

Consider approving agreement with Texas Department of Transportation on RM 1431 at County Road 185.

County Engineer Joe England advised this agreement involves a traffic signal on a portion of County Road 185 located within the city limits of the City of Cedar Park with which we have an interlocal agreement. The loop and two pull boxes require adjustment for widening of roadway. TxDOT requires a \$1,500.00 escrow account for performance of the work either in house or with a contractor.

Moved: Commissioner Hays
Seconded: Commissioner Boatright
Motion: To approve \$1,500.00 Advance Funding Agreement with Texas Department of Transportation for traffic signal adjustment on RM 1431 at County Road 185.
Vote: Motion carried 5 - 0

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CSJ: 1378-02-021
County: Williamson
Highway: RM 1431

ADVANCE FUNDING AGREEMENT

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Williamson County, a political subdivison, acting by and through its Commissioner's Court, hereinafter called the Outside Entity.

WITNESSETH

WHEREAS, Transportation Code §201 et. seq. and Transportation Code §221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Commission Minute Order Number 85094 authorizes the State to undertake and complete a project generally described as the relocation of two pull boxes and a loop; and,

WHEREAS, the Outside Entity has requested that the State allow the Outside Entity to participate in said improvements by providing the funding required to relocate the pull boxes and loop in the area of RM 1431 and County Road 185 in Williamson County; hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Outside Entity agree as follows:

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ARTICLE 1. TIME PERIOD COVERED

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Outside Entity consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated as hereinafter provided.

AGREEMENT

ARTICLE 2. PROJECT FUNDING

If the project is approved, the State will authorize construction of only those Project items of work which the Outside Entity has requested and has agreed to pay for as described in Attachment A, Work Responsibilities and Payment Provisions, which is attached to and made a part of this agreement.

ARTICLE 3. TERMINATION

This agreement may be terminated before the Project is completed by:

- ◆ mutual written agreement and consent of both parties
- ◆ or, by either party upon the failure of the other party to fulfill the obligations set forth herein
- ◆ or, by the State if it determines that completion of the Project is not in the best interest of the State

If the contract is terminated in accordance with the above provisions, the Outside Entity will be responsible for the payment of Project costs incurred by the State on behalf of the Outside Entity up to the time of termination.

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ARTICLE 4. RIGHT OF ACCESS

If the Outside Entity is the owner of any part of the Project site, the Outside Entity shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Outside Entity will provide for all necessary right-of-way and utility adjustments needed for performance of the work regardless of ownership.

ARTICLE 5. RESPONSIBILITIES OF THE PARTIES

The Outside Entity acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

ARTICLE 6. SOLE AGREEMENT

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Outside Entity and the State, the latest agreement shall take precedence over the other agreements.

ARTICLE 7. SUCCESSORS AND ASSIGNS

The State and the Outside Entity each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

ARTICLE 8. AMENDMENTS

By mutual written consent of the parties, the scope of work and payment provisions of this contract may be amended prior to the expiration of this contract.

ARTICLE 9. INTEREST

The State will not pay interest on funds provided by the Outside Entity. Funds provided by the Outside entity will be deposited into, and retained in, the State Treasury.

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ARTICLE 10. INCREASED COSTS

In the event it is determined that the funding provided by the Outside Entity will be insufficient to cover the State's cost for performance of the Outside Entity's requested work, the Outside Entity will pay to the State the additional funding necessary to cover the additional costs. The State shall send the Outside Entity written notification stating the amount of funding needed and the reasons for such. The Outside Entity shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties of this agreement. If the Outside Entity cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 3 - Termination.

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ARTICLE 11. SIGNATORY WARRANTY

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE OUTSIDE ENTITY have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

By _____ Date _____
William C. Garbade, P.E.
Austin District Engineer

THE OUTSIDE ENTITY

2-2-99 Date John C. Daefler
Typed or Printed Name and Title John C. Daefler - County Judge
Attest: Jane Tablison
Title: adm. assistant

For the purpose of this agreement, the address of record for each party shall be as shown on the following page:

CSJ: 1378-02-021
County: Williamson
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For the Outside Entity:

Williamson County
8th and Austin Avenue
Georgetown, Texas 78626

For the Texas Department of Transportation:

Texas Department of Transportation
Austin District
P. O. Drawer 15426
Austin, Texas 78761-5426

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Attachment A

Work Responsibilities and Payment Provisions

The Project entails the relocation of two pull boxes and a loop at the intersection of RM 1431 and County Road 185 in Williamson County.

TxDOT will perform the work, utilizing an on-site contractor.

The Outside Entity will be responsible for the actual costs of the Project. The Project costs are based on an estimated amount of \$1,500.00, which includes labor and materials. Upon execution of the agreement, the Outside Entity will transmit a check, made payable to the Texas Department of Transportation, in the amount of \$1,500.00, to the address shown on Page 5 of the agreement.

If the Project costs are more than the estimated amount of \$1,500.00, the Outside Entity will be notified of the increase in costs. Payment will be due within thirty (30) days from receipt of the notification.

Consider granting final plat approval of Resubdivision of Lot 1, Lakewood Country Estates, Phase One.

County Engineer advised the property is located within the extra territorial jurisdiction of the City of Cedar Park who held public hearing on January 19, 1999. Paulo Pinto of the County and Cities Health District has approved and signed the plat. An additional 20' right-of-way has been dedicated on County Road 180 and our Williamson County subdivision requirements have been met.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To grant final plat approval of Resubdivision of Lot 1, Lakewood Country Estates, Phase One.

Vote: Motion carried 5 - 0

AGENDA ITEM # 7February 2, 1999Consider participating in regional stormwater management plan.

City of Round Rock Public Works Director Jim Nuse discussed participation of Williamson County in Brushy Creek Waterbasin study.

Mr. Nuse advised he is one of the directors of the upper Brushy Creek Water Control Improvement District #1 of Williamson and Milam Counties. He is interested in Freeze and Nichols Engineering analyzing the existing 40 dams, some of which have been classified as "red jacketed" indicating hydrologically unsafe.

Freeze and Nichols Consulting Engineers of Austin Gene Richardson advised the structures were built by the Soil Conservation District in the early 1960's to provide a measure of flood protection. Many are now located above highly developed areas. Texas Natural Resource Conservation Commission (TNRCC), the state regulatory agency in charge of dam safety in Texas, has identified 20 dams as high hazard structures which would place lives at risk should a major flood occur and the dams fail.

Freeze and Nichols proposes to conduct an inspection of all the dams with documentation on the condition of each and suggestions for improvements.

Mr. Nuse advised Cities of Round Rock and Austin have each agreed to pay one-third (1/3) of the \$65,000.00 fee.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To approve participation in regional stormwater management plan of Freeze and Nichols Engineering and payment of one-third (1/3) of the \$65,000.00 fee from professional services funds.

Vote: Motion carried 5 - 0

AGENDA ITEM # 8February 2, 1999Consider approving non-paid deputy appointment for Constable, Precinct #3. of Bernell Blakely.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve appointment of Bernell Blakely as non-paid Deputy Constable, Precinct #3.

Vote: Motion carried 5 - 0

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