:**
Paul W. Linehan, ASLA
President

Date

4/10/03

Judge John Doerfler

Date

Williamson County Commissioner's Court

PWL:rko V:\ADMIN\PROPOSAL\MasterPlan\Williamson County Park5.wpd

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:27 A.M. ON TUESDAY, APRIL 22, 2003.

AGENDA ITEM 23

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 10:40 A.M. ON TUESDAY, APRIL 22, 2003.

AGENDA ITEM 24

Discuss and take appropriate action on real estate.

No action was taken on this agenda item.

AGENDA ITEM 25

Comments from Commissioners

Sheriff Maspero introduced Mathew Pryor a senior at Georgetown High School who was elected to be Sheriff for the day.

COMMISSIONERS' COURT ADJOURNED AT 10:42 A.M. ON TUESDAY, APRIL 22, 2003.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 167 inclusive, had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 29th day of April, 2003.



John C. Doerfler, County Judge

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

By:


Deputy Clerk