

AGENDA 14

Discuss and consider taking action on preliminary plat of Ancient Oaks.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve preliminary plat of Ancient Oaks.

Vote: Motion carried 5 – 0

AGENDA 15

Discuss and consider taking action on preliminary plat of Sendero Springs.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve preliminary plat of Sendero Springs.

Vote: Motion carried 5 – 0

Regular Agenda**AGENDA 16**

Consider granting a variance for Jefferson Center.

JPI Development Associate Kevin Pape requested a variance **from** 50 foot setback **to** 25 foot setback.

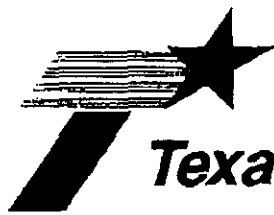
Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To grant a variance from 50' setback to 25' setback line on Farm-to-Market 734 (Parmer Lane).

Vote: Motion carried 5 – 0

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Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

May 22, 2000

Kevin Pape, Development Associate
JPI
98 San Jacinto Blvd., Suite 1000
Austin, TX 78701

Dear Mr. Pape:

In your letter of May 22, 2000, you requested verification of the lack of a need for additional right of way along FM 734 (Parmer Lane) in the vicinity of your proposed development, Jefferson Center, on the west side of Parmer. As you may know, the draft 2025 Capital Area Metropolitan Planning Organization Plan is scheduled for adoption on June 12, 2000. In that plan, FM 734 is proposed for upgrading to a six-lane expressway. The main difference between an expressway and what is there today is the addition of grade separations and some control of access at major intersections. Until we do the detailed engineering studies, it is difficult to determine the impact to specific properties. However, based on your development's location approximately one mile south of RM 620, we do not believe that it would be near any future grade separations which might be needed if FM 734 were developed into an expressway. The next major intersection would be at the extension of Anderson Mill Road which appears to not impact your property.

If you need additional information, please let me know.

Sincerely,

Sharon A. Barta

Sharon A. Barta, PE
Advanced Project Development Engineer

Cc: James Klotz, PE, Georgetown Area Office
Joe England, PE, Williamson County

An Equal Opportunity Employer

** TOTAL PAGE.02 **

AGENDA 17

Consider granting preliminary plat approval to Spear's Ranch on Salado Creek.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To grant amended preliminary plat approval to Spear's Ranch on Salado Creek with Williamson County never being responsible for road maintenance for this subdivision in perpetuity (Plat note #9 should have added "and not by Williamson County").

Vote: Motion carried 5 – 0

AGENDA 18

Discuss and consider taking action on final plat of Estates of Brushy Creek, Section Two.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve final plat of Estates of Brushy Creek, Section Two.

Vote: Motion carried 5 – 0

AGENDA 19

Consider approving interlocal agreement with the City of Austin for partial financing of Lake Creek Tributary #2.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To approve interlocal agreement with the City of Austin for partial financing of \$810,000.00 for benefit of Lake Creek Tributary #2.

Vote: Motion carried 5 – 0

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RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

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**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND
THE CITY OF AUSTIN**

This Interlocal Agreement ("Agreement") is made by and between Williamson County, Texas ("the County") and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee ("the City").

WITNESSETH:

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq; and

WHEREAS, the County and the City both have responsibilities for drainage management in the Lake Creek watershed; and

WHEREAS, the Lake Creek flood control project is consistent with the flood protection goals and purpose of the City's regional stormwater management program ("RSMP") and consistent with the flood protection goals of the County; and

WHEREAS, the City desires to contribute RSMP funds to Williamson County for the Lake Creek flood control project in the upper Lake Creek main branch and tributary #2 between Parmer Lane and Meadowheath Drive (SP-97-0405D and SP-97-0424D) to provide flood protection benefits to existing houses;

NOW, THEREFORE, the County and the City agree as follows:

I. OBLIGATIONS OF THE COUNTY

- A. The County shall appoint one staff person to act as a single point of contact (hereinafter "SPOC"), with the City. SPOC must be knowledgeable in the planning, content and subject matter being addressed in the floodplain modification project. SPOC must possess decision making ability and authority.
- B. The County is responsible for construction of and obtaining any necessary permits for the Lake Creek flood control project as described in the attached Exhibit A ("the Project").
- C. The County is responsible for completion of the Project in the timeframe set out in the schedule attached as Exhibit B.

RECORDERS MEMORANDUM

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- D. The County shall be responsible for conformance with all City ordinances and all state and federal laws and regulations. This Agreement shall not be construed to limit or abrogate any responsibilities of the County under state, federal, and local laws and regulations.

II. OBLIGATIONS OF THE CITY

- A. The City shall pay the County a portion of the costs for the Project in an amount not to exceed \$810,000.00.
- B. The City shall appoint one person to act as a single point of contact (hereinafter "Contract Administrator") with the County. The Contract Administrator shall have decision making ability and authority.

III. TERM, TERMINATION

- A. This Agreement shall be effective from and after the date of execution by all parties and shall expire three years from that date, unless previously terminated pursuant to Section III. B. of this Agreement.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 30 days, then the offended party shall have the right without further notice to terminate this Agreement.

IV. PAYMENT FOR SERVICES

- A. The County shall submit to the City statements in a form acceptable to the City, on a quarterly basis. The statements shall include a description of work performed and percentage completion of the Project certified by the Williamson County AUDITOR (financial officer title).
- B. The City will pay the County for Project construction costs incurred that exceed the available County funding of \$_____ plus the interest accrued on the County funds no later than 45 days after receipt of a certified statement from the County. Payments under this Agreement shall be made from current revenue available to the City's regional stormwater management project for the Lake Creek and Rattan Creek watersheds. County will send the statement to:

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City of Austin, ISS
Attn: Donna Lee Bliss
206 East 9th Street, Suite 17.102
Austin, Texas 78701

- C. If the Project is canceled after the County receives a signed contract or a notice to proceed, the County will mitigate any potential damages and will be paid under the terms in Section IV. B. only for unavoidable costs.
- D. The County agrees to maintain appropriate accounting records of costs and expenses of contractors on the Project together with documentation, evaluations, and reports for a period of three years after final payment for completed work under this Agreement. The County further agrees that the CITY or its duly authorized representatives, shall have access during normal working hours to any and all books, documents, reports, records of the County and which are pertinent to the work to be performed under this Agreement, after 72 hours notice.

V. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Indemnity. Williamson County shall, to the extent authorized under the Constitution and laws of the State of Texas, hold the City harmless from liability resulting from the negligent acts or omissions of the County, its officers, agents and employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, the County shall not hold the City harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of or incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of the City, its officers, agents, representatives, or employees, or any person or entity not subject to the County's supervision or control.

The City shall, to the extent authorized under the constitution and laws of the State of Texas, hold the County, their officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by the City of the results obtained from the activities performed by the County under this Agreement; provided, however, the City shall not hold the County harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, or incident to, or resulting directly or indirectly from:

- a. the negligent failure of the County to substantially comply with any applicable governmental requirements; or

RECORDERS MEMORANDUM

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- b. the negligence, whether sole, joint, concurring, or otherwise, or willful malfeasance of any officer, agent or employee of the County.
- C. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Williamson County, Texas.
- D. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the County Judge of Williamson County and the City Manager of the City of Austin.
- E. Entire Agreement. This Agreement constitutes the entire agreement between the City and the County. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- F. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of City for all purposes shall be:

City Manager
City of Austin
P.O. Box 1088
Austin, Texas 78767

Attn: Susanne Brubaker, Purchasing Officer
Financial Services Department
(512) 389-7506

The address for the County for administration of the work program described under this Agreement and for all notices hereunder shall be:

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Mike Heiligenstein
County Commissioner
Precinct 1, Williamson County
211 Commerce Cove #7
Round Rock, Texas 78664

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

CITY OF AUSTIN

WILLIAMSON COUNTY

By: _____
Toby Hammett Futrell
Assistant City Manager

By: John C. Doerfler
John Doerfler
County Judge

Date: _____

Date: 5-23-00

APPROVED AS TO FORM:

By: _____
City Law Department

j:\land_use\bogusch\interlocal\Williamson County - Lake Creek and Rattan Creek Modification

AGENDA 20

Consider approving contract with ACi for environmental assessment on proposed extension of D.B. Wood Road.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve a \$18,500.00 contract with payment from certificates of obligation to Ecological and Regulatory Planning Consultants, ACi, for environmental assessment for approximately 1 mile from Highway 29 to Leander Road in association with extension of D.B. Wood Road.

Vote: Motion carried 5 – 0

<Clerk Copy Here>

ACi

Ecological and Regulatory Planning Consultants

1001 Mopac Circle, Suite 200

Austin, Texas 78746

Tel #: 512/633-6200

Fax #: 512/328-2210

e-mail address: spaulson@austin.rr.com

May 9, 2000

David Hays
County Commissioner
Precinct # 3
Williamson County
1900 Georgetown Inner Loop
Georgetown, Texas 78626

Re: Scope of Services / Extension of D.B. Wood Road

Dear Commissioner Hays:

This is a contract to provide ecological services for the proposed extension of D.B. Wood Road in Williamson County, Texas. The services include a karst survey to identify features (caves, sinkholes, etc.) which may house federally-listed karst invertebrates, and a habitat evaluation to assess the potential for golden-cheeked warbler and black-capped vireo, two federally-listed migratory songbirds.

If you have any questions or concerns regarding this contract proposal, please call me at your earliest convenience.

Sincerely,



Steve Paulson

Athabasca Consulting, Inc. (ACi)

ACi

Ecological and Regulatory Planning Consultants

Terms and Conditions

The following is a brief description of the services by ACi under the terms and conditions of this contract:

Work Order # 1: Karst Survey

ACi will conduct a karst survey to identify suspected karst features (caves, sinkholes, etc.) which have the potential to house species listed as endangered by the U.S. Fish and Wildlife Service (FWS) under the rules and regulations of the Endangered Species Act (ESA). ACi personnel familiar with the Edwards Limestone Formation and the listed karst invertebrates will walk transects at specified distances to systematically cover the proposed roadway extension area. The survey area for the roadway extension is estimated to be over two (2) miles long and 1000 feet wide. A report that details the survey method, any known locations of karst features, and recommendations for protecting those features will be provided following the karst survey.

Cost of Work Order # 1: \$18,500.00

Work Order # 2: Habitat Evaluation

ACi personnel familiar with golden-cheeked warbler and black-capped vireo habitat will conduct a habitat evaluation to determine the potential for either species to be present within the proposed roadway extension area. The proposed roadway extension area is over two (2) miles long and 1000 feet wide. ACi personnel will analyze the structural and compositional elements of the vegetation within the proposed extension area to determine what the probability of golden-cheeked warbler or black-capped vireo to regularly utilize the area. A report that summarizes the evaluation and possible protection options will be provided following the site visit.

Cost of Work Order # 2: \$2,000.00

ACi

Ecological and Regulatory Planning Consultants

HOURLY RATES

President	\$125.00
Vice-President	\$125.00
Senior Scientist	\$95.00
Staff Scientist	\$75.00
Field Technician	\$55.00
Administrative	\$40.00

All work will be billed on a time and materials basis. Billing will be on a monthly basis. If you find the terms and conditions acceptable, please sign both agreements, return one to ACi, and keep one for your files.

Accepted (Client): Williamson County
Signature: John C. Doerfler
Name (Print): John C. Doerfler
Title: County Judge
Date: 5-23-00

Accepted (ACi):
Signature: _____
Date: _____

AGENDA 21

Consider granting variance to subdivision regulations for a 4.74-acre tract owned by Connie Hall.

Mr. Cecil Jenkins spoke for Ms. Hall, explaining this variance would only change the status from a rent house to a one owner house.

Moved: **Commissioner Hays**

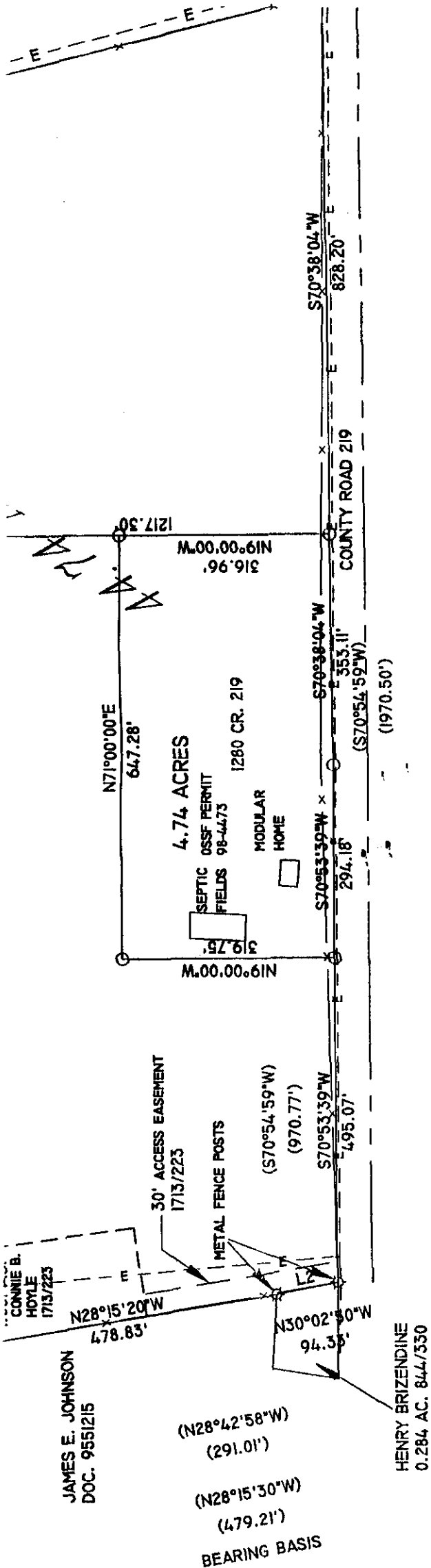
Seconded: **Commissioner Limmer**

Motion: To grant variance to subdivision regulations for a 4.74 acre tract with an existing house owned by Connie Hall in exchange for 10' additional right-of-way for County Road 219.

Vote: Motion carried 4 – 0 with Commissioner Heiligenstein absent from the dais.

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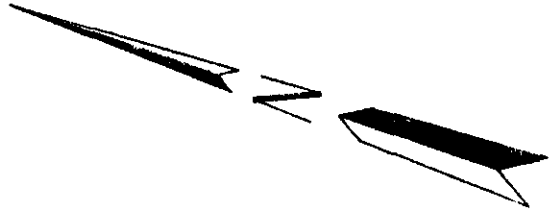
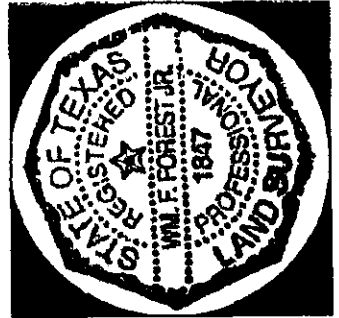
RECORDERS MEMORANDUM
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The undersigned does hereby certify that this survey was this day made on the ground on the property legally described hereon and is correct, and that there are no significant boundary line conflicts, shortages in area, protrusions, intrusions, overlapping of improvements except as shown hereon, and that said property abuts a public roadway, except as shown hereon.

Record easements from a title commitment GF not provided by owner's Title Company have been _____, not been X shown hereon as applicable. Dated this the 3rd day of May, 1997.

William F. Forest, Jr.
William F. Forest, Jr. R.P./L.S. 1847



SCALE: 1"=200'

Consider granting variance to subdivision regulations for a 16.66-acre tract owned by Rebecca Barner.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To grant variance to subdivision regulations for a 1.5 acre tract out of 16.66 acre tract owned by Rebecca and Kenneth Barner with the condition that the slightly less than 1.5 acre tract be included in the plat of the 16.66 acres with 50' right-of-way extending to County Road 310.

Vote: Motion carried 4 – 0 with Commissioner Heiligenstein absent from the dais.

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**Kenneth Barner
P.O. Box 467
Jarrell, Texas 76537**

April 27, 2000

**Mr. David Hays
Williamson County Commissioner
Precinct #3
1900 Georgetown Inner Loop
Georgetown, Texas 78626**

Re: Variance CR 310

Mr. Hays:

Last August we made all the necessary inquiries with regard to proper procedures for obtaining the septic permits, etc. in Williamson County for building on 1.5 acres to be deeded to Mr. & Mrs. Mark Moore. Based on the information received, they proceeded to secure financing based on building their home on the property in question.

Now, with financing and construction all in place, we have learned that some laws or rules were changed in September, which jeopardizes the beginning of the project. Mr. Moore, a Texas Veteran, secured a temporary lease of a fifth wheel RV that he shares with his wife and two teenage daughters while awaiting construction.

In consideration of the possible waiting period of 3-6 months for the engineering and subdividing paperwork to be completed and the hardship it would place upon the Moores by way of existing living conditions, loss of current interest rates or beginning financing over again, I would request a variance. The request would be contingent upon my having the engineering and the county road in place for the subdivision within six months from the date the variance is granted. I have met with an engineer concerning the subdividing of the property adjacent to the 1.5 acres being deeded to the Moores. Attached you will find a rough draft of the planned subdivision as revised by Mr. Joe England.

I appreciate your consideration in this matter.

Sincerely,

Ken Barner

Cc: Mr. Joe England

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REBECCA BARNER
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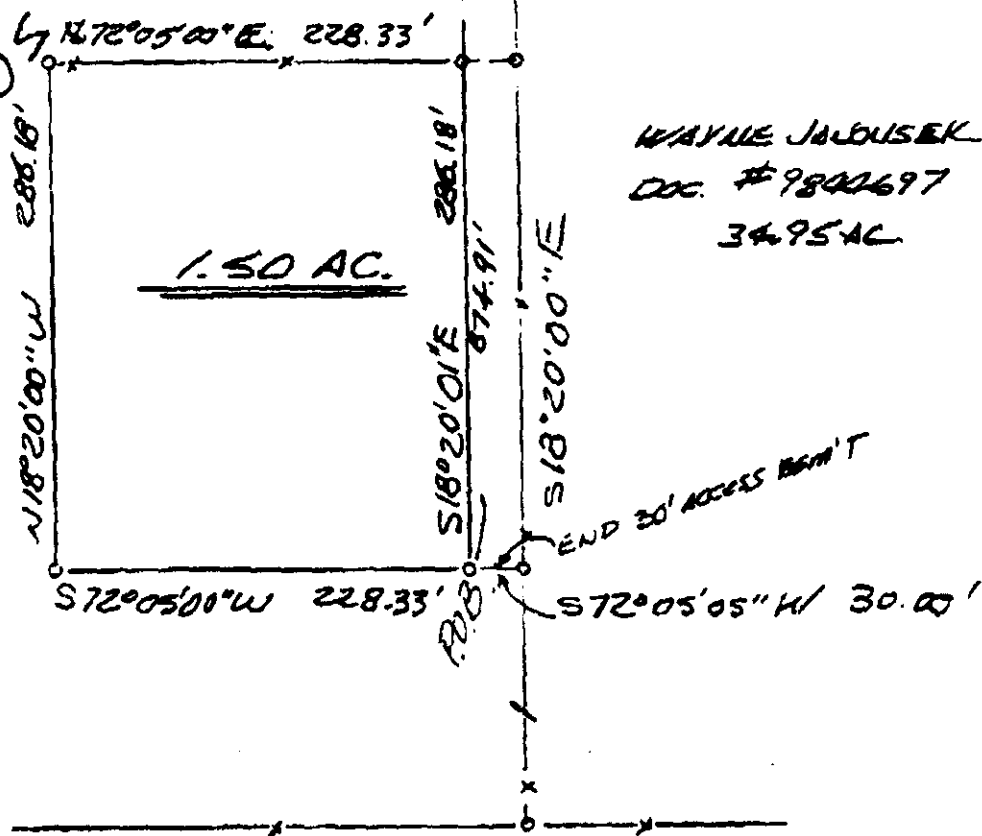
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JAMES G.
ARNOLD II
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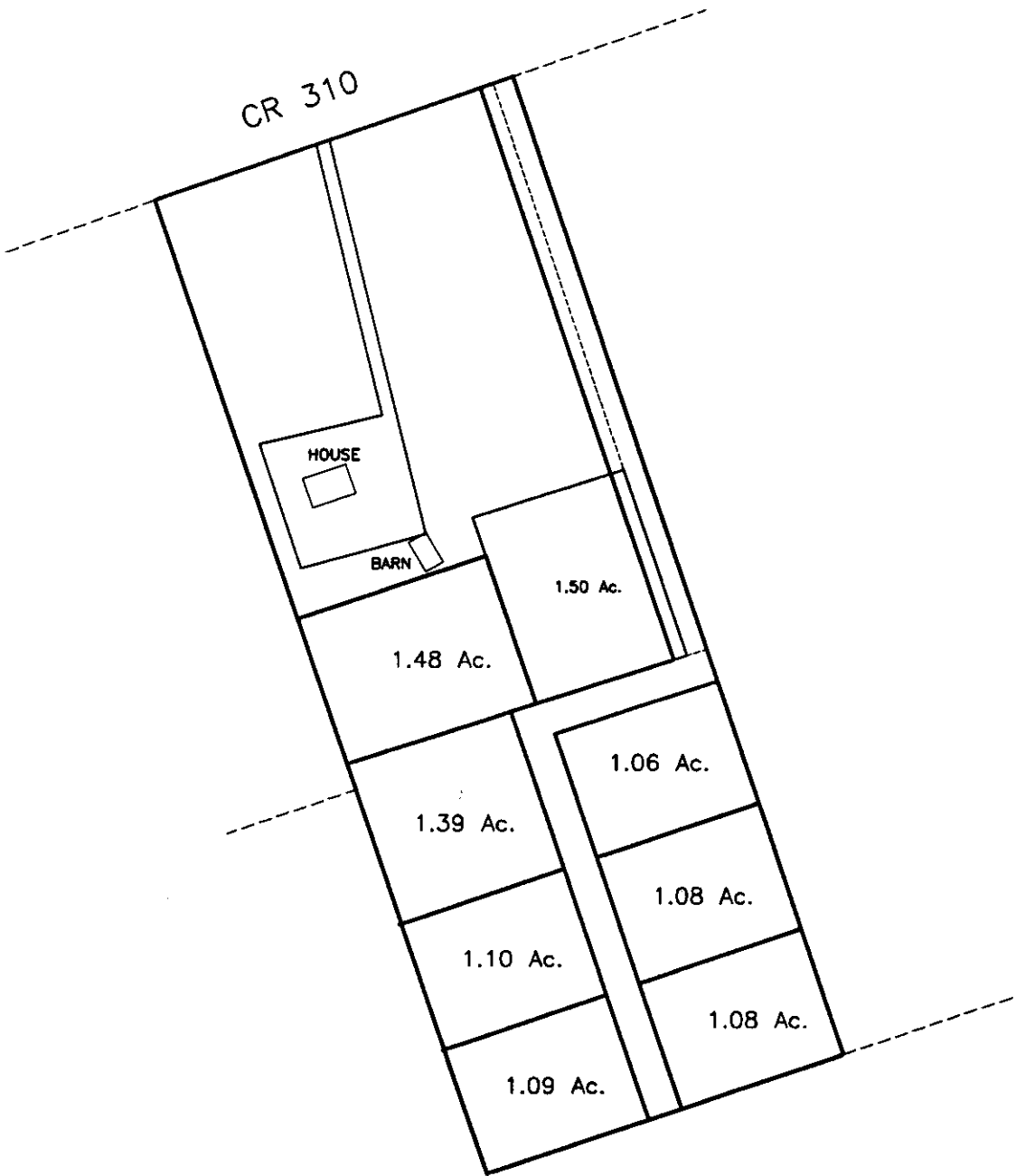
WAYNE JANUSEK
DOC. # 9800697
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EDMOND

PARSONS



A SKETCH OF A 1.50 ACRE TRACT OF LAND AND A THIRTY FOOT WIDE ACCESS EASEMENT OUT OF THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494 SITUATED IN WILLIAMSON COUNTY, TEXAS AND BEING A PART OF AN 18.66 ACRE TRACT AS RECORDED IN WILLIAMSON COUNTY DOCUMENT NO. 9905546 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.



David Hays

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AGENDA 23

Consider approving interlocal agreement with City of Granger pertaining to voluntary annexation of a portion of County Road. 347 at the intersection of Bird Street and County Road. 347.

Commissioner Limmer pulled this item from the agenda stating no action was necessary.

AGENDA 24

Consider approving request from City of Taylor for county to deed their portion of a joint ownership property to the City of Taylor.

No action was taken on this item which will be added to the agenda of May 30, 2000.

AGENDA 25

Discuss and consider extending date to receive proposals for outside audit services.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve extension of date to receive proposals for outside audit services in the office of the Williamson County Auditor to June 15, 2000, at 10 o'clock a.m. in order to extend scope to include bail bonds and new accounting rules.

Vote: Motion carried 5 – 0

AGENDA 26

Consider approving sub-consultants proposals for Southwest Williamson County Regional Park Comprehensive Master Plan.

Commissioner Heiligenstein advised the six (6) sub-consultant contractors which have been RFI'd by managing consultant Land Strategies, Inc are:

Gray Jansing & Associates, Inc. for civil work;
Hicks and Company Environmental/Archeological Consulting;
Raba-Kistner-Brytest Consultants, Inc. for geo-technical work;
Freeze Nichols, Inc. Engineers,-Environmental-Scientists-Architects for hydrological survey;
Horizon Environmental Services, Inc. for environmental study and
Baker Aicklen & Associates, Inc. Engineers/Surveyors for topography.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve sub-consultants proposals for Southwest Williamson County Regional Park for a total of \$158,024.00.

Vote: Motion carried 5 – 0

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PAUL LINEHAN & ASSOCIATES

May 10, 2000

The Honorable Mike Heiligenstein
Williamson County Commissioner, Precinct One
400 W. Main Street, Suite 218
Round Rock, Texas 78664

Re: Southwest Williamson County Regional Park Comprehensive Master Plan
Subconsultant Professional Development Consulting Services (LSI# 830)

Dear Commissioner Heiligenstein,

As part of our agreement executed with Williamson County on December 19, 1999, we are enclosing all original proposals for professional development consulting services between Williamson County and the various selected subconsultants. Land Strategies, Inc. ("LSI") has been contracted to coordinate the efforts of archeological, historical, environmental, engineering, hydrogeological, geological, and topographic surveying subconsultants which were to be contracted with Williamson County under separate and distinct contracts.

Coordination with the archeological and historical subconsultant surveys involves the verification that no archeological or historically significant sites, will be disturbed or damaged by any proposed park development. The coordinating efforts involving the environmental subconsultant are to further explore the sensitivity of the environmental features that have been previously identified and to determine suitable public uses that would be compatible with the feature sensitivities. Engineering studies are being coordinated to determine and obtain commitments as to the availability of utility services (water, wastewater, electricity, and telephone) for the park site. Coordination of hydrogeological studies are being performed on the permeable aquifer units to develop anticipated yields from these sources that will determine if these formations could produce enough water (i.e. potable and constant level lake) for park needs. Geotechnical studies are being coordinated to determine if site preparation will be difficult and if considerable cutting and blasting are necessary for construction for foundations, buried utility lines, septic systems, fairways, and streets because of the underlying limestone. Furthermore, analysis is being performed to determine the capability of constructing a constant level lake from the total drainage basin contribution to the Honey Bear tributary of Brushy Creek (approximately is 797.5 acres) and the ability of the soils to retain the water. Coordinating efforts involving the surveyor are such that topographical mapping will be performed immediately so that this vital data is available

The Honorable Mike Heiligenstein
Williamson County Commissioner, Precinct One
May 10, 2000
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utilizing aerial photography. Grant application and financing subconsultants, that as we understand are currently under contract with Williamson County, will be coordinated to identify funding issues such as the responsibility for development, construction, operation and maintenance; responsibilities for grant applications and appropriate co-applicants. The subconsultant analysis will be the basis for the preparation of the Refined Master Plan and Phase I Construction Documents.

As we have previously emphasized, it is important for the County to perform a comprehensive overall master plan of the site and to proceed forward with the Phase I improvements in order to commit to the citizens of Williamson County, an established program for recreational uses. Land Strategies stands ready to provide the County with the most comprehensive professional development consulting services in preparation of recreational uses for the Mayfield tract, and their associated costs.

Attached, you will find the original subconsultant proposals for professional development consulting services addressed to Judge John Doerfler. Could you please review the attached contracts and get in touch with us if you have any questions. If there are not any questions, could you put an item on the Commissioner's Court agenda at your earliest convenience. Please contact me, or Mike Wilson if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul W. Linehan". The signature is fluid and cursive, with a large initial "P" and "L".

Paul W. Linehan, ASLA
President

PWL/mww

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Subconsultant	Work Items	Costs
Gray / Jansing Engineers	III7	\$20,000.00
Baker-Aicklen & Associates	III9	\$18,300.00
Hicks & Company Consultants	III1, III2	\$34,024.00
Raba-Kistner - Brytest Consultants	III5	\$13,400.00
Freese & Nichols	III4, III8	\$39,300.00
Horizon Environmental Services	III3, III6	\$33,000.00
Total		\$158,024.00



May 4, 2000

The Honorable Judge John Doerfler
Williamson County Commissioners Court
Williamson County Courthouse
710 North Main Street, 2nd Floor
Georgetown, Texas 78626

**Re: Proposal for Engineering Services to Support the
Southwest Williamson County Regional Park Comprehensive Master Plan
GJA Proposal No. 20016**

Dear Judge Doerfler:

Gray • Jansing & Associates, Inc. (GJA) is pleased to present this proposal for engineering services to support the proposed 558 acre Southwest Williamson County Regional Park Comprehensive Master Plan. The specific service proposed by GJA is the planning for utility infrastructure, roadways, parking lots, building slabs and golf fairways to support the refined Master Plan and Phase I Site Plan prepared by Land Strategies Inc. (LSI). The utility infrastructure will include planning for water distribution and wastewater collection (wet utilities) and electricity and telephone (dry utilities).

Based on our review of the project, GJA proposes the following Scope of Services:

SCOPE OF SERVICES

Planning – GJA will attend meetings with the planning team as requested by LSI to review and discuss the Master Plan elements and coordinate the findings of the consultants.

Analysis for Engineering Recommendations – Based on planning meeting input, GJA will proceed with the evaluations for the Master Plan elements as follows:

- **Wet Utility Demand Analysis and Preliminary Design** – Each facility within the proposed park will be evaluated to quantify the wet utility demand. Research of existing wet utilities in the vicinity of the park will be evaluated to determine the potential for providing service to meet the projected demands. If wet utilities are

The Honorable Judge John Doerfler
May 4, 2000
Page 2

available, coordination with the applicable provider will be conducted to confirm points of connection and possible offsite system upgrades that may be necessary. In the absence of wet utility availability, alternatives will be provided. From the points of connection established from existing or proposed utility service lines, a preliminary routing plan within the park will be prepared. GJA will evaluate and determine the water demand associated with non-domestic use (irrigation, wildlife and recreation) and supply that information to Freeze & Nichols, Inc. for their use.

- **Dry Utility Service** – Demands for dry utility service to the park will be coordinated with the applicable service provider. Routing plans will be determined for service to the park and within the park area.

Structural Improvement Planning – In coordination with the identification of facilities, GJA will provide engineering recommendations regarding the roadways, parking lots, building slabs and golf fairways. These recommendations will be provided for alignment and location only. The geotechnical evaluation to support the suitability of the soils will be provided to GJA by Raba-Kistner-Brytest, Inc. through LSI.

Implementation Schedule – GJA will prepare a proposed schedule for implementation of permitting, final design, bidding and construction of the wet utilities, dry utilities and structural improvements identified in the Scope of Services. GJA will coordinate the schedule with the planned park improvements proposed by the planning team.

Summary Report – GJA will prepare a Preliminary Report summarizing the results of the analysis conducted by GJA. Ten (10) copies of the report will be submitted to LSI. GJA will make one presentation of the Preliminary Report to the Williamson County Commissioners Court. GJA will submit ten (10) copies of the Final Report of the analysis after receiving comments from LSI.

In conducting the services set forth above, GJA assumes the following:

- All relevant and available base maps, aerial photography and the Preliminary Master Plan will be provided by LSI for use in the study.
 - LSI will act as the Williamson County Commissioners Court representative with respect to the services to be rendered by GJA.
 - LSI will provide all criteria and full information as to the requirements for the project. GJA will provide the design objectives and constraints, space, capacity and
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The Honorable Judge John Doerfler
May 4, 2000
Page 3

performance requirements, flexibility and expandability, preliminary construction budgets and schematic design as set forth in this proposal.

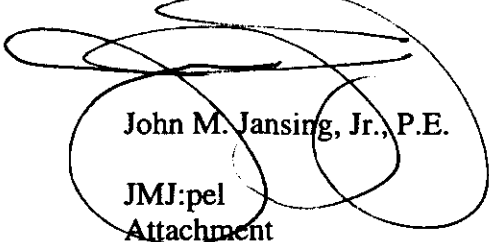
PROPOSED FEE

GJA proposes to provide the services set forth in the Scope of Services on an hourly basis with a fee not to exceed \$20,000. Hourly rates will be billed in accordance with the attached Standard Fee Schedule. Reimbursable expenses will be billed in addition to the hourly services. Reimbursable expenses will include, but not be limited to, plan reproduction, photocopies, facsimile transmission, long distance phone service, and express mail service.

We appreciate the opportunity to present this proposal. Your signature in the space provided below, and return of a copy to our office will serve as our authorization to proceed.

Sincerely,

GRAY • JANSING & ASSOCIATES, INC.



John M. Jansing, Jr., P.E.

JMJ:pel
Attachment

Williamson County
John C. Doerfler

AUTHORIZED BY

5-23-00

DATE

STANDARD FEE SCHEDULE

Personnel:

Personnel cost is reimbursed based on a multiplier applied to "Salary Cost". "Salary Cost" for each employee is based on the employee's actual hourly wage plus benefits. The approximate ranges of hourly "Salary Cost" by personnel classification are as follows:

Principal	\$ 45.00 to 60.00
Project Manager	45.00 to 50.00
Project Staff	20.00 to 35.00
Technical Support	18.00 to 32.00
Field Representative	20.00 to 30.00
Clerical Support	15.00 to 25.00

The normal multiplier for overhead expenses and fees is 2.4 time "Salary Cost".

Travel and Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage on vehicles is computed at a rate of .31¢ per mile.

Reimbursable Expenses/Purchased Services:

All reimbursable expenses and purchased services are invoiced at actual cost plus 10% handling. These include, but are not limited to, costs of reproduction, long distance telephone, facsimile transmissions, subcontract services, rented or leased equipment, and expendable supplies. Reimbursable Expenses are not included in project fees proposed unless specifically stated otherwise.

Terms:

Invoices are submitted monthly for all services rendered during the previous month are are payable "net 30 days". Invoices over 30 days past due will accrue interest at 1.5% per month.

Fee Schedule Adjustment:

Due to the changing cost of doing business the hourly rates listed above will be adjusted as of the billing period starting January 1st of each year. The adjustment will be calculated by a percentage equal to the percentage of difference between the Consumer's Price Index (CPI) published on December 31st of the preceding year and the CPI published on December 31st of the current year.

Effective 11/92

Hicks & Company**Environmental/Archeological Consulting**

25 April 2000

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

Re: Southwest Williamson County Regional Park Comprehensive Master Plan

Dear Judge Doerfler:

Hicks & Company is pleased to present you with this scope and costs proposal to provide both preliminary and design phase archeological services, including regulatory agency coordination, in support of the above-referenced project. Our scope of services also includes providing the necessary documentation regarding historic and prehistoric resources for inclusion into a NEPA-compliant Environmental Assessment (EA) document that will be prepared by others. It is our understanding that this project will entail siting and development of recreational facilities within an approximately 558-acre tract which will become the new Southwest Williamson County Regional Park.

Our investigation will identify all prehistoric and historic resources within the project boundaries, based upon record information and field surveys (the latter performed following specific recommendations from appropriate regulatory agencies). The NEPA documentation effort will include an impacts assessment of the proposed project on these resources, once both the resources and the details of the project are clearly identified. Some types of impacts to prehistoric and/or historic resources that may be relevant to this project and that would be treated in the EA could include damage associated with the construction of roads or buildings, and/or looting of important sites by park users.

A detailed scope of services that we propose to provide for this project is provided below. An itemized budget to provide these services is included as an attachment to this proposal.

Prehistoric and Historic Archeological Services:

The cultural resources component of the Southwest Williamson County Regional Park Master Plan will require a two-phased approach, as described below:

Phase I

The first phase will consist of preliminary background research in order to identify any known or previously recorded historic buildings, archeological sites, cemeteries, State Archeological Landmarks or sites listed

1504 West 5th Street • Austin, Texas 78703 • 512/478-0858 • FAX 512-474-1849

Judge John Doerfler
25 April 2000
Page 2

on the National Register of Historic Places. This initial phase will involve archival research at the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC). The results of the research will be compiled into a brief letter report. Prior to submission to the THC, ten (10) copies of this report will be provided to Land Strategies, Inc. for distribution to and review and approval by the client and project team.

Following their review of the preliminary report, the THC will issue recommendations regarding actions necessary to obtain project clearance under the Texas Antiquities Code. At that point, Hicks & Company will participate in one (1) presentation meeting with the Williamson County Commissioner's Court to present the preliminary findings, and to discuss actions that will be necessary to achieve regulatory compliance based on recommendations by the THC. Implementation of these actions (e.g. archeological field surveys, architectural documentation) will then be conducted in Phase II.

Phase II

The second phase of the work will take place after the THC has reviewed the letter report submitted during Phase I. Phase II will involve an archeological survey of those portions of the property that the THC has recommended for investigation. The survey will be conducted in consultation with the THC and in accordance with their rules of practice and procedure, and will require issuance of a permit by the THC prior to the onset of any field investigations.

Since it is difficult to anticipate the THC's survey recommendations at this time, this proposal assumes that entire 558-acre tract will require archeological investigations under this phase. The scope of our archeological investigations will involve a 100% pedestrian survey of the entire tract. Additionally, archeologists will undertake sub-surface testing in the form of shovel tests and backhoe trenches, with particular effort concentrated along the creeks, streams, and other drainages. Because most of the project area is characterized by level upland topography with thin stony clay soils, we anticipate a low probability for well-preserved, buried archeological sites. The creek drainages, however, carry a somewhat higher potential for buried sites, particularly given the proximity of the project area to several known prehistoric sites of significance.

Following completion of the field work and analysis of the data, the results of the investigation will be compiled into a professional report for submittal to the THC, under the terms of the permit. After approval by the THC, ten (10) copies of the final survey report will be provided to Land Strategies, Inc. All archeological sites identified during the survey will be recorded at TARL, and all artifacts recovered will be curated at that facility.

Hicks & Company will prepare the archeological / cultural resources sections for insertion into an

Judge John Doerfler
25 April 2000
Page 3

Environmental Assessment document that will be prepared by others. Specifically, these sections will include 1) a Baseline or "Affected Environment" section that describes resources within or surrounding the project area, and 2) an Impacts section that discusses potential effects from the project on the existing resources. *Because it is our understanding that detailed site plans showing specific construction areas will not be prepared until after our investigation is complete, we anticipate that the Impacts section of the EA will provide only a general treatment of potential effects, based on a loosely developed plan for the park.*

Finally, Hicks & Company will prepare a letter to Land Strategies, Inc. during Phase II that provides our recommendations for suitable recreational public uses that preserve and/or incorporate any significant cultural, archeological or historical features that are discovered.

Conditions:

Our proposal assumes the following conditions:

- a backhoe and operator will be provided by the County or others; costs for rental of this equipment are not included in our budget;
- all property access arrangements will be made by others;
- any additional cultural resource investigations that the THC might request beyond the initial survey, shovel test, and backhoe trench effort described above are not included in the current scope. Additional tasks such as testing and data recovery at potentially significant archeological sites discovered on the property, or other services that are beyond our current expectations, could require an amendment to our budget.
- detailed recording of significant historic sites (including drawings and detailed photo-documentation) beyond that necessary for the Environmental Assessment, could require an amendment to the budget.

We have prepared this scope and costs proposal as accurately as possible with the current level of knowledge of the project. Hicks & Company assumes that all relevant and available base maps and aerial photography will be provided by Land Strategies, Inc.

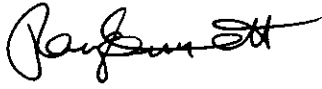
We estimate that the Phase I services can be completed within one month following notice-to-proceed, and that Phase II services can be completed within two months following issuance of recommendations by the THC. Please be aware that protracted response times by regulatory agencies could result in some delay to completion of this work.

Our budget, itemized by task, is included as an attachment to this letter. These services will be billed on a time and materials basis, not to exceed \$ 34,024.00 without prior approval. We appreciate the

Judge John Doerfler
25 April 2000
Page 4

opportunity to work on this project. Please contact me or James Karbula, Senior Archeologist, at (512) 478-0858 if you have any questions regarding this scope and cost proposal.

Sincerely,



Ray Emmett, Ph.D.
Senior Project Manager

Attachment

Williamson County
John C. Doerfler 5-23-00

RECORDERS MEMORANDUM

PAA00-046-01
April 28, 2000

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clearly legible for satisfactory recordation.

**Raba
Kistner**

Raba-Kistner-Brytest Consultants, Inc.
8200 Cameron Rd., Suite C-154
Austin, Texas 78754
(512) 339-1745 • FAX (512) 339-6174

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

RE: Proposal
Geotechnical Study
Southwest Williamson County Regional Park
Williamson County, Texas

We are pleased to provide this proposal for Geotechnical Engineering Services as you requested.

The objective of our study will be to determine subsurface materials and conditions at the site to provide geotechnical recommendations for design of the proposed roadways, parking, building slabs, buried utilities, golf fairways, and surface impoundment. Additionally, we propose to provide natural resource reserves analysis; recommendations for use on on-site materials for construction purposes; and provide construction recommendations.

Assessment of availability and suitability of local materials for construction of the surface impoundment will be provided to Freese & Nichols, Inc. by Raba-Kistner Consultants, Inc. through Land Strategies, Inc.

Assessment of availability and suitability of local materials for construction of the proposed roadways, parking, building slabs, buried utilities, and golf fairways will be provided to Gray Jansing Consulting Engineers, Inc. by Raba-Kistner Consultants, Inc. through Land Strategies, Inc.

We understand all relevant and available base maps and aerial photography will be provided to us by Land Strategies, Inc. Land strategies, Inc. will provide the Preliminary Master Plan, as prepared by Land Strategies, Inc. to us for use as pertinent data relative to the Project.

Guidelines for rock excavation will be made, however, we cannot determine excavation means, methods or sequences. Ultimately, prospective contractors should rely only upon test pits and their own experience prior to submitting bids.

Our geotechnical report will be used by Land Strategies, Inc., Gray Jansing Consulting Engineers, and Freese and Nichols to prepare an Overall Master Plan and a Phase I Site Plan that delineates appropriate locations for proposed improvements.

Scope of Work

We propose to explore the subsurface materials and conditions at the site by drilling 33 borings to maximum depths of 10 feet in a 1000-foot interval grid pattern across the site.

**Raba
Kistner**
1995

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

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Page 2

Subsurface water observations will be conducted in each boring before drilling fluid is used to advance the borings. The samples recovered from the borings will be visually logged in the field, sealed in plastic to reduce moisture loss, placed in core boxes, and transported to the laboratory for further analysis.

Existing conditions, strength and index properties, and characteristics of the subsurface materials will be determined by appropriate laboratory tests on selected samples. The information obtained by our field exploration and laboratory tests will be used in engineering studies to establish preliminary geotechnical design for proposed roadways, parking, building slabs, buried utilities, golf fairways, and surface impoundment. Additionally, we propose to provide natural resource reserves analysis; recommendations for use on on-site materials for construction purposes; and provide construction recommendations.

The results of our analyses will be presented in ten copies of a written engineering report. Additional copies of our report are available at the request of the client for \$50 each.

Budget Estimate

Our fee for the study outlined will be performed for a lump sum of \$13,400. Historically, the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete. This estimate is not applicable after 90 days from the above date.

This estimate does not include costs incurred to provide access to the boring locations which may be inaccessible to our truck-mounted drill rigs and support vehicles.

It is the owner's responsibility to provide the location of all underground utilities in the vicinity of our borings. We cannot accept responsibility for penetrating any utility not located by the owner. Should unanticipated conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you before proceeding with any additional work. Our study will be carried out in accordance with the items discussed in this proposal, our Schedule of Fees for Professional Services, and our Standard Terms and Conditions (Attachments I and II).

Client recognizes that time is of the essence with respect to payment of Engineer's invoices, and that timely payment is a material part of the consideration of this agreement. Client shall pay Engineer for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by Engineer from time to time, but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall so notify Engineer within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

Raba-Kistner

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 Page 3

RECORDERS MEMORANDUM
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Time Schedule

Based on our current workload, we anticipate being able to begin the field exploration portion of this study within 3 to 5 working days of receipt of authorization and notification the borings locations have been staked in the field. The field exploration phase will require 5 to 7 days to complete. Our written report will be available approximately 5 working days after the field exploration phase of the study is complete. This schedule is, of course, contingent upon site accessibility; both legal and physical. Physical access to the site may become restricted by rainfall, however, we will take every reasonable measure to expedite the field exploration portion of this study.

If this proposal meets with your approval, please return one signed copy to provide written authorization for us to begin work. We will be able to schedule the drilling services only after we receive your authorization to proceed and notification the borings have been staked in the field. We have also included an attachment titled "Other Considerations" for your use. Should you need any additional information about other services for this project or for future projects, please complete this form.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project.

Very truly yours,

RABA-KISTNER-BRYTEST CONSULTANTS, INC.

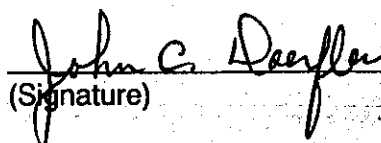


John S. Landwermeyer, P.E.
 Regional Manager



Anthony C. Apple, E.I.T.
 Graduate Engineer

Approved By:

Williamson County

 (Signature)

John C. Doerfler
 (Printed or Typed Name)

County Judge
 (Title)

Encl: Attachments I & II

5-23-00
 (Date)

Raba-Kistner

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 April 28, 2000
 Page 4

RECORDERS MEMORANDUM
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OTHER CONSIDERATIONS

We would like to take this opportunity to inform you that Raba-Kistner-Brytest Consultants, Inc. offers an extensive array of professional consulting, engineering, and testing services. Generally, these fall into two major service areas. They are: 1) new development services which include environmental and construction considerations; and 2) risk management services for the mitigation of impacted sites. Please review the services below and check the appropriate boxes for which you desire specific information related to the service.

NEW DEVELOPMENT SERVICES

- ☐ Environmental Site Assessments
- ☐ Geologic Assessments for Water Pollution Abatement Plans
- ☐ Preliminary Geotechnical Feasibility Studies
- ☐ Geotechnical Engineering Studies for Foundation and Pavement Design
- ☐ Construction Materials Testing During Construction
- ☐ New Fuel Storage Tank System Design
- ☐ Environmental Permitting
- ☐ Building Evaluation Surveys

RISK MANAGEMENT SERVICES

- ☐ Petroleum Storage Tank Investigations, Removal, and Upgrade Compliance
- ☐ RCRA Compliance Audits
- ☐ SARA Title III Compliance Audits
- ☐ Hazardous and Non-Hazardous Waste Minimization Plans
- ☐ Surface and Subsurface Contamination Assessment and Remediation
- ☐ Asbestos, Lead Based Paint and PCB Light Ballasts Surveys, Abatement Design, and Monitoring
- ☐ Spill Prevention Control and Countermeasure (SPCC) Plans
- ☐ Industrial Hygiene Surveys
- ☐ Indoor Air Quality Surveys
- ☐ Wastewater Sampling and Analyses
- ☐ Failure Analyses of Structures and Pavements
- ☐ Insurance Claim Investigations
- ☐ Contact me directly about the above-selected services
- ☐ Forward me information about the above-selected services

Raba-Kistner

RECORDERS MEMORANDUM
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April 28, 2000

ATTACHMENT I

RABA-KISTNER-BRYTEST CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal \$80 to \$160/hour
Professional \$35 to \$95/hour
Technical/Clerical/Administrative \$20 to \$45/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner-Brytest Consultants, Inc. (RKBCI) will be charged according to their professional classification.

EXPENSES:

Use of computer hardware and software (additional charge)

Computer-aided drafting \$30/hour

Computerized word processing,
data base and spreadsheet
management, and modeling \$15/hour

Use of company automobiles will be charged at \$0.42 per mile. Automobiles and light trucks assigned to field sites will be charged at \$30.00 per day, plus \$0.42 per mile over 50 miles per day.

Other project-specific charges for use of RKBCI equipment or for RKBCI testing will be in accordance with established fee schedules. All other project-specific, third-party costs will be charged at cost plus 15 percent.

PAYMENT:

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing rate. Past due invoices may be subject to late charges at the rate of 1½ percent per month (18 percent annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Preparation of non-standard invoices will be charged in accordance with the rates in this fee schedule.

CONDITIONS:

Services will be performed in accordance with our Standard Terms and Conditions. The proposal to which this schedule is attached is valid for 90 days from the date of the proposal.

ATTACHMENT II

RABA-KISTNER-BRYTEST CONSULTANTS, INC.

STANDARD TERMS AND CONDITIONS

1. Raba-Kistner (R-K) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). R-K will be compensated largely on the basis of the time required in rendering these professional services—not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. R-K makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate do not include removal of any waste or cuttings from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate do not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said materials.

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

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7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate do not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. R-K will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services.

In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information.

The report and other instruments of service are prepared for, and made available for the sole use of, the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

12. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

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April 28, 2000

13. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; b) The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.



April 27, 2000

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

Re: Proposal for Southwest Williamson County Regional Park
Phase I Professional Consulting Services for
Hydrogeology and Surface Impoundment

Dear Hon. Judge John Doerfler,

Freese and Nichols, Inc. is please to submit this proposal for providing professional engineering services to Williamson County Commissioner's Court, for the hydrogeologic studies and preliminary design of the surface impoundment, as part of the Phase I Site Plan work for the proposed Southwest Williamson County Regional Park.

We understand that the surface impoundment will be one of the recreational centerpieces of the park and that a groundwater source will possibly be needed to maintain the impoundment at a constant level.

SCOPE OF BASIC SERVICES

Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

1. Perform a preliminary water availability study to determine the requirements to maintain the surface impoundment at a constant level, including:
 - a) determination of water availability from surface water runoff,
 - b) determination of water availability from local aquifer units,
 - c) determination of water losses from evaporation,
 - d) determination of water losses from impoundment leakage and seepage,
 - e) determination of aquifer pumping requirements

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Freese and Nichols, Inc. ■ Engineers ■ Environmental Scientists ■ Architects
6200 La Calma ■ Suite 210 ■ Austin, Texas ■ 78752
512-451-7955 ■ FAX 512-451-7956 ■ www.freese.com

Water demands, such as required for irrigation, wildlife, and recreational usage will be provided to FNI by Land Strategies, Inc. (LSI) and Gray/Jansing Consulting Engineers.

2. Perform a risk assessment of the surface impoundment, utilizing the existing hydrologic and hydraulic computer models FNI developed for the Brushy Creek WCID #1, including:
 - a) develop peak flood inflows for the 100 year, 50% PMF, and 100% PMF floods,
 - b) perform breach analyses of the embankment section to determine the population at risk,
 - c) determine the hazard potential for the impoundment and determine the minimum design flood in accordance with TNRCC dam safety regulations,
 - d) develop preliminary delineation of the 100-year floodplain downstream of the dam for drainage basins with greater than 50 contributing acres, per the City of Round Rock standards.
3. Perform a preliminary design of the surface impoundment including:
 - a) preliminary layouts of up to two (2) embankment heights,
 - b) preliminary layouts of up to two (2) service spillway configurations
 - c) preliminary layouts of up to two(2) service outlet configurations.

In performing the preliminary designs FNI shall utilize the existing hydrologic and hydraulic computer models FNI developed for the Brushy Creek Watershed for Brushy Creek WCID #1.

Assessments of availability and suitability of local materials for construction, assessments of geology, and geotechnical site investigations will be provided to FNI by LSI and Raba-Kistner-Brytest Engineers (RKB).

4. Identify permit and approval requirements for construction of the impoundment and water well, including:
 - a) surface water rights permit (TNRCC)
 - b) dam safety approval (TNRCC)
 - c) Edwards Aquifer Protection Program permit (TNRCC)
 - d) Section 404 permit (U.S. Army COE)
 - e) local site development requirements (Round Rock)
 - f) NPDES permit (TNRCC, EPA)

5. Prepare a preliminary opinion of probable cost for the following:
 - a) water well construction per Task 1,
 - b) alternate embankment, spillway, and outlet construction per Task 3,
 - c) annual operation and maintenance costs for the dam and water well,
 - d) permit and approval costs per Task 4.
6. Prepare an implementation schedule for the permitting, final design, bidding, and construction of the impoundment that coincides with the other planned park improvements, which will be provided to FNI by LSI and Gray/Jansing Consulting Engineers.
7. Prepare a draft Preliminary Design Report of the findings and recommendations. Prepare schematic layout drawings of the alternatives studied. Submit ten (10) draft copies of the report to LSI for the Commissioner's Court review. Upon receipt of final review comments from LSI, submit ten (10) finalized copies of the report to LSI.
8. Attend up to two (2) Meetings, including:
 - a) one (1) project progress meeting with LSI,
 - b) one (1) project presentation meeting with the Williamson County Commissioner's Court to present the Preliminary Report.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

1. Submit the draft preliminary design report within thirty (30) Calendar days upon receipt of available ground survey and topographic data and upon receipt of geologic and geotechnical assessments from LSI and RKB.
2. Submit the finalized preliminary design report within 30 calendar days upon receipt of all final review comments from LSI.

FNI reserves the right of extend the completion schedule due to Commissioner's Court delays. Additional compensation may be requested by FNI if the project is unduly prolonged due to delays beyond the control of FNI.

RESPONSIBILITIES OF WILLIAMSON COUNTY COMMISSIONER'S COURT

Williamson County Commissioner's Court shall perform the following in a timely manner so as not to delay the services of Freese and Nichols:

1. Designate in writing LSI to act as Commissioner's Court representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Commissioner's Court policies and decisions with respect to Freese and Nichols's services for the Project.
2. Provide all criteria and full information as to Commissioner's Court requirements for the Project through LSI.
3. Provide to Freese and Nichols, through LSI, all available information pertinent to the Project including the Preliminary Master Plan prepared by LSI.
4. Arrange for access to and make all provisions for Freese and Nichols to enter upon the Southwest Williamson County Regional Park site as required for Freese and Nichols to perform services under this Agreement, without encroaching upon adjacent private property.
5. Examine all studies, reports, drawings, and other documents presented by Freese and Nichols to LSI, obtain advice of an attorney, insurance counselor and other consultants as Commissioner's Court deems appropriate for such examination and render in writing decisions pertaining thereto through LSI within a reasonable time so as not to delay the services of Freese and Nichols.
6. Commissioner's Court shall make or arrange to have made all subsurface investigations, including, but not limited, to borings, test pits, soil resistivity surveys, and other subsurface explorations by RKB. Commissioner's Court shall also make or arrange to have made the interpretations of data and reports resulting from such investigations by RKB. All costs associated with such investigations shall be paid by Commissioner's Court.
7. Provide all relevant and available site surveys, topographic maps, base maps, and aerial photography through LSI.
8. Provide all relevant water demands from the impoundment for irrigation, wildlife, and recreational usage through LSI and Gray/Jansing Consulting Engineers

COMPENSATION

Compensation to FNI for the Basic Services shall be the lump sum of THIRTY NINE THOUSAND THREE HUNDRED DOLLARS (\$39,300.00). If FNI sees the Scope of Services changing so that Additional Services are needed, FNI will notify the Commissioner's Court, through LSI, for approval before proceeding.

TERMS AND CONDITIONS OF AGREEMENT

We propose to furnish our services as described herein in accordance with Attachment TC, "Terms and Conditions of Agreement."

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described above and wish for us to proceed with this assignment, please sign below and return one copy of the agreement for our files.

Yours very truly,

FREESE AND NICHOLS, INC.



John R. King, P.E.
Principal, Austin Office

WILLIAMSON COUNTY COMMISSIONER'S COURT

By: John C. Daefler
Title: County Judge
Date: 5-23-00

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term Owner as used herein refers to Williamson County Commissioner's Court . The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability		Workers' Compensation	
General Aggregate	\$2,000	Each Accident	\$500
Automobile Liability (Any Auto)		Professional Liability	
CSL	\$1,000	\$3,000 Annual Aggregate	

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgement as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

FNI JAN

OWNER _____

**ENVIRONMENTAL SERVICES, INC.**

20 April 2000

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

HPN 00-080

RE: Revised proposal for services requested at the 400-acre Southwest Williamson County Regional Park at RM 1431 and Sam Bass Road, Williamson County, Texas

Dear Judge Doerfler:

Please accept this letter as Horizon Environmental Services, Inc.'s (Horizon's) proposal to prepare an environmental assessment and karst investigation (including excavation).

ENVIRONMENTAL ASSESSMENT

The National Environmental Policy Act of 1969 requires all projects with fund assistance to be assessed for their environmental effect. The environmental assessment (EA) report will be designed to meet the criteria of the Texas Parks and Wildlife Department. This EA will consist of an on-site investigation and literature review by qualified environmental professionals to describe and document site land use, topography, soils, geology (mineral resources), vegetation, fish and wildlife, water resources (hydrology), wetlands, federally listed species habitat, and any other unique or critical environmental features. In addition, the report will contain a preliminary archeological investigation to learn if there are any recorded or historically significant cultural resources on the subject site. Additionally, this report will summarize the results of the karst investigation described below. Horizon will evaluate how these environmental elements may be impacted by the proposed project.

The habitat assessment portion of the EA consists of an on-site investigation by a qualified biologist, and a literature review. Threatened or endangered species known to occur in Williamson County include the golden-cheeked warbler (GCW), black-capped vireo (BCV), cave-adapted invertebrates (CAIs). Horizon will investigate to learn if habitats exist for any of the federally listed endangered species. Horizon will investigate the existing information contained in the Texas Biological and Conservation Database maintained by the Texas Parks and Wildlife Department in Austin and the US Fish and Wildlife Service.

Horizon will conduct archival research via the Internet at the Texas Historical Commission's *Texas Archeological Sites Atlas* web site to identify any recorded sites or properties listed on the National Register of Historic Places (NRHP) or the list of State Archaeological Landmarks that might occur on the subject site. File and archival searches such as these are usually adequate for general due diligence. However, should either of these

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CORPORATE OFFICE:

P.O. Box 162017 • Austin, Texas 78716 • 2600 Dellana Lane, Suite 200 • Austin, Texas 78746
(512) 328-2430 • FAX (512) 328-1804 • <http://www.horizon-esi.com>

information searches indicate reason for concern, then additional site investigations may be necessary to document site conditions. At this time, we do not propose any on-site archeological investigations.

KARST INVESTIGATION

Per a preliminary karst investigation conducted by Mike Warton and Associates (MWA), at least 30 features warrant further investigation or excavation. Horizon's subconsultant (MWA) will conduct excavations (by hand) to facilitate an assessment of features that may be related to caves, including excavation, biological sampling, development of conservation areas, and recommending plans for significant features, or cave mapping and exploration. MWA will excavate the 30 features to assess the biological or hydrological significance and provide a report of findings.

Horizon will periodically assist MWA during the excavation/exploration process and will use a hand-held global positioning system (GPS), aerial photographs, and the results of previous surveys to accurately map the locations of each feature using AutoCAD14 or GIS.

It should be noted that if a backhoe is used that a special permit from TNRCC must be obtained prior to excavation under the Edwards Aquifer Rules. Therefore, every attempt will be made to conduct the excavations by hand,

Horizon and MWA maintain an Endangered Species Research Permit from the US Fish and Wildlife Service (FWS) to conduct cave excavations where federally listed endangered species may occur. This permit requires us to report the results of our investigations to the FWS at the end of the year. These reports are limited to caves that may provide habitats for the federally listed endangered species. If species of concern are found, they will be collected for positive identification.

Texas Memorial Museum Taxonomist, James Reddell (Invertebrate Specialist), will catalogue the biological collections, make positive species identifications, and will prepare a taxonomic report for all caves that are found to contain habitats for endangered invertebrate species. Some of these costs may not be predictable because they will be based on the quantity and complexity of species that may be found within each cave. Additional costs that might be required in the future, which are not proposed herein, include fees (if any) for complex biologic determinations by James Reddell.

INFORMATION NEEDS

1. **Site Topographic Map and Preliminary Site Plan** (on disk or via e-mail to kristin_miller@horizon-esi.com) an electronic file (preferably in AutoCAD 14) of the topographic contours of the subject site. This map should show all of the following features that apply: floodplain boundaries (if available); existing and finished contours at appropriate, but not greater than 5-foot contour intervals; boring locations from a geotechnical survey (if available); and all water, oil, or monitoring wells.
2. Recent aerial photograph of the subject site, if available.



3. Completed **geotechnical report** showing boring locations and depths, if any.
4. **Names and phone numbers of site contacts** to gain access to the property.
5. **Name and phone numbers of any residents** to notify them of our presence on the subject site.

ESTIMATED COST

The cost for the environmental assessment and karst investigation is not to exceed \$33,000. This cost includes at least 2 meetings, environmental assessment report, karst feature maps, karst excavation, biological sampling, wetland determination, archeological records search, and impact evaluation. Partial invoices may be issued as major project costs are incurred. A breakdown of these costs is provided below:

Karst Investigation (30 features) and Report	\$22,000
Environmental Assessment	<u>\$ 11,000</u>
Total Project Cost (Not-to-Exceed)	\$33,000

Horizon will not proceed with additional services without your prior written approval. If the terms of this agreement are acceptable, please sign below and return 1 copy of this letter (via fax or mail) as Horizon's notice to proceed.

Sincerely,
For Horizon Environmental Services, Inc.

John C. Doerfler 5-23-00
Person Responsible for Authorization and Payment Date
Williamson County
Organization
710 Main Suite 201
Billing Address
Georgetown, Texas 78626
City, State Zip
512-943-1550 512-943-1662
Phone # Fax #

Kristin Miller, RPG¹
Senior Staff Geologist
Environmental Specialist

Payment is due upon receipt of the invoice.
Amounts due after 30 days subject to service charge.

¹ Registered Professional Geologist

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RESUMES OF KEY PERSONNEL

Corporate Experience

Horizon Environmental Services, Inc. (Horizon) has performed hundreds of Geologic Assessments to complete Water Pollution Abatement Plans within the Edwards Aquifer Recharge Zone. The geographic extent of Horizon's Geologic Assessments includes Bexar, Comal, Hays, Travis, and Williamson Counties of Texas, in support of Edwards Aquifer protection.

Horizon is particularly well-qualified to provide both the technical and administrative support required for project planning and permitting efforts related to various federal and state permits or approvals. Overall corporate services provided by Horizon focus primarily upon environmental services other than those related to hazardous substances. However, we have personnel who are ASTM-trained and who have several years of applied experience in performing Phase I Environmental Site Assessments (ESAs) and due diligence reviews for property (real estate) transfers. Horizon's capabilities and experience are very broad in compliance with the National Environmental Policy Act (NEPA), particularly as related to multidisciplinary Environmental Assessments and Environmental Impact Statements (EISs), jurisdictional wetlands, endangered species, cultural resource issues, geologic assessments, cave management, and expert testimony.

Horizon is an Austin-based Texas Corporation with additional offices in Beaumont and Houston, Texas, and Shreveport, Louisiana. Founded in 1987, Horizon is a small-business enterprise as defined by Section 3 of the Small Business Act and the standards established by the Small Business Administration Regulation under CAR 121.

Services which Horizon provides for various clients include jurisdictional wetland determinations; endangered species habitat assessments and surveys; archeological surveys and mitigation (prehistoric and historic); ecological risk and damage assessments; Phase I environmental site assessments; wildlife habitat and wetlands restoration or creation; baseline aquatic and terrestrial investigations (inland and coastal); HEP analyses; IFIM analyses; environmental constraints analyses for alternative project sites, routes, and land development scenarios ("fatal flaw" analyses); post-project land use planning and mitigation; multidisciplinary Environmental Assessments in support of federal and state Environmental Impact Statements; and permit management including preparation, agency coordination, and expert testimony.

C. Lee Sherrod

Lee Sherrod is a cofounder of Horizon and specializes in terrestrial and wetland ecology, endangered species, and environmental assessments. He has more than 21 years of experience in the technical applications of these fields and the regulatory aspects of project compliance procedures. He is a recognized expert in wetlands issues and is certified as a "Professional Wetland Scientist" (No. 000155) by the Society of Wetland Scientists Certification Program, Inc. He has directed hundreds of wetland assessment and permitting assistance projects throughout the southern US that have included jurisdictional wetland delineation; aerial photographic interpretation and mapping; habitat creation, enhancement and reclamation; and

shoreline stabilization and mitigation planning. Mr. Sherrod has been qualified as an expert witness in federal court regarding wetlands and endangered species issues and has been regularly invited to give presentations and lectures on these issues at conferences and universities. He has been a longstanding steering committee member of a state organization comprised of scientists and regulators to further endangered species research and conservation efforts. He has successfully represented private applicants in many of the Section 10(a)(1)(B) permits (Endangered Species Act incidental take of endangered species) issued in the Albuquerque Region of the US Fish and Wildlife Service. He is HEP (US Fish and Wildlife Service Habitat Evaluation Procedure) certified and has participated in many HEP analyses, performing the computer analysis for many of these studies. He brings an enormous amount of practical experience and expertise to any project to simplify environmental assessment and regulatory permitting assistance, particularly as related to wetlands and endangered species.

Kristin Miller

Kristin Miller is a graduate of the University of Texas at Austin with 2 bachelor degrees in Geological Sciences and Geography (Environmental Resource Management). Ms Miller is currently working on a master's program at UT-Austin in Geomorphology with a specialization in karst sediment transport. She is Registered Professional Geologist (Mississippi Registration #0523), Environmental Specialist, Senior Staff Project Manager, and Senior Staff Geologist with Horizon. Ms. Miller has more than 9 years experience in environmental consulting and 7 years experience at the Texas Natural Resource Conservation Commission (formerly Texas Water Commission) and Texas Water Development Board.

Ms. Miller is an ASTM-trained Environmental Site Assessment (ESA) Professional and has hundreds of Phase I ESAs in the State of Texas. Ms. Miller provides due diligence investigations regarding the potential for hazardous substance liabilities. Ms. Miller prepares Phase I ESAs that meet or exceed nationally accepted standards set by the ASTM Practice E-1527-97.

Ms. Miller has been caving since 1982, where she began as a tour guide and part-time volunteer, surveying Inner Space Caverns in Georgetown, Texas. Ms. Miller has performed hundreds of geologic assessments within the Edwards Aquifer Recharge Zone in Central Texas. She is a member of the Geological Society of America, Austin Geological Society, and National Speleological Society.

Ms. Miller's resume includes geologic assessments; cave studies; karst investigations; cave closure and management plans; NOI and FERC documentation; biological sampling; integrated pest management; endangered species habitat assessments; population surveys; territory mapping; wetland determinations and planting, project management; and state, local, and federal environmental permitting assistance. She is authorized to conduct biological sampling and is listed on Horizon's Scientific Collection Permits. Ms. Miller has conducted hundreds of endangered species habitat assessments for the federally protected golden-cheeked warbler, black capped-vireo, and cave-invertebrate species. She provides technical, biological, and geological support and on-site investigations for Environmental Impact Statements throughout Texas and Louisiana.

Shannon Dorsey

Shannon Dorsey is a graduate of Southwest Texas State University's master's program in Wildlife Biology. As a Senior Staff Project Manager, Mr. Dorsey has had extensive experience in the field of wildlife biology, project management, permitting, and consulting. Mr. Dorsey has been involved with endangered species, conducting both habitat assessments and presence/absence surveys, territorial mapping for several local and nationwide species, as well as Section 10(a)(1)(B) permits (Endangered Species Act incidental take of endangered species). Mr. Dorsey is skilled and experienced in on-site investigations that include habitat assessment, wetland determinations and delineations, Phase I Environmental Site Assessments and Phase II sampling, recognition of karst characteristics, recharge features, and suitable endangered species habitats. Mr. Dorsey has experience in FERC filing and compliance for both 7(c) and non 7(c) projects as well as training pipeline personnel in Environmental Compliance. Mr. Dorsey is an ASTM-trained Environmental Site Assessment (ESA) Professional and has conducted more than 200 Phase I ESAs in the State of Texas. Within the scope and limitations of ASTM Practice E-1527-97, Mr. Dorsey provides due diligence investigations regarding the potential for hazardous substance liabilities. Mr. Dorsey prepares Phase I ESAs that meet or exceed nationally-accepted standards set by the ASTM Practice E-1527-97 and assures that all of Horizon personnel involved with Phase I and II ESAs are properly trained and informed of any changing regulations or industry standards.

Mr. Dorsey is a Registered Environmental Professional (REP No. 5914) and Senior staff Biologist with Horizon. Mr. Dorsey has more than 7 years of consulting experience.

Philip L. Frasier

Phil Frasier has 2 bachelor of science degrees in Wildlife & Fisheries Sciences and Agriculture Business. He has more than 17 years experience in wildlife biology, land resources, and game management. His applied experience includes endangered species habitat assessments and surveys (including cave-adapted invertebrate studies); land assessment, use and conservation planning; wildlife game and biology management; economic planning, budgeting, marketing and profit accountability; exotic game operations; species introduction; program management; whitetail breeding; game conservation; ranch and land management; ecological baseline studies; aerial census; spotlight counts; netting and pen capturing techniques; and ecological data analyses. Mr. Frasier has also assisted in environmental assessments and wetland delineation projects, including a 3500-acre site in Brownwood, Texas, performed for the Texas Army National Guard. Wildlife Biology, Land Resources and Game Management.

Zane Homesley

Zane Homesley is a biologist with more than 3 years of research experience, including fish and wildlife population surveys, wildlife tracking, invertebrate surveys, and habitat assessments. Most recently, Mr. Homesley has participated in field investigations for aquifer recharge features and has conducted endangered species surveys. He has also assisted in several wetland delineation projects and contributed to Section 10(a) permit applications for incidental takes of endangered species.

Valerie Enck

Valerie Enck has more than 7 years of experience in applied ecological research and consulting. Ms. Enck's areas of specialization include wetland ecology, wetland delineation and permitting, environmental assessment and permitting assistance, habitat creation and enhancement, and endangered species. Her experience includes US Army Corps of Engineers Section 10/404 permitting assistance and Florida Water Management District permit actions for an array of land and water development projects; wetland delineations and characterizations; design and implementation of wetland creation and enhancement projects; vegetation/habitat delineations and characterizations from aerial photography and ground reconnaissance; ecological monitoring and research; and many surveys and evaluations for rare, threatened or endangered animal species. Types of projects in which Ms. Enck has participated in or managed include coastal and inland land development; wetland creation and enhancement; habitat mitigation; dredging activities; ecological surveys; baseline monitoring; surface mine permitting; natural gas and oil development; wastewater to wetlands; and ecological research.

Ms. Enck attended the University of Florida where she studied and assisted on numerous research projects at the Center for Wetlands and Water Resources Research and was awarded a Graduate Wetland Certificate. She specializes in wetland ecology, delineation, permitting assistance, and mitigation. She also has endangered species, environmental assessment, and pipeline inspection experience.

Ms. Enck has performed in excess of 100 wetland delineations and directed or assisted in obtaining over 80 wetland resource permits. She has also directed or assisted on numerous wetland mitigation design, installation, and monitoring projects. Additional experience includes performing endangered species surveys and permitting, environmental assessments for land planning, and vegetation and wildlife surveys.

Jason John

Jason John graduated from the Colorado School of Mines in 1995 with a Bachelor of Science degree in Geophysical Engineering and a minor in Geology. He is currently a geologic field technician at Horizon and is studying Stratigraphy in the graduate program at UT. While in undergraduate and graduate school, Mr. John worked as a geoscience intern in Texas, Louisiana, and Alaska where he produced isopach structural porosity, permeability, water saturation, and net sand maps for key reservoir horizons of an undeveloped reservoir and conducted research on stratigraphic, structural, exploration histories. Mr. John researched and compiled regional cross-sections of the Gulf of Mexico and synthesized several of them to gain a regional understanding of the subsurface structure, stratigraphic units, and facies changes of the onshore area. He also worked for the Department of Water Resources in Arizona as an Engineering Aide where he conducted snow and rain surveys and prepared geologic maps for digitization. Mr. John's computer skills include ARCview, GEOLOG, Geoquest, AutoCAD, and technical software programs.

Clay Fischer

Clay Fischer is a graduate of Texas A&M University-Kingsville master's program in Range and Wildlife Management. Mr. Fischer has been with Horizon as an environmental specialist for 2 years. Mr. Fischer's resume covers 4 years of research and 2 years of

environmental consulting experiences, including wildlife population surveys, wildlife trapping, radio-telemetry, botanical surveys, City of Austin Environmental and Habitat Assessments, Phase 1 Environmental Assessments, EPA Notice of Intent Environmental Assessments, FCC Biological Assessments, and Section 404 wetland determination/delineation. Mr. Fischer is also experienced with Internet-based literature surveys and data acquisition. He has also contributed to Section 10(a) permit applications for incidental take of endangered species, field investigations for aquifer recharge features, and has experience with FERC pipeline construction inspection.

Jennifer A. Oshel

Jennifer Oshel is a graduate of Michigan State University's Environmental Studies program, where she focused on Community and Organizational Planning and Management and specialized in Environmental Economics. Prior to joining Horizon she was involved in environmental underwriting where she was responsible for constructing comprehensive coverage programs for storage tanks and new computer software development. For the Ingham County, Michigan Bureau of Environmental Health she surveyed and inventoried Class V wells, assisted with inspections of underground storage tanks and wastewater treatment facilities as well as updating the County Solid Waste Management Plan and reviewing SARA Title III EHS Site Plans. Ms. Oshel worked with Woldumar Nature Center in Michigan to implement a water quality program in Senior Earth Sciences Classes. This program focused on water quality monitoring, data collection and analysis, and community problem solving and action. Recently, Ms. Oshel has been participating in Phase I Environmental Site Assessments for Horizon, as well as water quality monitoring and assessment.

Brian Butler Hunt

Brian Hunt graduated from the University of Texas at Austin with a Bachelor of Science degree in General Geology in 1996. He is currently a staff geologist at Horizon while completing the Masters of Science (MS) program in Structural Geology graduate program at UT. Mr. Hunt worked for the US Geological Survey (USGS) as a field geologist mapping Tertiary and Quaternary sediments and faults in western Oregon for hazard assessments of the northwestern United States. He also worked on compiling digital geologic maps and cross-sections for publication by the USGS. He has additional mapping and field experience conducting his own MS field-based research and teaching summer field geology courses for the University of Texas Department of Geological Sciences. Mr. Hunt has worked for Anadarko Petroleum Corporation developing depositional models based upon well log data for natural gas exploration.



BAKER-AICKLEN
& ASSOCIATES, INC.
Engineers/Surveyors

May 1, 2000

Proposal No. 00-7024R

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

RE: Proposal For Professional Services for Topographic Mapping of Southwest Williamson County Regional Park

Dear Judge Doerfler:

As part of the Team with Land Strategies Inc., Baker-Aicklen is please to submit our proposal for professional surveying services related to the above referenced project. Our proposal is to provide a Topographic Map. Below is a more specific list of our proposed Scope of Services and Basis of Compensation.

SCOPE OF SERVICES

A. TOPOGRAPHIC MAPPING

1. Provide Topographic mapping of the subject site utilizing aerial photogrametric mapping.
2. Place panel points to control the aerial mapping. Coordinates will be provided in NAD 1983 (96) Texas State Plane Coordinate System. Vertical values will be on a NAVD 1988 datum. Surface combined scale factor for this project will also be provided.
3. Utilizing the services of Western Air Maps, Inc., prepare a topographic map showing contours and visible planimetric features. Mapping will be provided on a two-foot contour interval map.
4. Sufficient property corners will be located on the project datum to orient the boundary and the topographic mapping. This does not represent a Land Title Survey. The complete boundary will be shown on the topographic map. All boundary lines will be annotated with bearings and distances and the overall acreage shown.
5. The bore holes, as provided from Raba-Kistner-Brytest, will be located in the ground and shown on the topographic map.

Judge John Doerfler
May 1, 2000

Proposal # 00-7024R
Page 2

6. The critical environmental features, as provided by Horizon Environmental, will be located in the field and shown on the topographic map.
7. Any cultural, archeological or historical features, as identified by the Hicks and Company, will be located in the field and shown on the topographic map.

CLARIFICATIONS

1. It is our understanding that Land Strategies, Inc. will act as the Commissioner's Court representative as respect to this agreement.
2. Land Strategies will provide to Baker-Aicklen & Assoc., Inc. a preliminary master plan to assist in performance of this scope.
3. Not knowing the extent of the bore hole locations, critical environment features, cultural, archeological or historical features that need to be located, Baker-Aicklen & Assoc., Inc. has budgeted five (5) days for these assignments.

BASIS OF COMPENSATION

We propose to provide the above-described Scope of Services on a lump sum plus reimbursable expense basis as listed below:

A. TOPOGRAPHIC MAP

Panel Layout and Control	\$7,500.00
Aerial Mapping	\$3,500.00
Location of Miscellaneous Items (5, 6, and 7)	<u>\$7,300.00</u>
TOTAL:	\$18,300.00

The lump sum amounts proposed above are based upon personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes or plan revisions beyond our control will be considered reasonable cause for us to seek additional compensation for services not included in this amount. Such services may be compensated for on an hourly charge basis or at a mutually agreed to lump sum and will not be provided without prior authorization. The estimated amount does not include sales tax, which is mandated by State law on certain types of surveys. The Firm's professional liability is limited to the total amount of compensation to a maximum of \$50,000.00.

If this proposal is acceptable, please endorse the enclosed agreement and return a copy to our office. We are prepared to commence work immediately upon your authorization

Judge John Doerfler
May 1, 2000

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Thank you for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to being of service to you.

Sincerely,



Donald J. Kirby, R.P.L.S.

DJK/vmb

Enc.
O:\00pro\00-7024Rpro.doc

Williamson County, as CLIENT engages Baker-Aicklen & Associates, Inc. as SURVEYOR to perform professional services for the assignment described as follows: Surveying Services for a Topographic Map of Southwest Williamson County Regional Park, Round Rock, Williamson County, Texas. See attached letter proposal No. 00-7024R dated May 1, 2000.

- I. **SERVICES:** SURVEYOR agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.
- A. **BASIC SERVICES:**
See attached letter proposal No. 00-7024R dated May 1, 2000.
- B. **SPECIAL SERVICES:** All work performed by SURVEYOR which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Special Services. These shall include:
1. Travel and subsistence to points other than SURVEYOR'S or CLIENT'S offices and project site.
 2. Copies of final reports, studies, drawings and other data in excess of one (1) set.
 3. Revisions to approved reports, studies, drawings and other data.
 4. Other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Surveyor practice.
- II. **COMPENSATION:** CLIENT agrees to pay SURVEYOR for above described services in accordance with the following descriptions, definitions, terms and conditions.
- A. **BASIC SERVICES:** Compensation will be on a lump sum basis of \$18,300. plus reimbursable expenses.
- B. **ADDITIONAL SERVICES:** SURVEYOR'S compensation will be on an hourly-charge basis for personal services (defined below) plus Reimbursable Expenses (defined below):
1. **HOURLY CHARGE:** Hourly charges are to be based on the current Standard Rate Schedule effective at the time of billing. The current Standard Rate Schedule effective August 1, 1998, is attached.
 2. **REIMBURSABLE EXPENSES:** Expenses in connection with Additional Services shall include transportation and subsistence, cost of SURVEYOR'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
 - a. Transportation by SURVEYOR'S vehicles: at SURVEYOR'S standard rates if destination exceeds a 50-mile radius of SURVEYOR'S office.
 - b. Reproduction performed in SURVEYOR'S office: at prevailing commercial rates.
 - c. All others: actual cost to SURVEYOR plus 10% service charge.
- III. **PAYMENTS:** SURVEYOR will invoice CLIENT semi-monthly in amounts based on SURVEYOR'S estimate of the portion of the Basic Services completed, plus charges for Special Services performed. CLIENT agrees to promptly pay SURVEYOR at his office in Travis County, Texas, the full amount of each such invoice upon receipt. A charge of 1.5% per month may be added to the unpaid balance of invoices not paid within 30 days after date of invoice. If the invoice is not paid within 60 days, SURVEYOR may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice.
- IV. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, CAD files, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR; however, Client will be furnished, upon request duplicate copies of original drawings, CAD files and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.
- V. **INSURANCE:** SURVEYOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. SURVEYOR also agrees to maintain public liability insurance covering claims against SURVEYOR for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.
- VI. **LIABILITY LIMITATION:** SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement.
- VII. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- VIII. **TERMINATION:**
- A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII. B below.
- B. **COMPENSATION PAYABLE ON TERMINATION:** On Termination, by either CLIENT or SURVEYOR, CLIENT shall pay SURVEYOR with respect to Basic Surveyor Services which have been completed an amount fixed by applying the rate specified for Special Services in paragraph II. B to all Basic Services performed to the date of termination, plus an amount fixed by applying the rate specified in paragraph II. B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- IX. **SUCCESSORS AND ASSIGNS:** CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.
- X. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:
Attached letter proposal 00-7024R dated May 1, 2000 forms a part of this agreement, as well as attached Standard Rate Schedule that may change without notice in consideration of changes in price indices and pay scales applicable to the period when services are in fact being rendered.
- XI. **INVALIDATION:** If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.
- XII. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

By: Williamson County
John C. Daerfler
Date: 5-23-00

By: BAKER-AICKLEN & ASSOCIATES, INC.
[Signature]
Date: 5/1/00

STANDARD RATE SCHEDULE
(Labor Rate Table 35)

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Effective March 1, 2000, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Project Engineer /Surveyor/Planner.....	\$110.00 per hour
Staff Engineer/Surveyor/Planner	\$95.00 per hour
Project Designer/Coordinator	\$85.00 per hour
Engineering Assistant/Surveying Assistant/GPS Processor	\$65.00 per hour
Senior Engineering/Surveying CAD Technician	\$60.00 per hour
Engineering/Surveying CAD Technician/Field Representative	\$55.00 per hour
CAD Draftsman	\$45.00 per hour
Secretary	\$45.00 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rates
Principal (as appropriate)	\$120.00 per hour

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$70.00 per hour
2-Man Field Party	\$95.00 per hour
3-Man Field Party	\$120.00 per hour
4-Man Field Party	\$145.00 per hour
GPS Field Unit with Operator (Note 5)	\$100.00 per hour
GPS Field Unit without Operator (Note 5)	\$60.00 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles (Note 1)	\$ 0.35 per mile
By Firm's Survey Trucks (Notes 1, 2, 3 & 4)	\$ 0.35 per mile
Subsistence of out-of-city work	\$100.00 per day
Reproduction & Printing by Firm,	Prevailing Com-
Survey Stakes, Lathes, Iron Rods	mercial Rates Or
and other Direct Expense	Cost, Plus 10%

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Party stand-by time will be charged for at the above-shown appropriate rates.
5. Rates apply to actual time GPS units are in use. All other time will be charged as appropriate normal field party rates.
6. The firm's professional liability is limited to the total amount of compensation associated with a specific project up to a maximum of \$50,000.

AGENDA 27

Consider approving resolution with TxDOT for Transportation Enhancement Project named Williamson County Cross-County Heritage Trail.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve resolution with TxDOT for Transportation Enhancement Project, named Williamson County Cross-County Heritage Trail.

Vote: Motion carried 5 – 0

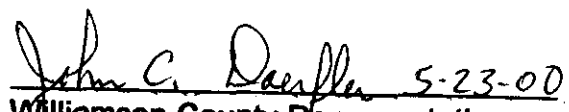
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CSJ: 0914-05-107
Williamson County
Williamson County Cross County Heritage Trail

Patsy Warren - TxDOT Austin District

Pursuant to 43 TAC 15.52(8)(B), the local government, Williamson County requests TxDOT approval to assume the responsibility for bid opening, construction, and construction management for the specific project designated above.

The County of Williamson will commit in the project advance funding agreement to comply with all federal, state and department requirements and will agree to forfeit any claim to federal and/or state reimbursement if we are not in compliance.


Williamson County Representative
John C. Doerfler, County Judge

RESOLUTION NO. _____

**RESOLUTION OF WILLIAMSON COUNTY TO ENTER
INTO AN AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION
FOR A TRANSPORTATION ENHANCEMENT PROJECT NAMED
WILLIAMSON COUNTY CROSS-COUNTY HERITAGE TRAIL**

WHEREAS, the County of Williamson prepared and submitted to the State a nomination form for consideration under the Statewide Transportation Enhancement Program; and

WHEREAS, the County of Williamson agrees to comply with certain federal and state laws as outlined in 23 CFR 172 for the design phase and 23 CFR 635 for the construction phase of the project; and

WHEREAS, the County of Williamson agrees to comply with all other federal and state laws as outlined in "ADVANCED FUNDING AGREEMENT for a TRANSPORTATION ENHANCEMENT PROJECT" executed by the County of Williamson and the Texas Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the County of Williamson enters into an agreement with the Texas Department of Transportation through their Transportation Enhancement Program and adopts 23 CFR 172 and 23 CFR 635 as their procedures for the design and construction phases, respectively, for the purpose of initiating the Williamson County Cross-County Heritage Trail project.

RESOLVED this the 23rd day of May, 2000

John C. Daerflin 5-23-00

CSJ: 0914-05-107
 Project: STP 00(534)TE
 County: Williamson

STATE OF TEXAS §
 COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For a TRANSPORTATION ENHANCEMENT PROJECT

This Advance Funding Agreement for a transportation enhancement project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Williamson County, acting by and through its duly authorized officials hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Statewide Transportation Enhancement Program for the project which is briefly described as the Williamson County Cross-County Heritage Trail, hereinafter called the Project; and

WHEREAS, the Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21) codified under Title 23 U.S.C. Section 101 et seq., authorize transportation programs to meet the challenges of protecting and enhancing communities and the natural environment and advancing the nation's economic growth and competitiveness; and

WHEREAS, ISTEA and TEA-21 establish federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 108065 awarding funding for projects in the 1999 Program Call of the Statewide Transportation Enhancement Program, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Statewide Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

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, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the respective agreements fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This agreement may be terminated by any of the following conditions:

- by mutual written consent and agreement of all parties.
- by any party with 90 days written notice
- by either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party

A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

B. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.

C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program, and this Agreement terminated, if:

- i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
- ii. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
- iii. The Local Government withdraws from participation in the Project.
- iv. The Project is not implemented within a reasonable time, as determined by the State in consultation with the Local Government. In absence of information suggesting that a shorter or longer period is appropriate, three years or less from the date of inclusion in the Statewide Transportation Improvement Plan (STIP) will be presumed to be a reasonable time.
- v. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

This Agreement may be amended due to changes in the work or amount of funding required to complete the Project or other material, required changes in the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work

The scope of work for the Project, as described in the nomination form and as approved by the Texas Transportation Commission, consists of constructing a multi-use trail at the Bagdad Heritage Trail Crossing (Williamson County Cross-County Heritage Trail).

5. Right of Way and Real Property Acquisition

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of a project site under a local project advance funding agreement (LPAFA), the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced

person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it must be provided by a non-governmental entity and cannot be donated by a federal, state or local government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
- C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government as permanent records.
- D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- E. Condemnation shall not be used to acquire real property for this enhancement Project.

- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

6. Utilities

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments.

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. This may include, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- a. per agreement; or
- b. per all applicable statutes or rules.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government shall coordinate all environmental documentation through Mr. Mike Walker, Austin District Environmental Coordinator, TxDOT, 512/832-7168.
- B. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
- C. The Local Government is responsible for the cost of any environmental mitigation and remediation associated with the development and implementation of the project.
- D. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- E. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.
- F. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nominating form and approved by the State.

Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

- A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two AASHTO publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.
- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval by issuance of a letter of authority.
- C. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed eighty percent (80%) of the eligible authorized costs.

10. Construction Responsibilities

- A. Upon approval by the State the Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- C. After the Local Government determines a low bidder, the Local Government shall transmit a copy of each bid, bid bond and a letter of award or rejection for State concurrence prior to further action.

D. All contract change orders must be approved by the State.

E. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

Any field changes, supplemental agreements or revisions to the design plans which may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years, unless otherwise specified in a municipal maintenance agreement or multiple use agreement executed by both parties. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

12. Local Project Sources and Uses of Funds

- A. Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, architectural and engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. Costs may be shifted between work categories after receiving written approval from the State.
- B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and dollar amounts to be contributed to the Project by federal, state, and local sources.

- C. The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses. Donations made by a non-governmental organization of real property, cash, materials, and services required for the development of the Project may be eligible to count towards the local funding share of a project as in-kind contributions. In order to be considered as an eligible in-kind contribution, donations must be made by a non-governmental organization. The value of the donated contributions of real property, materials, or services will be based on fair market value. In-kind donations of services are limited to preparation of plans, specifications and estimates, and may account for no more than ten percent (10%) of the allowable Project's cost. The remaining balance of the local contribution shall be in cash, donated real property or materials. The Local Government may also provide services or materials to reduce the overall cost of a Project, but it will not be considered as an in-kind contribution. Donations of real property must be from private ownership to public ownership for Project purposes.
- D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project cost incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed, are not eligible for reimbursement.
- E. Following execution of this LPAFA, but prior to the performance of any review work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" to cover the estimated cost for the State's review and coordination work with the local government. The Local Government shall advance to the State a minimum of 2% of the identified administrative expenses. The estimated amount of the advance for this Project is \$4,758.00. Any additional costs required for State administration of the Project will be requested after completion of the project and a state audit.
- F. N/A
- G. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Government in accordance with this Agreement.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

State: William C. Garbade, P.E.
Austin District Engineer
P. O. Drawer 15426
Austin, Texas 78761-5426

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

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

15. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

17. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

18. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

19. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

20. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

21. Inspection of Books and Records

The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their

duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

22. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

26. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Signatory Warranty.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: Williamson County
John C. Daefler

Title: County Judge

Date: 5-23-00

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission 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.

By: _____
Jennifer D. Soldano, Director
Contract Services Office

Date: _____

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA (Approve entering into an agreement with the State)

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

SOURCE OF FUNDS REQUESTED

Total Itemized Budget (from page 1)	1. \$ 1,189,500.00
In-Kind Contributions (If applicable):	
Real Property	\$ 0.00
Cash	\$ 0.00
Materials	\$ 0.00
Services	\$ 0.00
Total In-Kind Contributions	2. \$ 0.00
Subtotal Value of Project (Line 1 + Line 2)	3. \$ 1,189,500.00
Administrative Expenses (20% of line 3)	4. \$ 237,900.00*
Total Value of Project (Line 3 + Line 4)	5. \$ 1,427,400.00
Local Match:	
42% of Total Value of Projects (Line 5)	6. \$ 599,508.00
Less In-Kind Contributions (Line 2)	7. \$ 0.00
Local Match (Line 6 less Line 7)	8. \$ 599,508.00
Federal Funds Requested (58% of Line 5)	9. \$ 827,892.00

*Initial estimated administrative costs are \$4,758.00 – additional monies may be required after an audit of the completed project.

AGENDA 28

Discuss and take appropriate action concerning adoption of county-wide Hazardous Communication Policy.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve adoption of revised Williamson County Hazard Communication Act (THCA) of 1993.

Vote: Motion carried 5 – 0

< Clerk copy here >