

AGENDA ITEM 12**Consider approving a line item transfer for Communications:**

From:	0100-0581-004705	Pre-Employment Screening	500.00
To:	0100-0581-004211	Telephone Service	500.00

Moved: **Commissioner Limmer**Seconded: **Judge Doerfler**

Motion: To approve a line item transfer for Communications:

From:	0100-0581-004705	Pre-Employment Screening	500.00
To:	0100-0581-004211	Telephone Service	500.00

Vote: 4 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>581</u>	<u>Communications</u>	<u>Melissa Poque</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 1st day of July, 2003, a motion made by Commissioner Limmer and duly seconded by Judge Doerfler the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2003 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
581-004705	Pre-Employment Screening	500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-004211	Telephone Service	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.

John C. Doerfler 7-1-03
John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
Nancy E. Rister, County Clerk

AGENDA ITEM 13**Consider approving a line item transfer for 26th District Court:**

From:	0100-0436-004544	Repairs to Office Equipment	200.00
	0100-0436-004999	Miscellaneous	200.00
To:	0100-0436-004010	Visiting Judges	400.00

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

From:	0100-0436-004544	Repairs to Office Equipment	200.00
	0100-0436-004999	Miscellaneous	200.00
To:	0100-0436-004010	Visiting Judges	400.00

Vote: 4 - 0

< Attachment >

6-20-03

ORDER APPROVING A LINE ITEM TRANSFER FOR

436

26th District Court

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 1st day of July, 2003, a motion made by Commissioner Limmer and duly seconded by Judge Doerfler the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2003 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0100-0436-004544	Rep. to Off. Equip.	200.00
0100-0436-004999	Misc.	200.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0100-0436-004010	Visiting Judges	400.00

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
John C. Doerfler County Judge

ATTEST:

Nancy E. Rister
Nancy E. Rister, County Clerk

AGENDA ITEM 14**Consider approving a line item transfer for Constable Pct. #4:**

From:	0100-0554-003002	Vehicle Equipment	200.00
To:	0100-0554-003006	Office Equipment	200.00

Moved: **Commissioner Limmer**Seconded: **Judge Doerfler**

Motion: To approve a line item transfer for Constable Pct. #4:

From:	0100-0554-003002	Vehicle Equipment	200.00
To:	0100-0554-003006	Office Equipment	200.00

Vote: 4 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>554</u>	<u>CONSTABLE 4</u>	<u>[Signature]</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 1st day of July, 2003, a motion made by Commissioner Limmer and duly seconded by Judge Doerfler the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2003 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>0100-0554-003002</u>	<u>VEHICLE EQUIPMENT</u>	<u>200.00</u>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>0100-0554-003006</u>	<u>OFFICE EQUIPMENT</u>	<u>200.00</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 7-1-03
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 15**Consider approving a line item transfer for Benefits:**

From:	0885-0886-004998	Contingencies	120.00
To:	0885-0886-003900	Membership Dues	120.00

Moved: **Commissioner Limmer**Seconded: **Judge Doerfler**

Motion: To approve a line item transfer for Benefits:

From:	0885-0886-004998	Contingencies	120.00
To:	0885-0886-003900	Membership Dues	120.00

Vote: 4 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>885</u>	<u>Human Resources (Benefits 886)</u>	<u>Lisa R. Zinke</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 1st day of July, 2003, a motion made by Commissioner Limmer and duly seconded by Judge Doerfler the motion carried by a vote of 4 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 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 ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0885-0886-004998	Contingencies	\$120.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0885-0886-003900	Membership Dues	\$120.00

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 7-1-03
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 16Consider transferring printers from County Court #2 to auction.Moved: **Commissioner Limmer**Seconded: **Judge Doerfler**

Motion: To approve transferring printers from County Court #2 to auction.

Vote: 4 - 0

< Attachment >

Change of Fixed Asset Status

Date: June 16, 2003

The following fixed asset is to be:

Sold At Next Auction

Fixed Asset

Quantity	Description	Model	Serial #
<u>1</u>	<u>Printer</u>	<u>OL 810e</u>	<u>603A1008537</u>
<u>1</u>	<u>Printer</u>	<u>OL 400e</u>	<u>412A6223922</u>

From (Transferor): CCL #2To (Transferee): County Auction

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

John Fickens
 Transferor - Elected Official/Department Head

XXXXXXXXXXXXXXXXXXXX *J. J. White*
 Transferee - Elected Official/Department Head

approved 7-1-03
John C. Doerfler

JUN 24 2003

AUCI CLERK OFFICE

JULIA M. GRIFFIN, CLERK

AGENDA ITEM 17

Consider closing Fern Bluff Ave. at 8201, 8202, and 8203 for a block party on July 4th from 6:30pm to 10:00pm .

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the closing of Fern Bluff Ave. at 8201, 8202, and 8203 for a block party on July 4th from 6:30 p.m. to 10:00 p.m.

Vote: 4 - 0

REGULAR AGENDA

AGENDA ITEM 18

Discuss and consider preliminary plat approval of H E K Business Park. Pct. #3

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the preliminary plat of H E K Business Park. Pct. #3

Vote: 4 - 0

AGENDA ITEM 19

Discuss and consider preliminary plat approval of Forest Creek, sections 34, 38, and 39. Pct. #4

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the preliminary plat of Forest Creek, sections 34, 38, and 39. Pct. #4

Vote: 4 - 0

AGENDA ITEM 20

Discuss and consider preliminary plat approval of Woods of Fountainwood, phase 4. Pct. #3

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the preliminary plat of Woods of Fountainwood, phase 4. Pct. #3

Vote: 4 - 0

AGENDA ITEM 21

Consider amending and clarifying action taken on June 10, 2003 agenda item #28 pertaining to contract 2003 Capital Metro BGA Projects.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To rescind the Professional Services Agreement to Jay Engineering Company, Inc. for El Salido Parkway Improvements. This work will be performed by URS.

Vote: 4 - 0

AGENDA ITEM 22

Consider resolution honoring the Old Settlers Association of Williamson County on their upcoming 100th reunion as they celebrate their Centennial Year.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: Approve resolution honoring the Old Settlers Association of Williamson County on their upcoming 100th reunion as they celebrate their Centennial Year.

Vote: 4 - 0

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 1st day of July, 2003, the Commissioners Court of Williamson County, Texas met in duly called session at the Courthouse in Georgetown, with the following members present:

John C. Doerfler, County Judge
 Mike Heiligenstein, Commissioner, Pct. One
 Greg Boatright, Commissioner, Pct. Two
 David Hays, Commissioner, Pct. Three
 Frankie Limmer, Commissioner, Pct. Four

And at said meeting, among other business, the court considered the following:

RESOLUTION

WHEREAS, from July 5th to July 12th, 2003 **THE OLD SETTLERS ASSOCIATION OF WILLIAMSON COUNTY** is holding it's 100th **REUNION** and the observance of this event is of significance to Williamson County; and,

WHEREAS, in response to a front-page announcement in the Williamson County Sun, many of the area's old settlers and their descendants united on August 27th, 1904 to share barbecue, music, and memories, and that initial gathering established traditions that have continued each year since; and,

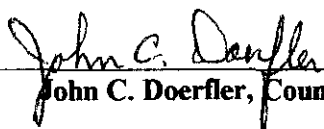
WHEREAS, throughout the organization's history, members of the **OLD SETTLERS ASSOCIATION** have maintained their commitment to keeping alive the memories of Williamson County at an earlier age and lent their support to the community by restoring and preserving pioneer buildings; and,

WHEREAS, their support to the community has been providing scholarships to Williamson County Students and Schools; and,

WHEREAS, during each of the **OLD SETTLERS REUNIONS** that have been observed throughout the years, participants have renewed the enduring ties that bind them together by commemorating their shared heritage and all of those associated with the event, past and present, are deserving of special recognition; now therefore,

BE IT RESOLVED, that the members of the **OLD SETTLERS ASSOCIATION OF WILLIAMSON COUNTY** be congratulated on the organization's many accomplishments as it enters its **Centennial Year** and that they be extended sincere best wishes for a memorable and enjoyable celebration.

RESOLVED THIS 1st Day of July 2003.


 John C. Doerfler, County Judge

Attest:


 Nancy E. Rister, County Clerk
 By , Deputy

AGENDA ITEM 23

Consider approving Interlocal Agreement between Williamson County and the City of Bartlett to participate in the widening and clearing of certain drainage ditches.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Interlocal Agreement between Williamson County and the City of Bartlett to participate in the widening and clearing of certain drainage ditches.

Vote: **4 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 7th day of July, 2003, by and between **WILLIAMSON COUNTY** (the "County") and the **CITY OF BARTLETT**, (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

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

WHEREAS, the County and the City desire to participate in the widening and clearing of certain drainage ditches within the City (the "Project"); and

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

I.**FINDINGS**

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.
2. **Project.** There are certain drainage ditches within the City which need to be widened and/or cleared. The County and the City desire to combine resources to complete the Project. The drainage area for said ditches originates outside city limits and drains through an area of the City not capable of handling the volume of water contained by existing ditches.

II.

City Actions

1. **Engineering Plans and Specifications.** The County will employ and contract with qualified engineering firms to obtain the engineering design, plans and specifications for the Project. The City will coordinate and be responsible for the acquisition of all rights-of-entry, drainage easements, and other appurtenances necessary for the Project. The City will be responsible for, and comply with all regulatory requirements, including environmental mitigation issues.
2. **County Responsibility.** The County shall be responsible for all work performed for the Project. The County shall upgrade the drainage channel from the state jail eastward to the railroad track, including repairing or replacing drainage structures necessary for streets crossing said drainage channel.

III.

Term of Agreement and Renewal

Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for one year (the "Initial Term"). If the Project has not been completed by the City within said one year term, this Agreement shall automatically terminate.

IV.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City or Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.
6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: John C. Doerfler 7-1-03
JOHN DOERFLER
County Judge
Williamson County, Texas

CITY OF BARTLETT

By: Janice C. Atchison
Printed Name: JANICE C. ATCHISON
MAYOR

AGENDA ITEM 24

Discuss and take appropriate action on request to pay fringe benefits for the Historical Museum Director.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve amending the agreement with the Williamson County Historical Commission to increase the funding from \$1,000 to \$5,000 between now and October with the understanding that it will be used to help offset fringe benefits for the Historical Museum Director.

Vote: 4 - 0

AGENDA ITEM 25

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item.

AGENDA ITEM 26

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

Ed Lee updated the court on the jail/courthouse annex expansion. He commended Bill Bingham and Otis Coufal from the IT department for doing a great job on the wiring for the jail.

No action was taken on this agenda item.

AGENDA ITEM 27

Discuss and take appropriate action on contract with Hall/Bargainer for the Lake Creek Trails.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the contract with Hall/Bargainer for the design of Lake Creek Trail in the amount of \$45,049 pending clarification of Item A, H, and J under Exhibit A, and pending approval by the County Attorney.

Vote: 4 - 0

< Attachment >



landscape architecture
multimedia

TRANSMITTAL

Tuesday, April 22, 2003

to:
company:
phone:
fax:

Commissioner Mike Heiligenstien
Williamson County, Texas

hbi@hallbargainer.com
phn. 512.238.8912
fax. 512.238.8913

400 w. main, suite 220
round rock, texas 78664

WWW.HALLBARGAINER.COM

from:
company:
phone:
fax:
RE:
sheets faxed:

Tim A. Bargainer, ASLA, CLARB
Hall / Bargainer Inc.
(512) 238.8912
(512) 238.8913
Lake Creek Trail Design

Comments::

Mike,

Joe England asked me to get this proposal for design of the Lake Creek Trail. He asked me to remind you that GBA funds are available for this project. We put it in the form of a Work Authorization through our current agreement with the county.

If you have any questions I would be more than happy to meet with you.

Sincerely,

Tim

A handwritten signature in black ink, appearing to read "Tim A. Bargainer". The signature is fluid and stylized, with the first letters of the first and last names being prominent.

Contract No. 262-0207

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ATTACHMENT A**WORK AUTHORIZATION NO. 2**

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 Hall/Bargainer, Inc., planners & landscape architects, 400 W. Main, Suite 220, Round Rock, Texas 78664 (*the "Landscape Architect"*).

Part 1. The *Landscape Architect* will provide the following Landscape Architectural services:

Scope of Work

The purpose of the services proposed herein is to provide professional consulting services, landscape architectural services, civil engineering, and surveying necessary for the preparation, and implementation of the Lake Creek Trail Project (hereinafter called the "Project"). It is the Consultants intent to work in effective cooperation with the County and all other affected and appropriate property owners and stakeholders to achieve an efficient and acceptable implementation of the project. The Consultant shall provide necessary services, as defined under Basic Services, for the following scope of work:

Data Collection, Inventory & Preliminary Routing Concept for the Project.
Development Drawings, Permitting, Bidding/Negotiating and Construction
Observation Services necessary for construction of the Project; primary trail and supporting facilities, for Williamson County, Texas.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$45,049**

Part 3. Payment to the *Landscape 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 upon the completion of the Basic Services, 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. 262-0207

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ATTACHMENT A (con't.)

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

LANDSCAPE ARCHITECT:

Hall / Bargainer, Inc.

By: 

Signature

TIM A. BARGAINER

Printed Name

VICE PRESIDENT

Title

4.22.03

Date

COUNTY:

Williamson County, Texas

By: 

Signature

John C. Doerfler

Printed Name

County Judge

Title

7-1-03

Date

* pending clarification of A.H. & J.
pending approval of County Attorney
JCD

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Landscape Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

Contract No. 262-0207

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EXHIBIT A**Services to be Provided by County**

The Client shall attempt to provide full information regarding requirements for the project including:

A. Assistance

1. Knowledge of, and copy(s) of other consultant work adjacent to or affecting any areas of work included in this contract, in AutoCad format, if at all possible. For example road, utility, land acquisition, or potential development projects.
2. Assist the Consultant by placing at its disposal all available reports, plans, specifications, and other data relative to this project.
3. Examination of all studies, reports, sketches, estimates, specifications, drawings and other documents presented by the Consultant and shall render in writing responses pertaining to a reasonable amount of time so as not to delay the work of the Consultant.
4. Payment of all Permitting/Review Fees necessary for the successful completion of this Agreement.

B. Responsibilities

1. It is the Responsibility of the Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological significance may materially alter the scope of the project in a manner not provided for in this contract.
 2. Likewise, active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreements.
-

Contract No. 262-0207

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EXHIBIT B**Services to be Provided by Landscape Architect****I. Basic Services**

Given the above-stated scope of work, we will provide the following basic services:

A. Data Collection

1. Define site information required to adequately accomplish the scope of work defined in this agreement. Necessary information includes, but is not limited to:
- a. Tree survey, as deemed necessary for design and permitting of the project.
 - b. Topographic survey in 1' or 2' contour interval's, as deemed necessary for design and permitting of the project.
 - c. Obtain and utilize 1995 or more current digital ortho quads (infrared aerial photos) of project site
 - d. Current FEMA Flood Plain data
2. Digital Photographic inventory of project, so to provide an accurate source of existing conditions, and serve as visual record for future references.

do we
have from
B-A?

1. Design Development

The Consultant shall prepare design development drawings for the Consultants portion of work. The design development plans will define the character and essentials of the project concept, including description of materials, as necessary.

Develop plans, sections, sketches or other illustrative materials, as deemed necessary, to convey the character of the proposed development concept.

Consultant will explore and present the proposed development concept, addressing and considering, no less than, the following:

- A. General grading and surface drainage requirements.
- B. Fences, screen walls, retaining walls, and any high interest vertical elements.
- C. Preservation of existing trees, drainage ways and other areas to be left undisturbed.
- D. Site signage and graphics.
- E. Planting and Soil Amendments.
- F. Consultant's opinion of probable construction costs

Review design development with Client for approval and authorization to proceed.

Contract No. 262-0207

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2. *Construction Documentation*

Upon Client's approval of the design development plans and the Consultants opinion of probable construction costs, the Consultant prepares drawings necessary to establish size, shape, dimensions and capacity of the work. Consultant shall compliment drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work.

Coordinate construction drawings and specifications with other consultants.

Prepare Consultants opinion of probable construction costs, including appropriate escalation factors and contingencies.

Consultant shall review final construction documents and opinion of probable construction cost with the Client for approval and authorization to proceed.

3. *Regulatory Documentation*

As requested by the Client, the Consultant shall assist the Client in filing the appropriate plans and documents with the Texas Department of Licensing and Regulation (T.D.L.R.), Architectural Barriers Division, and City of Austin, Texas, having jurisdiction over the project, for project review and comment. Consultant shall communicate with state Architectural Barriers Division staff officials and city staff to verify ordinance interpretation and compliance. Consultant shall review modifications requested by the regulatory agencies with the Client. Revise drawings, approved by the Client, and submit the documents to the appropriate agency for final processing and approvals.

Note: All Opinions of probable construction costs represent the Consultants best judgment as a professional landscape architectural firm, familiar with the construction industry; but Consultant does not guarantee that proposals, bids or actual Project cost will not vary from its opinions of probable cost.

4. *Bidding and Negotiating*

As requested by the Client, the Consultant shall assist in obtaining and evaluating bids or negotiating proposals, and assist in awarding and preparing contracts for construction.

Consultant shall coordinate bidders list with Client and establish General Requirements section of specifications for bidding procedures and schedules.

5. *Construction Observation*

Consultant shall make periodic visits to the site to familiarize itself generally with

Contract No. 262-0207

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the progress and quality of construction and to determine in general if the construction is proceeding in accordance with the design intent and construction documents. *(Schedule of visits to be commensurate with Contractors schedule of construction)* On the basis of its observations while at the site, the Consultant will keep the Client informed of the progress of construction. The Consultant may recommend to the Client the rejection of work failing conformance to the contract documents.

The Consultant shall prepare and process change orders only with prior approval of Client.

The Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. The Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures in connection with the work and the Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

II. Additional Services

Services requested by the Client that are not included in Basic Services are considered Additional Services and shall be paid for by the Client. Additional Services shall only be provided if previously authorized by the Client. Additional Services may include, but not limited to, the following:

- A. W.P.A.P. permitting if required by T.C.E.Q.
 - B. Traffic impact Analyses
 - C. Bridge Design
 - D. Hazardous Site Assessments
 - E. Land Acquisition services
 - F. Easement acquisition or vacation
 - G. Bore services
 - H. Preparation of As-built drawings
 - I. Assistance or representation in litigation concerning the property or proposed project.
 - J. Services required after final acceptance of construction work
 - K. Geotechnical research
 - L. Environmental study (i.e., Phase 1 Permit)
 - M. U.S. Fish and Wildlife Service: (Environmental Assessment Report)
 - N. Providing services other than those outlined in Basic Services.
 - O. Revisions to drawings previously approved by the Client due to changes in: Project scope, budget, schedule, or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
 - P. Preparation of presentation materials for marketing or purposes other than in-progress approvals.
-

Contract No. 262-0207

7 of 9 Pages

- Q. Preparation of as-built drawings
 - R. Public or other presentations beyond those described in Basic Services.
 - S. Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
 - T. Providing professional services for the field selection of plant materials.
-

Contract No. 262-0207

8 of 9 Pages

EXHIBIT C

Work Schedule

We are prepared to commence work immediately upon receipt of a sign Agreement and will coordinate our work schedule with that of the County and other consultants to assure our timely consultation and effective cooperation. We anticipate the following schedule:

We are prepared to begin immediately upon execution of this agreement

Contract No. 262-0207

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EXHIBIT D

Fee Schedule

Labor Fee/Basic Services

Lake Creek Trail
Professional Services

Total lump sum fee proposal if all items are accepted	\$45,049
--	-----------------

Hall-Bargainer, Inc.		Williamson County - Lake Creek Trails #262					4/22/2003		
Landscape Architects and Planners		Option of Probable Construction Costs							
Item No.		Quantity	Unit	Unit Cost	Item Total	Category Subtotal	Remarks		
Optimist Trail									
A	6' Granite Trail	7,000	LF	\$18.00	126,000.00		4" granite, 4" road base, w/ stabilizer		
B	8' Concrete trail	300	LF	\$28.00	8,400.00		6' trail, 2' separation for posts - conc. w/ wwm		
C	125' span x 8' wide pedestrian bridge	1	EA	\$50,000.00	50,000.00		weathered steel; wood deck		
D	60' span x 8' wide pedestrian bridge	1	EA	\$25,000.00	25,000.00		weathered steel; wood deck		
E	Bridge Abutments	4	EA	\$15,000.00	60,000.00		rein. Conc. Abutments, three piers		
F	30' pedestrian footbridge/boardwalk	1	EA	\$5,000.00	5,000.00		treated joists on concrete piers; recycled lumber decking		
G	Vehicle/Pedestrian Separation	325	LF	\$15.00	4,875.00		concrete ramp, detectable warning surface, fixed bollard		
H	Parking Lot Striping	1	LS	\$500.00	500.00		Optomist Parking Lot		
I	Concrete Wheel Stops	30	EA	\$30.00	900.00		Wheel Stops		
					Subtotal	\$280,675.00			
Subtotal of all Construction Costs						\$280,675.00			
Mobilization and Contingencies (10%)						\$28,067.50			
Design Fees						\$37,049.10			
Survey Fees						\$8,000.00			
Amount of Projected Costs						\$353,791.60			
Client Budget allocated from GBA funds						\$354,000.00			
Estimated Budget Remaining						\$208.40			



planning
landscape architecture
multimedia

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fax. 512.238.8913

400 w. main, suite 220
round rock, texas. 78664

WWW.HALLBARGAINER.COM

TRANSMITTAL

April 17, 2003

TO:

Judge John Doerfler
Commissioner Mike Heiligenstein
Commissioner Greg Boatright
Commissioner David Hays
Commissioner Frankie Limmer
Gene Taylor, County Attorney
Williamson County Commissioners Court

COMPANY:

FROM:
COMPANY:
PHONE:
FAX:
RE:

Philip Wanke
Hall Bargainer, Inc.
512.238.8912
512.238.8913
Lake Creek Trail Design Contract
Clarification as requested in Commissioners Court
July 1, 2003, Agenda Item 27

Comments:

Attachment A Item A:

A. W.P.A.P. permitting if required by T.C.E.Q.

T.C.E.Q. permitting requirements are determined by area of disturbance and is yet undetermined until initial design is finished and a meeting is held with T.C.E.Q. If permitting is necessary, we anticipate the services required will not exceed \$7,500.

Attachment A Item H:

H. Preparation of As-built drawings

As-built drawings are not a standard service provided for design. As-built drawings are generally provided by the contractor if significant changes were made that deviated from the initial design. Occasionally clients will request that we modify our design files to reflect As-built changes and that is why it is identified as an additional service.

Attachment A Item J:

J. Services required after final acceptance of construction work.

If additional services are required after final acceptance of construction, services will be charged hourly based on our hourly schedule below. Contractors are required to warranty their work for one year.

Hourly Rates: apply to additional services such as construction observation, site plan revisions, renderings for marketing and any other services beyond the basic services description.

Principal Landscape Architect:	\$ 145.00 /hr.
Project Manager:	\$ 125.00 /hr.
Staff Landscape Architect:	\$ 100.00 /hr.

"we play well with others."

AGENDA ITEM 28

Discuss and take appropriate action on a fireworks ban for Williamson County Regional Park.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the fireworks ban for Williamson County Regional Park.

Vote: 4 - 0

< Attachment >



Williamson County

Parks and Recreation Department

Memorandum

TO: John Doerfler, Judge
Commissioners
Williamson County

FROM: Jim Rodgers
Parks and Recreation

DATE: June 27, 2003

RE: Fireworks in Williamson County Parks

After hearing neighborhood concerns on fire hazards and with an interest in protecting park property it is recommended that the Commissioners Court approve the following:

Fireworks - No person shall possess or discharge fireworks in any county park.

In researching the topic it should be noted that use of fireworks are prohibited in all Hays and Travis County parks, as well as on LCRA park property.

approved 7-1-03
John C. Doerfler

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:52 A.M. ON TUESDAY, JULY 1, 2003.

AGENDA ITEM 29

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

There was no action taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:04 A.M. ON TUESDAY, JULY 1, 2003.

AGENDA ITEM 30

Discuss and take appropriate action on real estate.

No action was taken on this agenda item.

AGENDA ITEM 31

Receive briefing and consider a resolution authorizing condemnation proceedings and/or take any appropriate action on CR 137 project, (Gary L. Revia and Jan K. Revia, owners).

No action was taken on this agenda item.

AGENDA ITEM 32

Receive briefing and consider a resolution authorizing condemnation proceedings and/or take any appropriate action on CR 137 project, (Marilyn Lee Riley, owner).

No action was taken on this agenda item.

AGENDA ITEM 33

Receive briefing and consider a resolution authorizing condemnation proceedings and/or take any appropriate action on CR 137 project, (William O. Nelson and Bettye Dixon Nelson, owners).

No action was taken on this agenda item.

AGENDA ITEM 34

Receive briefing and consider a resolution authorizing condemnation proceedings and/or take any appropriate action on CR 137 project, (James E. Namken and Claire B. Namken Revocable Living Trust, owners).

No action was taken on this agenda item.

AGENDA ITEM 35

Receive briefing and consider a resolution authorizing condemnation proceedings and/or take any appropriate action on CR 137 project, (Charles Lively and Lena Faye Lively, owners).

No action was taken on this agenda item.

AGENDA ITEM 36

Receive briefing and consider a resolution authorizing condemnation proceedings and/or take any appropriate action on CR 137 project, (William B. Eastes and Martha Rachel Eastes, owners).

No action was taken on this agenda item.

AGENDA ITEM 37

Receive briefing and consider a resolution authorizing condemnation proceedings and/or take any appropriate action on CR 137 project, (Glen W. Kotulek and Kate K. Kotulek, owners).

No action was taken on this agenda item.

AGENDA ITEM 38**Comments from Commissioners.**

Commissioner Heiligenstein asked Judge Doerfler about the upcoming budget. **Judge Doerfler** responded that he is not recommending any salary increases and no new reclassifications of employees. The main concern is with the jail, the juvenile services facility and indigent health care.

There will not be a Commissioners' Court Meeting held on July 8, 2003.

COMMISSIONERS' COURT ADJOURNED AT 11:17 A.M. ON TUESDAY, JULY 1, 2003.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 163 inclusive, had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 15th day of July, 2003.



John C. Doerfler, County Judge

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

By: 

Deputy Clerk