

AGENDA ITEM 32

Consider authorizing the County Judge to execute an advanced funding agreement with the State of Texas regarding installation of traffic signals at Cedar Breaks Road and Williams Drive.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To authorize the County Judge to execute an advanced funding agreement with the State of Texas regarding installation of traffic signals at Cedar Breaks Road and Williams Drive.

Vote: 5 – 0

< Attachment >

CSJ: 6072-77-001
Williamson County

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

THIS Local Project Advance Funding Agreement (LPAFA) 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, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 85094 that provides for the development of, and funding for, the project describe herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated 10/9/2001, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

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. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Scope of Work
The scope of work for this LPAFA is described as the installation of a traffic control device at the intersection of RM 2338 and Cedar Breaks Road in Williamson County. This device will remain in place, upon realignment of Shell Road by the Local Government, unless agreed upon by both parties and addressed in an amendment to this agreement, executed between the Local Government and the State.

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5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, if determined by the State to be necessary for this Project.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, if determined by the State, to be necessary for this Project.
7. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception, if determined by the State, to be necessary for this Project.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, if determined by the State, to be necessary for this Project.
9. Engineering Services will be provided by the Local Government. The Local Government is responsible for performance of any required preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government, if determined by the State, to be necessary for this Project.
10. Construction Responsibilities will be carried out by the State, utilizing an on-site maintenance contractor.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement.
 - d. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation " in the amount specified in Attachment C as the local contribution for Preliminary Engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering as stated in the Local Project Sources and Uses of Funds provision of the Master Agreement.
 - e. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any others costs owing.
 - f. 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.
 - g. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the local entity.

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The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.

13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document, if requested. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. 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 *Williamson County*

By: *John C. Daerfler*
(Signature)

Title: *County Judge*

Date: *10-9-01*

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: _____
William C. Garbade, P.E.
Austin District Engineer

Date: _____

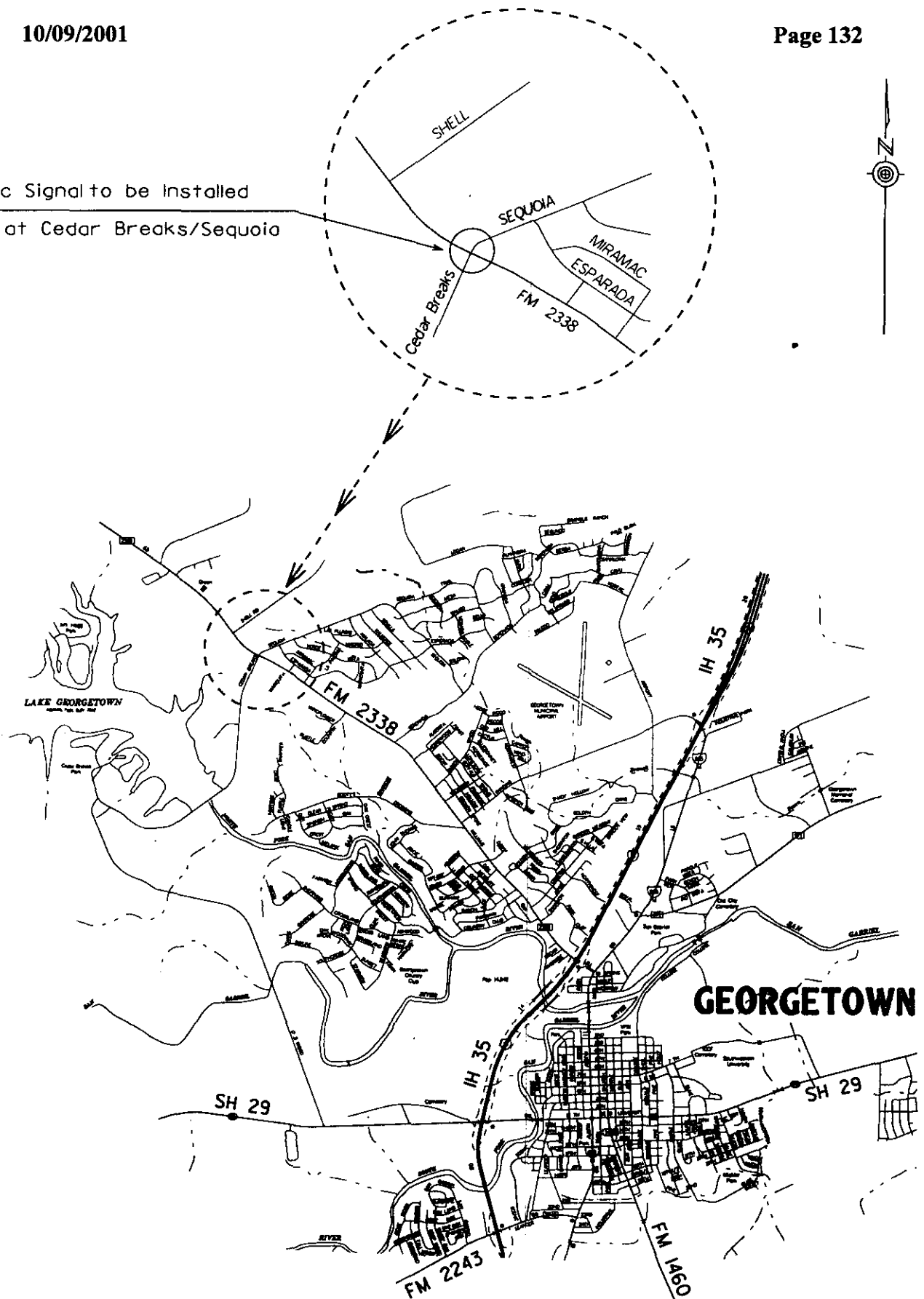
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**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

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**ATTACHMENT B
PROJECT LOCATION MAP**

Traffic Signal to be Installed
FM 2338 at Cedar Breaks/Sequoia



Locator Map

Traffic Signal Installation

FM 2338 at Cedar Breaks/Sequoia

Williamson County

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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Description	Total Estimate Cost	Federal Participation	State Participation	Local Participation		
				Prior to EDC (20%)	EDC Adjustmen t 61.5% (-)	Actual Participatio n
Land (no cash contribution)						
Utilities (no cash contribution)						
Environmental (no cash contribution)						
Preliminary Engineering	0	\$0.00	0	0	0	0
Construction	\$80,000.00	0	0	0	0	0
SUBTOTAL	\$80,000.00	N/A	N/A	N/A	N/A	N/A
Engineering & Contingencies (E&C) (Estimated @ xx% of Construction)	0	0	0	0	0	0
TOTAL	\$80,000.00	0	0	0	0	0
First Payment due prior to PS&E by State	N/A					0
Second payment due 60 days prior to the project letting	N/A					0

Total participation required from the local government = \$80,000.00 (This total includes TxDOT administrative and indirect costs.

ORDER

WHEREAS, Commission Minute Order 85094 authorizes the Texas Department of Transportation ("TxDOT") to undertake and complete highway improvements generally described as installation of a traffic control device at the intersection of RM 2338 and Cedar Breaks Rd. in Williamson County, and

WHEREAS, TxDOT requires Williamson County ("County") to participate in said improvements by funding a portion of the improvements, and

WHEREAS, the County wishes to enter into an Local Project Advance Funding Agreement (LPAFA) with TxDOT for installation of a traffic control device at the intersection of RM 2338 and Cedar Breaks Rd. in Williamson County, and

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS,

That the County Judget is hereby authorized and directed to execute on behalf of the County an Advance Funding Agreement with TxDOT for installation of a traffic control device at the intersection of RM 2338 and Cedar Breaks Rd. in Williamson County, a copy of said agreement attached hereto as Exhibit "A" and incorporated herein for all purposes.

The Court hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Order was

adopted was posted and that such meeting was open to the public as required by law at all times during which this Order and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 9th day of October, 2001.

WILLIAMSON COUNTY

By: John C. Doerfler 10-9-01
JOHN DOERFLER, County Judge

AGENDA ITEM 33

Consider authorizing the County Judge to execute an interlocal agreement with the City of Austin regarding reimbursement for right of way and related costs for properties on RM 620 and 183A within city limits of Austin, Texas. in Williamson County.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To authorize the County Judge to execute an interlocal agreement with the City of Austin regarding reimbursement for right-of-way and related costs for properties on RM 620 and 183A within the city limits of Austin, Texas in Williamson County.

Vote: **5 – 0**

< Attachment >