

AGENDA ITEM # 19

Discuss and take appropriate action concerning gated access at Carrington Ranch Subdivision.

Commissioner Boatright advised the developer is requesting approval of a gated community in this subdivision for which Williamson County maintains the streets.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To **disapprove** gated access to Carrington Ranch Subdivision.

Vote: Motion carried 5 - 0

AGENDA ITEM # 20

Discuss and take appropriate action concerning the reimbursement agreement between Austin Jack, L.L.C., Williamson County and the Texas Department of Transportation.

Commissioner Heiligenstein informed the court Austin Jack, L.L.C. would like to modify a portion of the median in the Parmer Lane configuration to two (2) left hand lanes. TxDOT cannot enter into a direct contract relationship with a private entity.

Since Williamson County signed the original Minute Order it will be necessary for Williamson County to sign the agreement.

Moved: Commissioner Boatright

Seconded: Commissioner Limmer

Motion: To approve reimbursement agreement between Austin Jack, L.L.C., Williamson County and the Texas Department of Transportation.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais.

< Clerk copy here >

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is made and executed as of the 10th day of January, 2000, by and between **AUSTIN JACK, L.L.C.**, a Delaware limited liability company ("Austin Jack"), and **WILLIAMSON COUNTY**, a political subdivision of the State of Texas, acting by and through its Commissioner's Court (the "County").

WHEREAS, the County previously entered into that certain Advance Funding Agreement, (the "AF Agreement"), with the **STATE OF TEXAS**, acting by and through the Texas Department of Transportation (the "State"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the AF Agreement governs the funding and construction of certain highway improvements to FM 734 and RM 620, as more particularly described therein; and

WHEREAS, the County entered such AF Agreement in the place of Austin Jack pursuant to the State's requirements; and

WHEREAS, Austin Jack is willing, as set forth below, to reimburse the County for any amounts funded under the AF Agreement for the work to be done thereunder.

NOW, THEREFORE, for the good and valuable consideration provided herein, the receipt, adequacy, and sufficiency of which hereby are acknowledged, Austin Jack and the County do agree as follows:

1. Austin Jack agrees (i) to deliver to the County a check made payable to the State for the amounts to be funded under the Payment Provisions of the AF Agreement, and (ii) to reimburse the County for any additional amounts funded by the County under Article 10 thereof. Austin Jack agrees to deliver any other payments to the County within 10 business days after the receipt of notice from the County; provided, that such notice shall include evidence of the payment by the County of the applicable amounts and all correspondence from the State detailing the County's liability for such amounts under the AF Agreement.
2. The County agrees to immediately deliver amounts required under 1(i) above to the State upon receipt from Austin Jack. The County further agrees (i) not to assign, amend, modify or terminate the AF Agreement without the prior written consent of Austin Jack, and (ii) to promptly deliver to Austin Jack any and all notices, instruments or other documents received or obtained in connection with the AF Agreement.

3. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one agreement.
4. All notices, requests, communications and other deliveries required hereunder or in connection herewith shall be addressed to the respective parties at the addresses set forth below.
5. This Agreement shall be governed by and construed under the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

Addresses.

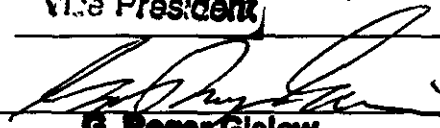
c/o AmberJack, Ltd.
One State Farm Plaza E-10
Bloomington, Illinois 61710-0001
Attn. Mr. John Higgins

AUSTIN JACK:

AUSTIN JACK, L.L.C.,
a Delaware limited liability company

By: AMBERJACK, LTD., an Arizona corporation,
its managing member

By: 
Name: John R. Higgins
Title: Vice President

By: 
Name: G. Roger Gielow
Title: Assistant Secretary

Williamson County
1900 Georgetown Inner Loop
Suite B
Georgetown, Texas 78626
Attn: Director of Roads & Bridges

COUNTY:

WILLIAMSON COUNTY, a political subdivision of
the State of Texas, acting by and through its
Commissioner's Court

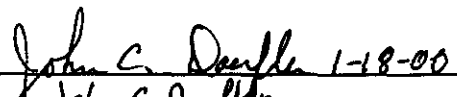
By: 
Name: John C. Doerflinger
Title: County Judge

Exhibit A

Advance Funding Agreement

COUNTY : Williamson
CSJ : 3417-02-012 & 0683-01-064
HIGHWAY : FM 734 & RM 620

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 RM 620; and,

WHEREAS, the Outside Entity has requested that they be allowed to participate in said improvements by providing the funds required to construct a right turn deceleration lane for southbound FM 734, a left turn lane for northbound FM 734 and a right turn deceleration lane for the eastbound frontage road on RM 620, hereinafter called the Project.

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 Private Entity agree as follows:

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

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 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.

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COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

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.

COUNTY : Williamson
CSJ : 3417-02-012 & 0683-01-064
HIGHWAY : FM 734 & RM 620

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 1-18-00
Typed or Printed Name and Title John C. Doerfler - County Judge
Attest: Dorothy E. Ruten
Title: Williamson County Clerk

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

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COUNTY : Williamson
CSJ : 3417-02-012 & 0683-01-064
HIGHWAY : FM 734 & RM 620

For the Outside Entity

Williamson County
1900 Inner Loop
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

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

ATTACHMENT A

Work Responsibilities and Payment Provisions

1. Project Description

Construction of a right turn deceleration lane for southbound FM 734, a left turn lane for northbound FM 734 and a right turn deceleration lane for the eastbound frontage road on RM 620.

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 State 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. 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, TxDOT, 512/832-7168.
- B. 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.

COUNTY : Williamson
 CSJ : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

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.

COUNTY : Williamson
 CSI : 3417-02-012 & 0683-01-064
 HIGHWAY : FM 734 & RM 620

PAYMENT PROVISIONS

The Outside Entity's cost for the work will be based on an actual cost agreement, estimated to be \$137,908.75. 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 \$137,908.75 will 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. Determined costs due to the Outside Entity will be returned promptly.

COST BREAKDOWN:

Bid Items & Construction Engineering Costs		\$111,417.00
Construction Engineering Costs (11% of Bid Items)		\$ 12,255.87
Estimated TxDOT Review Costs		\$ 2,000.00
Estimated Bid Letting Costs		<u>\$ 1,000.00</u>
	Sub-Total	\$126,672.87
Indirect Costs (8.97%)		<u>\$ 11,235.88</u>
	Total	\$137,908.75

AGENDA ITEM # 21

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Consider making appointment to the Water Visionary Committee.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To appoint Phil Coffin to the Water Visionary Committee.

Vote: Motion carried 5 - 0

AGENDA ITEM # 22

Hear report on courthouse restoration grant.

Eleven Thirteen Architects Pete McRay and Karalei Nunn distributed information outlining the existing condition of the building with proposed scope of work to be accomplished. January 31, 2000, is deadline for Submission to THC (Texas Historical Commission).

The application process begins in February, 2000, and the court members will be asked to furnish letters supporting the application.

The exterior work includes the dome, replacing missing mortar and refinishing the windows.

Further discussion of the interior requiring changes to comply with code as well as space planning, time line, records retention and retrieval systems and security.

Judge Doerfler advised the proposed work would require at least three (3) years. Discussed was relocation of County Clerk to Justice Center, Community Supervision and Corrections to new facility, County Tax Assessor/Collector to remote location, construction of restrooms and restoration old 26th Judicial District Courtroom to the original design.

AGENDA ITEM # 23

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Consider authorizing advertising and setting date to advertise for agricultural lease for land in Taylor.

Moved: Judge Doerfler

Seconded: Commissioner Limmer

Motion: To approve County Auditor advertising 10 o'clock a.m. on Tuesday, February 15, 2000, to receive bids for agricultural lease of park land in Taylor.

Vote: Motion carried 4 - 1 with Commissioner Heiligenstein voting against the motion.