

AGENDA ITEM 25

Consider approving proposed signage at County Park.

Wade Todd addressed the court regarding a sign for old Hog Farm proposing an entrance welcome sign to Twin Lakes Park, a Williamson County park managed for the community by the YMCA of Greater Williamson County. Also "Park open during daylight hours and by entering, visitors agree to abide by park rules.

He advised the criminal activity is not as bad as it has been and the installation of a gate for better access by the Sheriff's Department should occur soon.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve proposed signage at County Park.

Vote: Motion carried 5 - 0

< Clerk copy here >

Welcome

Twin Lakes Park

a Williamson County park

managed for the community by the
YMCA of Greater Williamson County



Park open during daylight hours

By entering, visitors agree to abide by park rules.

approved 8-8-00
John C. Daupler

August 8, 2000

AGENDA ITEM 26

Open and consider awarding, rejecting or extending bids for County Road 122.

No action was taken on this item. The bids will be opened at 2:15 o'clock p.m. today in the office of the County Auditor.

AGENDA ITEM 27

Consider approving proposed contract renewal for Brushy Creek Trail Coordinator from Concept Development.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve proposed one (1) year \$56,400.00 contract renewal to Concept Development and Planning for Brushy Creek Trail coordination.

Vote: Motion carried 5 – 0

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77

CONCEPT DEVELOPMENT AND PLANNING

July 30, 2000

Hon. John C. Doerfler
County Judge, Williamson County
710 Main St. Suite 201
Georgetown, Texas 78626

Re: BRUSHY CREEK TRAIL COORDINATOR — Proposed Contract Renewal

Dear Judge Doerfler,

Attached please find a draft of the renewal proposal for the Brushy Creek Trail Coordinator position. My existing agreement was executed on August 3, 1999 and is therefore about to expire. I am therefore assuming that the court wishes me to continue to work toward a County Park and Trail System.

I feel that the last year has been fruitful and consider the last year of working with the court a benefit to the citizens of Williamson County. The grant award and the need to show some progress on the construction of a trail are ongoing. I feel I could be a great deal of help in assuring a timely completion of this first phase and in acquiring other grants and land donations.

There are a number of efforts that need to be pursued and resolved within the next few months. They are as follows:

1. We need to develop a strategy for cooperation on programming and operation of the parks and trail system. This could be a multi-jurisdictional agreement. I think we have a good head start on cooperative efforts, with the joint resolutions of support from 5 other jurisdictions in the southern Williamson County area;
2. Prepare an inter-local agreement with Texas Parks and Wildlife Department (TPWD) for the reimbursement of expenses on the first phase of the Brushy Creek Trail construction;
3. Determine the feasibility and need to create a Williamson County Foundation or non-profit entity for the basic purpose of accepting and holding property and monies for matching grants with the TPWD and other granting agencies; and

P. O. Box 663, WIMBERLEY, TEXAS 78676 - 1508 SOUTH LAMAR BLVD. AUSTIN, TEXAS 78704
PHONE: 512-847-3199 OR 512-442-4688 FAX: 512-442-8772

CONCEPT DEVELOPMENT AND PLANNING

78

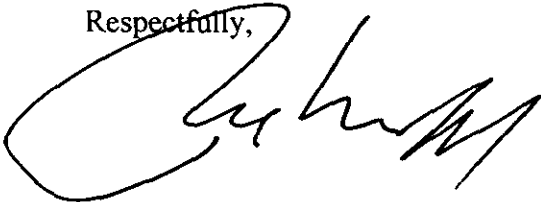
4. Identify a criteria for donations and dedications in cooperation with other jurisdictions or agencies. Perhaps through their ordinance review process.

It is also appropriate to inform you that Concept Development and Planning (CD&P) has expanded its staff over the last year. CD&P now has three full time employees and one half-time employee. This expansion has covered the administrative needs of the company as well as document production, graphics and project coordination. I have found the expansion to make CD&P more responsive to the needs of its clients. It has allowed me to spend more time on project needs rather than the everyday needs of running and maintaining a business.

The original budget for this last contract period was \$56,400. This included a \$6,000 budget for other or sub-consultant services. The contract amount expended as of the end of June was \$43,185.34 including some expenses and other professional services. With an estimated July billing of \$3,900 it brings the total billed to the end of the contract period to be an estimated \$47,085.34. I am proposing to leave the contract amount the same since there is considerable work to be done and I have demonstrated the ability to stay within the contract amount. I feel the budget amount allows me the flexibility to respond to opportunities that may arise and that require timely response.

Please contact me with any questions or comments you or the other Commissioners may have.

Respectfully,



Pix Howell, A.I.C.P.

Cc. Commissioner Heiligenstein, Commissioner Limmer, Commissioner Boatright,
Commissioner Hays

PROPOSAL

to Continue as

Williamson County Park – Trail Coordinator

SUBMITTED TO

Williamson County Commissioner's Court

BY

CONCEPT DEVELOPMENT & PLANNING

July 30, 2000

Scope of Work for the Williamson County Park and Trail Coordination Effort

The purpose of this effort is to Coordinate the planning and implementation of a Williamson County Trail and Park System. Concept Development & Planning (CD&P) hereby agrees to act as liaison and project coordinator for the Williamson County Commissioners' Court and the citizens of Williamson County to assure that the planning and implementation of parks and trail systems within the jurisdiction of Williamson County will best serve the needs of the public for many years to come.

I. Base Mapping

This includes the following tasks:

- A. Continue to compile existing mapping, topography, aerial photography, utilities, transportation, drainage, etc. for the continued development of an overall Williamson County base map.

II. Trail System Coordination

This includes the following tasks:

- A. Identify potential properties, developer and landowners that may be interested in the expansion of the Williamson County trail and recreation system and the resources they bring to the project.
- B. Coordinate with Round Rock, Cedar Park, Austin and other jurisdictions to assure a cohesive and timely completion of the initial Brushy Creek Trail System.
- C. Identify locations of existing and proposed infrastructure that would impact the uses of the proposed Trail System. Determine necessary service requirements for water, wastewater, electric, etc.
- D. Identify possible partnerships and develop rational and criteria for pursuing these partnerships. Open discussions regarding participation in the Trail System. Identify funding sources.
- E. Coordinate necessary presentations for public meetings and workshops and attend necessary workshops and meetings.
- F. Coordinate and provide oversight services for property owners, developers, City and County staff and consultants performing support functions for this Trail System Planning effort for the purpose of assuring a Trail System that conforms to the policy and needs of Williamson County.

III. Reimbursable Items and Additional Services

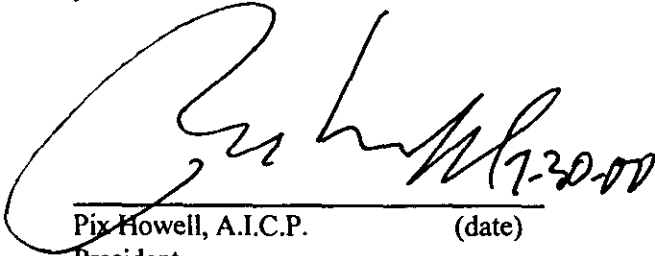
- A. CD&P anticipates the need for appraisal services, some architectural services, possible engineering services, CAD/Graphic services and other professional services. The anticipated reimbursable budget for these types of services is \$6,000.
- B. Any efforts outside the scope of services described herein shall constitute Additional Services and shall be identified and negotiated prior to efforts by CD&P. All printing, copying, and reprographic work over the items identified in this agreement, will be charged at cost plus ten percent. Travel requested by Williamson County, outside the Central Texas area, by automobile, shall be reimbursable at \$.31 per mile plus per diem of \$125 per day. Any other travel shall fall under the cost plus ten percent condition.

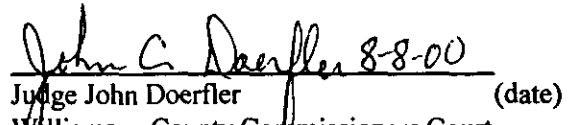
IV. Compensation and Payment

- A. All labor, reimbursables, direct and indirect costs will be delivered in completion of the above scope of work, for a fee not to exceed \$50,400 to be disbursed at a rate of \$3,800 per month for basic services. If the commissioner's Court determines that the objective of the project has been accomplished prior to the one-year period, the court may terminate the project with a thirty day notification. Total cap for CD&P and possible sub-contractors, for the year period, is \$50,400 + \$6,000 = \$56,400.
- B. Due to the unknown time of completion, this contract will be based on a time frame of one year from execution and may be renewable at the end of that period as the court may desire.

V. Authorization to Proceed

Should you wish a more formal agreement one can be prepared otherwise a copy of this proposal signed by you and returned to CD&P shall constitute our authorization to proceed.


 Pix Howell, A.I.C.P. (date)
 President
 Concept Development & Planning
 P.O. Box 663, Wimberley, Texas 78676


 Judge John Doerfler (date)
 Williamson County Commissioners Court
 Williamson County, Texas

AGENDA ITEM 28

Consider authorizing County Judge to execute an agreement between Williamson County and Avery Ranch property owners regarding construction of median within Parmer Lane.

Moved: **Commissioner Heiligenstein**
Seconded: **Commissioner Hays**
Motion: To authorize County Judge to execute an agreement between Williamson County and Avery Ranch property owners (Pebble Creek Joint Venture, Continental Homes of Texas, L.P., Developers of Avery Ranch, Robert D. Wunsch, Trustee, and Rathgeber Investment Company, Ltd.) regarding construction of median within Parmer Lane.
Vote: Motion carried 5 – 0

< Clerk copy here >

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	
	§	
	§	

THIS IS AN AGREEMENT by and between THE COUNTY OF WILLIAMSON, a Texas political subdivision ("County") and **Pebble Creek Joint Venture**, a Texas joint venture partnership ("PCJV"), **Continental Homes of Texas, L.P.**, a Texas limited partnership ("Continental"), **Developers of Avery Ranch, Ltd.**, a Texas limited partnership ("DAR"), **Robert D. Wunsch, Trustee** (the "Wunsch Trustee"), and **Rathgeber Investment Company, Ltd.**, a Texas limited partnership ("Rathgeber") (PCJV, Continental, DAR, Wunsch Trustee, and Rathgeber, collectively, the "Developer").

WHEREAS, this Development Agreement sets forth the entire agreement between the County and Developer relating to the Project (as defined below);

WHEREAS, Developer represents the owners of those certain tracts of land in Williamson County, Texas, more fully described on Exhibit "A", (referred to as the "Property");

WHEREAS, Developer has submitted an application for a Concept Plan for the proposed development which has been approved by the Austin City Council ("Concept Plan");

WHEREAS, the Commissioners Court hereby determines that the development of the Project will promote local economic development and stimulate business and commercial activity in the County by increasing the future tax base of Williamson County and further that construction of the Project is in the best interest of the County;

WHEREAS, simultaneously with the approval of this agreement, the County will enter into an Advance Funding Agreement with the Texas Department of Transportation to close an existing median cut on Parmer Lane and to construct a new median cut at the proposed intersection of Avery Ranch Boulevard and Parmer Lane;

WHEREAS, the County and Developer agree that Developer shall be the entity responsible for the costs of construction of all of the improvements and related work as listed in the Advance Funding Agreement, including the posting of bonds or other security required by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

1. **The Project.** Developer is planning and developing multi-use subdivision on the Property comprised primarily of single family residences, in accordance with the Concept Plan, over a period of up to 20 years, and in conjunction therewith is proposing to subdivide the Property through a series of subdivision plats. As part of the development of the Property, the Developer is desiring to close an existing median cut on Parmer Lane and replace it with a new median cut, including traffic signalization, in accordance with the plans and specifications listed in the above-referenced Advance Funding Agreement, at the proposed intersection of Avery Ranch Boulevard and Parmer Lane.

2. **Surety.** Developer agrees to submit, or cause to be submitted, in a form acceptable to the County, a performance bond or other surety as requested by the County, in an amount of 100% of the estimated construction costs as listed in the Advance Funding Agreement. Additionally, the surety shall be supplemented at the request of the County if the construction costs increase over and above the costs listed in the Advance Funding Agreement.

3. **Project Responsibility.** Both parties acknowledge that County is not responsible for any aspect of the construction of the Project as stated in the Advance Funding Agreement.

4. **Violation of this Agreement.** Both parties acknowledge that County is acting only as a sponsor for said project and is under absolutely no obligation to commit any funds or labor to said Project.

5. **Miscellaneous Provisions.**

a. **Actions Performable.** The County and Developer agree that all actions to be performed under this Agreement are performable solely in Williamson County, Texas.

b. **Governing Law.** The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

c. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

d. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.

e. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telescope, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County of Williamson
 Judge John Doerfler
 Williamson County Courthouse
 Georgetown, Texas 78626
 Att.: County Judge
 Phone: (512) 930-3652-943-1550
 Fax: (512) 930-3659-943-1662

Developer:

If to PCJV: Pebble Creek Joint Venture
 2711 Hillview Green Lane
 Austin, Texas 78703
 Phone: 512.472.0590
 Fax: 512.835.9865

With copy to: Mr. Matt Harriss
 10300 Metropolitan
 Austin, Texas 78758
 Phone: 512.837.6550
 Fax: 512.837.6953

If to Continental: Continental Homes of Texas, L.P.
 Attn: Mr. Terry Mitchell
 4515 Seton Center Parkway, Suite 200
 Austin, Texas 78759
 Phone: 512.345.4663
 Fax: 512.345.6080

With copy to: Timothy C. Taylor, Esq.
 Jackson Walker L.L.P.
 100 Congress Avenue, Suite 1100
 Austin, Texas 78701
 Phone: 512.236.2390

Fax: 512.236.2002

If to DAR:
& Wunsch Trustee

Developers of Avery Ranch, Ltd.
c/o Robert D. Wunsch
2414 Exposition Blvd., Suite 280
Austin, Texas 78703
Phone: 512.381.1282
Fax: 512.381.1280

With copy to:

J. Winston Chapman
Rash Chapman Schreiber & Porter, L.L.P.
2112 Rio Grande Street
Austin, Texas 78705-5526
Phone: 512.477.7543
Fax: 512.474.0954

If to Rathgeber:

c/o Dick Rathgeber
2711 Hillview Green Lane
Austin, Texas 78703
Phone: 512.472.0590
Fax: 512.835.9865

g. **Force Majeure.** Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

7. **Term of Agreement.** This Agreement shall be in effect for a term of three years from the date of approval by the County, provided that the term may be amended by written agreement of the parties. If the build-out of the Project has not occurred within the term of this Agreement, and the Project is continuing to develop, Developer submit a written request to the County to extend the term of the Agreement for an additional three years or less.

8. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

9. **Assignment.** This Agreement may be assigned, but the Assignee assumes all duties and obligations of Assignor.

SIGNED as of this 8th day of August, 2000.

COUNTY:

The County of Williamson

By: John C. Doerfler 8-8-00
John Doerfler, County Judge

PCJV:

Pebble Creek Joint Venture
(a Texas joint venture partnership)

By: Rathgeber Investment Company, Ltd.
(a Texas limited partnership)
Managing Partner

By: Rathgeber Investment GP, Inc.
(a Texas corporation)
Its General Partner

By: _____
Edward R. Rathgeber, Jr.
President

CONTINENTAL:

Continental Homes of Texas, L. P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____
Terry E. Mitchell, Vice President

RATHGEBER:

Rathgeber Investment Company, Ltd.
(a Texas limited partnership)

By: Rathgeber Investment GP, Inc.
(a Texas corporation)
Its General Partner

By: _____
Edward R. Rathgeber, Jr., President

DAR:

Developers of Avery Ranch, Ltd.
(a Texas limited partnership)

By: RWR Development Company, L.L.C.
(a Texas limited liability company)
Its General Partner

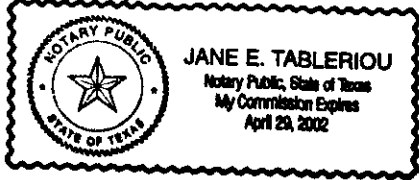
By: _____
Robert D. Wunsch, President

WUNSCH, TRUSTEE:

Robert D. Wunsch, Trustee

STATE OF TEXAS §
 § CORPORATE ACKNOWLEDGMENT
 COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 8th day of Aug., 2000, by John Doerfler, a person known to me, in his capacity as County Judge of Williamson County, Texas.



Jane E. Tableriou
 Notary Public, State of Texas

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of August, 2000, by Edward R. Rathgeber, Jr., President of Rathgeber Investment GP, Inc., a Texas corporation, General Partner of Rathgeber Investment Company, Ltd., a Texas limited partnership, the Managing Partner of Pebble Creek Joint Venture, a Texas joint venture, on behalf of said corporation, partnership, and joint venture.

 Notary Public - State of Texas

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of August, 2000, by Terry E. Mitchell, Vice President of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

 Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this ____ day of August, 2000, by Edward R. Rathgeber, Jr., President of Rathgeber Investment GP, Inc., a Texas corporation, General Partner of Rathgeber Investment Company, Ltd., a Texas limited partnership, on behalf of said corporation and said limited partnership.

Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me this ____ day of August, 2000, by Robert D. Wunsch, President of RWR Development Company, L.L.C., a Texas limited liability company, General Partner of Developers of Avery Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me this ____ day of August, 2000, by Robert D. Wunsch, Trustee.

Notary Public - State of Texas

AGENDA ITEM 29

Consider authorizing County Judge to execute an agreement between Williamson County and TxDot regarding construction of median within Parmer Lane.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To authorize County Judge to execute an agreement between Williamson County and TxDot regarding construction of median within Parmer Lane.

Vote: Motion carried 5 – 0

< Clerk copy here >

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 subdivision, 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 highway improvements generally described as roadway improvements to FM 734; and,

WHEREAS, the Outside Entity has requested that they be allowed to participate in said improvements by closing of an existing median cut and constructing a new median cut at the proposed intersection of Avery Ranch Blvd. and Parmer Lane; hereinafter called the Project; and,

WHEREAS, the Outside Entity has approved entering into this agreement by order dated August 8, 2000, attached hereto and made a part of this Agreement as Attachment B.

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:

ARTICLE 1. TIME PERIOD COVERED

This agreement becomes effective when signed by the last party whose signature makes the agreement fully executed. 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, Payment Provision and Work Responsibilities, 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 all direct and indirect Project costs incurred by the State on behalf of the Outside Entity, up to the time of termination.

ARTICLE 4. RIGHT OF ACCESS

If the Outside Entity is the owner of, or has control 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 complete 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.

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 the requested work, the Outside Entity will pay to the State the additional funding necessary to cover the cost overrun. The State shall send the Outside Entity written notification, stating the amount of funding needed and the reasons for such. The Outside Entity shall submit 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.

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

WILLIAMSON COUNTY

By John C. Doerfler Date 8-8-00
 Typed or Printed Name and Title John C. Doerfler - County Judge

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

For the Outside Entity:

Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

For the Texas Department of Transportation:

William C. Garbade, P.E.
Texas Department of Transportation
Austin District
P. O. Drawer 15426
Austin, Texas 78761-5426

ATTACHMENT A

Work Responsibilities and Payment Provisions

1. Project Description

Construction of a median cut for southbound and northbound FM 734 at the intersection of Parmer Lane and the proposed Avery Ranch Blvd. and the removal of an existing median cut approximately 500' north of the proposed intersection

2. Right of Way

If right of way is required, the Outside Entity shall prepare right of way maps, property descriptions and other data needed, utilizing all applicable Federal and State laws governing the acquisition policies for acquiring real property. The right of way maps and property descriptions shall be submitted to the State for approval. Tracings of the maps shall be retained by the Outside Entity for its permanent records.

3. Utility Adjustments/Relocations

If the proposed construction requires the adjustment, removal or relocation of utility facilities, the Outside Entity will establish the necessary utility work and notify the appropriate utility company to design and schedule their adjustments. The Outside Entity shall be responsible for all costs associated with the adjustment not assumed by the utility Company. Removal or relocation of such utility facilities shall be in accordance with applicable State law, regulations, policies and procedures.

4. Environmental

- A. If required, the Outside Entity shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Coordination of the documentation will be through Mr. Mike Walker, Austin District Environmental Coordinator, 512/832-7168.
- B. If required, To the extent required to complete the Project, the Outside Entity will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project.

5. Engineering Services

5. Engineering Services

- A. The Outside Entity shall prepare or cause to be prepared the engineering plans, specifications, and estimates (P.S.&E.) necessary for the development of the Project. The P.S.&E. shall be prepared in accordance with all applicable State and Federal guidelines.
- B. The Engineering plans shall be developed in accordance with the Highway Design Division Operations and Procedures Manual, the 1993 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the Texas Accessibility Standards.
- C. The Outside Entity shall submit the completed P.S.&E. to the State for review and approval, three (3) months prior to the anticipated bid opening date. Should the State determine that revisions are required to the documents, the Outside Entity shall make the necessary revisions, prior to the State's bid opening date.

6. Construction Responsibilities

- A. After approval of the P.S.&E., the State shall advertise for construction bids, issue bid proposals, receive and tabulate bids and award/reject a contract for construction of the Project.
- B. The State shall supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved P.S.&E.

7. Maintenance Responsibilities

Upon completion of the Project, the State shall assume responsibility for the maintenance of the completed facility.

8. Payment Provisions

The Outside Entity's cost for the work will be based on an actual cost agreement, estimated to be \$253,000. This amount includes the estimated construction costs plus 100% of the construction engineering, TxDOT design review/coordination, bid letting and indirect costs at the rate in effect for the year in which the work will be performed.

Two (2) executed original agreements and a check in the amount of \$253,000 shall be transmitted by the Outside Entity to the State prior to TxDOT participation.

Any additional costs required to complete the project will be requested from the Outside Entity after the project is completed and a State audit has been performed. All costs remaining in the Project and due to the Outside Entity will be promptly returned.

COST BREAKDOWN:

Bid Items		\$180,000
Construction Engineering Costs (14% of Bid Items)		\$ 25,000
Estimated TxDOT Review Costs		\$ 20,000
Estimated Bid Letting Costs		<u>\$ 5,000</u>
	Sub-Total	\$ 230,000
Indirect Costs (10%)		<u>\$ 23,000</u>
Total Costs		\$253,000

Consider approving the placement of an 8' x 16' digital remote cabinet for GTE on County Right-of-Way on Jim Hogg Road off Farm-to-Market 2338.

No action taken on this agenda item.

AGENDA ITEM 31

Consider approving Williamson County Revenue Investment Policy.

County Treasurer Vivian Wood addressed the court on county investment policy and answered all questions.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve Williamson County Revenue Investment Policy.

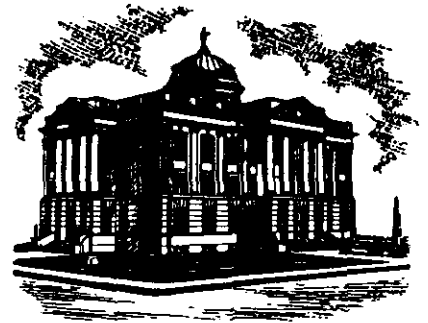
Vote: Motion carried 5 – 0

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Williamson County

Vivian L. Wood

County Treasurer



MEMORANDUM

Date: August 2, 2000

To: The Honorable John C. Doerfler, County Judge
The Honorable Mike Heiligenstein, Commissioner, Pct. 1
The Honorable Greg Boatright, Commissioner, Pct. 2
The Honorable David Hays, Commissioner Pct. 3
The Honorable Frankie Limmer, Commissioner Pct. 4

From; Vivian L. Wood *Vivian*
County Treasurer

Re: Williamson County Revenue Reporting Policy

I have requested that the attached Williamson County Revenue Reporting Policy be placed on the August 8th Commissioners Court agenda for adoption by the Court.

Williamson County does not have a policy in place. The Policy was developed to clarify the procedures to be used by all fee officers for the County. The legal requirements for the Policy have been attached for your review also. The Policy has been reviewed by the Auditor's office.

Please let me know if you have questions or concerns in regard to my request.

*approved 8-8-00
John C. Doerfler*