

**AGENDA ITEM 16**

Discuss and consider taking action on final plat of Chandler Creek, section 17.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve final plat of Chandler Creek, section 17.

Vote: 4 - 0

**AGENDA ITEM 17**

Discuss and consider taking appropriate action on policy and procedures as related to developers escrow agreements between Texas Department of Transportation and Williamson County.

Judge Doerfler removed this item from the consent agenda.

County Engineer Joe England discussed this item and answered questions.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To amend the county's agreement with TxDOT as related to developers' escrow agreements to include a timeline of 120 days after the engineering is completed and to authorize County Engineer Joe England to sign off on the agreement.

Vote: 4 - 0

< Attachment >

Joe M. England, P.E.  
County Engineer



3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626  
Telephone (512) 930-3330  
Fax (512) 930-3335

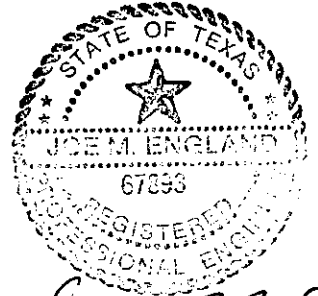
Williamson County  
Unified Road System

To: Williamson County Commissioners' Court

From: Joe M. England P.E., County Engineer

Date: January 16, 2001

Subject: Policy and Procedures as related to Developers  
Escrow Agreements between Texas Department of  
Transportation and Williamson County



As shown on Exhibit A (Agreement between Texas Department of Transportation and Williamson County) and Exhibit B (Agreement between Williamson County and Developer/Outside Entity), Williamson County has executed multiple agreements similar in nature to these examples.

If you compare the two exhibits you will notice that these are identical except that in the second exhibit the State of Texas has been replaced by Williamson County and that Williamson County has been replaced by Outside Entity. It should be noted that the underlined items are the only items that will change from agreement to agreement. The remainder should stay the same for all other items. Therefore Exhibit B is a direct pass-through contract.

In order to simplify the accounting/funding of the process the Developer/Outside Entity will make the check payable to TxDOT thus eliminating Williamson County from depositing a check and then turning around and cutting a check to TxDOT.

In order to simplify and speed up the process, I propose that the Commissioners' Court adopt the following procedure:

January 16, 2001  
Page Two

1. Adopt and execute the general resolution as found in Exhibit C.
2. This general resolution will be attached to the project specific modified Exhibits A and B.
3. Once the modified and executed Exhibits A and B are received at my office along with a check from the Developer/Outside Entity to the Texas Department of Transportation, either myself or a staff member will deliver these items to the Texas Department of Transportation District 14.

By executing a direct pass-through agreement and waiting to have the check from the developer in hand before transferring the documents to TxDOT, I believe that any risk to Williamson County has been minimized.

# EXHIBIT A

COUNTY :Williamson  
CSJ : 3417-02-014  
HIGHWAY : FM 734

**ADVANCE FUNDING AGREEMENT**

**THE STATE OF TEXAS           §**

**THE COUNTY OF TRAVIS       §**

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

**WITNESSETH**

**WHEREAS**, Transportation Code Chapter 201 and Transportation Code Chapter 221 authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Commission Minute Order Number 107420 authorizes the State to undertake and complete highway improvements generally described as a left turn median opening on FM 734; and,

**WHEREAS**, the Outside Entity has requested that they be allowed to participate in said improvements by providing the funds required for the roadway improvements on FM 734 hereinafter called the Project.

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

**WHEREAS**, the Outside Entity has approved entering into this agreement by resolution or ordinance dated January 16, 2001, attached hereto and made a part of this Agreement as Exhibit 1.

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

COUNTY : Williamson  
 CSJ : 3417-02-014  
 HIGHWAY : FM 734

## **AGREEMENT**

### **ARTICLE 1. TIME PERIOD COVERED**

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

### **ARTICLE 2. PROJECT FUNDING**

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

### **ARTICLE 3. TERMINATION**

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

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

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

### **ARTICLE 4. RIGHT OF ACCESS**

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

COUNTY :Williamson  
CSJ :3417-02-014  
HIGHWAY :FM 734

**ARTICLE 5. RESPONSIBILITIES OF THE PARTIES**

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

**ARTICLE 6. SOLE AGREEMENT**

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

**ARTICLE 7. SUCCESSORS AND ASSIGNS**

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

**ARTICLE 8. AMENDMENTS**

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

**ARTICLE 9. INTEREST**

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

**ARTICLE 10. INCREASED COSTS**

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

COUNTY :Williamson  
CSJ :3417-02-014  
HIGHWAY :FM 734

ARTICLE 11. SIGNATORY WARRANTY

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

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

THE STATE OF TEXAS

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

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

THE OUTSIDE ENTITY

Williamson County  
By John C. Deertler Date 1-16-01  
Typed or Printed Name and Title John C. Deertler - County Judge  
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

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



COUNTY : Williamson  
CSJ : 3417-02-014  
HIGHWAY : FM 734

**For the Outside Entity:**

Joe M. England, P.E.  
Williamson County Unified Road System  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

**For the Texas Department of Transportation:**

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

COUNTY :Williamson  
CSJ :3417-02-014  
HIGHWAY : FM 734

## ATTACHMENT A

### Work Responsibilities and Payment Provisions

#### 1. Project Description

Construction of a left turn median opening on FM 734 (Parmer Lane).

#### 2. Right of Way

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

#### 3. Utility Adjustments/Relocations

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

#### 4. Environmental

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

COUNTY : Williamson  
CSJ : 3417-02-014  
HIGHWAY : FM 734

**5. Engineering Services**

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

**6. Construction Responsibilities**

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

**7. Maintenance Responsibilities**

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

COUNTY : Williamson  
CSJ : 3417-02-014  
HIGHWAY : FM 734

8. PAYMENT PROVISIONS

The Outside Entity’s cost for the work will be based on an actual cost agreement. The breakdown of the estimated project costs are listed below:

Bid Items	\$141,500.00
Construction Engineering (11%)	\$ 15,565.00
TxDOT Administrative & Bid Opening Costs (5%)	\$ 7,853.00
Sub-Total	\$164,918.00
TxDOT Indirect Costs (4.47%)	\$ 7,372.00
Total	\$172,290.00

Two (2) executed original agreements and a check in the amount of \$172,290.00 shall be submitted to the State by the Outside Entity.

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

# EXHIBIT B

## **AGREEMENT**

### **ARTICLE 1. TIME PERIOD COVERED**

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

### **ARTICLE 2. PROJECT FUNDING**

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

### **ARTICLE 3. TERMINATION**

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

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

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

### **ARTICLE 4. RIGHT OF ACCESS**

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

### **ARTICLE 5. RESPONSIBILITIES OF THE PARTIES**

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

### **ARTICLE 6. SOLE AGREEMENT**

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

**ARTICLE 7. SUCCESSORS AND ASSIGNS**

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

**ARTICLE 8. AMENDMENTS**

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

**ARTICLE 9. INTEREST**

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

**ARTICLE 10. INCREASED COSTS**

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

**ARTICLE 11. SIGNATORY WARRANTY**

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

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

**WILLIAMSON COUNTY, TEXAS**

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Williamson County Commissioners Court.

By \_\_\_\_\_ Date \_\_\_\_\_  
Joe M. England, P.E.  
Williamson County Engineer

THE OUTSIDE ENTITY

Williamson County

By John C. Doerfler Date 1-16-01

Typed or Printed Name and Title John C. Doerfler - County Judge

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

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

For the Outside Entity:

For Williamson County:

Joe M. England, P.E.  
Williamson County Unified Road System  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626



**ATTACHMENT A****Work Responsibilities  
and  
Payment Provisions****1. Project Description**

Provide for a left turn median opening on FM 734 (Parmer Lane).

**2. Right of Way**

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

**3. Utility Adjustments/Relocations**

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

**4. Environmental**

- B. The Outside Entity shall prepare the appropriate environmental documentation and secure environmental clearance for the Project.
- B. The Outside Entity shall coordinate all environmental documentation with Mike Walker, TxDOT, 512/832-7168.
- D. To the extent required to complete the Project, the Outside Entity will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project.

**5. Engineering Services**

- A. The Outside Entity shall prepare or cause to be prepared the engineering plans, specifications, and estimates (P.S.&E.) necessary for the development of the Project. The P.S.&E. shall be prepared in accordance with all applicable State and Federal guidelines.
- B. The Engineering plans shall be developed in accordance with the Highway Design Division Operations and Procedures Manual, the 1993 Standard Specifications for

Construction and Maintenance of Highways, Streets, and Bridges and the Texas Accessibility Standards.

- C. The Outside Entity shall submit the completed P.S.&E. to TxDOT for review and approval, three (3) months prior to the anticipated bid opening date. Should TxDOT determine that revisions are required to the documents, the Outside Entity shall make the necessary revisions, prior to Williamson County’s bid opening date.

6. Construction Responsibilities

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

7. Maintenance Responsibilities

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

PAYMENT PROVISIONS

The Outside Entity’s cost for the work will be based on an actual cost agreement, estimated to be \$172,290.00. This amount includes:

Bid Items	\$141,500.00
Construction Engineering (11%)	\$ 15,565.00
TxDOT Administrative & Bid Opening Costs (2%)	\$ 7,853.00
Sub-Total	\$164,918.00
Indirect Costs (4.47%)	\$ 7,372.00
Total	\$172,290.00

The Outside Entity shall transmit two (2) executed original agreements and a check, in the amount of \$172,290.00, to TxDOT prior to TxDOT participation in the Project.

Additional costs required to complete the project will be requested from the Outside Entity after the project is completed and a State audit has been performed. Determined costs due to the Outside Entity will be promptly returned.

# EXHIBIT C

RESOLUTION  
REGARDING:  
ADVANCED FUNDING AGREEMENT  
COMMISSION MINUTE ORDER NUMBER 107420

PROCEEDINGS BEFORE THE  
COMMISSIONERS' COURT

DATE: January 16, 2001

The Commissioners' Court of Williamson County, Texas, meeting in regular session on the 16<sup>th</sup> day of January, 2001, among other proceedings considered the following resolution:

WHEREAS, the County Judge and the County Commissioners are concerned with improving the transportation network for the public in Williamson County; and,

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

WHEREAS, Williamson County has received and executed the Advanced Funding Agreement between itself and TxDOT; and,

WHEREAS, Williamson County has received and executed an agreement between itself and an outside entity; and,

WHEREAS, Williamson County has received complete funding from an outside entity made payable to TxDOT; and,

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners' Court, Williamson County, Texas hereby proclaim that the Williamson County Engineer is authorized to execute the attached Advanced Funding Agreement (CSJ \_\_\_\_\_, Highway \_\_\_\_\_).

DONE IN OPEN COURT, this the 16<sup>th</sup> day of January, 2001 upon motion by COMMISSIONER BOATRIGHT, seconded by COMMISSIONER LIMMER, and 4 members of the Court being present and voting "aye."

John A. Daehler 1-16-01, County Judge

Mike Heiligenstein

MIKE HEILIGENSTEIN, Commissioner  
Precinct 1

Greg Boatright

GREG BOATRIGHT, Commissioner  
Precinct 2

David Hays

DAVID HAYS, Commissioner  
Precinct 3

Frankie Limmer

FRANKIE LIMMER, Commissioner  
Precinct 4

ATTEST:

Nancy E. Rister, County Clerk  
and Ex-Officio Clerk of the  
Commissioners' Court  
Williamson County, Texas

By Nancy E. Rister

APPROVED AS TO FORM:

By \_\_\_\_\_



**AGENDA ITEM 18**

Consider noting in minutes certification of required training for Veterans Service Officer.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To note in minutes certification of required training for Veterans Service Officer.

Vote: 4 - 0

< Attachment >



## TEXAS VETERANS COMMISSION

E.O. Thompson State Office Building  
P.O. Box 12277, Austin, Texas 78711-2277  
(Phone) 512/463-5538; (FAX) 512/475-2395  
E-Mail: [texas.veterans.commission@tvc.state.tx.us](mailto:texas.veterans.commission@tvc.state.tx.us)  
Web: <http://www.tvc.state.tx.us>

SUE TURNER  
Chair

ALEXANDER VERNON  
Vice Chair

JOHN A. BRIEDEN, III  
Secretary

JAMES R. ADAMS, Ph.D.  
Member

LEONARDO BARRAZA  
Member

JAMES S. DUNCAN  
Member

JAMES E. NIER  
Executive Director

CHARLES BUERSCHINGER  
Director of Finance &  
Information Resources

BILLY G. GREEN  
Director of Human  
Resources & Administration

HERMAN WILSON  
Regional Director  
Houston

RANDALL R. COLLINS  
Regional Director  
Waco

PATRICIA A. SMITH  
Fiscal Operations Manager

CRUZ MONTEMAYOR  
Information & Training  
Coordinator

# MEMO

January 4, 2001

RE: Annual Certification

TO: All Certified Veterans County  
Service Officers and Assistants

Enclosed is your Annual Certification verifying that you completed the required training during Calendar Year 2000, under the provisions of Section 434.038(a), Texas Government Code, for 2001 Certification.

We are pleased that you attended the training session(s), and look forward to assisting in every way possible to see that the veterans and/or their survivors in your county are provided with the service they need and deserve.

Your Commissioners Court has been notified of your Certification via a copy of this memo. We hope that you will be able to display this Certificate in a prominent place in order that the veterans and survivors that you serve are assured that they are being assisted by a competent Veterans County Service Officer who has met annual training requirements.

Sincerely yours

JAMES E. NIER  
Executive Director

JEN/njg

Enclosure

cc: County Commissioners Court

noted 1-16-01  
John C. Doerfler