

AGENDA ITEM 45

Consider approving an Interlocal Agreement between Williamson County and Brushy Creek MUD for the construction and maintenance of a portion of the Brushy Creek Trail system through Creekside Park and Shirley McDonald Park.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve an interlocal agreement between Williamson County and Brushy Creek MUD for the construction and maintenance of a portion of the Brushy Creek Trail system through Creekside Park and Shirley McDonald Park, with a \$250,000.00 cap for Williamson County as requested by Commissioner Hays.

Vote: 3 - 0

< Attachment >

**INTERLOCAL AGREEMENT FOR THE CONSTRUCTION
AND MAINTENANCE OF RECREATIONAL FACILITIES**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement for the Construction and Maintenance of Recreational Facilities (the "Agreement") is entered into as of the date set forth below, by and between Williamson County (the "County"), by and through its duly authorized representative, the Honorable John Doerfler, County Judge, and the Brushy Creek Municipal Utility District (the "District"), by and through its duly authorized representative.

**I.
Recitals**

1.1 The parties to this Agreement are Williamson County, a political subdivision of the State of Texas, and the Brushy Creek Municipal Utility District, a municipal utility district operating pursuant to Chapters 49 and 54 of the Texas Water Code. The County and the District are collectively referred to herein as the "Parties".

1.2 This Agreement is executed under the provisions of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended.

1.3 Both the County and the District provide recreational facilities for the use of their respective residents and are interested in pursuing ways to expand their respective park and recreational facilities. The County has undertaken a large-scale project referred to as the "Williamson County Regional Trails Project" to provide a hike and bike trail system throughout various portions of the County. In like manner, the District has adopted a master park plan for the construction and maintenance of park and recreational facilities throughout the District. The County and the District now desire to undertake a joint project pursuant to which an extension of the County's proposed regional hike and bike trail system will be constructed within the boundaries of the District on land that is owned by either the County or the District.

1.4 The Parties agree that the considerations to and from the County and the District are of comparable value, and that provision of the compensation by each party to the other is within the legal authority of the performing party.

**II.
The Project**

2.1 The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will participate in the construction and maintenance of a hike and bike trail system, restroom facilities, landscaping, signage, lighting and other related improvements (collectively referred to herein as the "Project"). The Project will be more fully described in the plans and specifications described below.

2.2. The County shall hire a reputable consulting firm (the "Park Consultants") to prepare the plans and specifications (the "Project Plans") for the Project. The Project Plans shall include plans and specifications for the construction of a hike and bike trail system to be located in the general vicinity of the District's Creekside Park and Shirley McDonald Park along County Road 174, restroom facilities, landscaping along the hike and bike trail, a boardwalk, signage, lighting and other related improvements. The Project shall be located entirely on land owned by either the County or the District and shall be consistent with the general concept plans for the Project attached hereto as Exhibit "A". Subject to the District's right to review, comment on and approve the Project Plans, as provided in Section 2.3, below, the County shall bear full responsibility for the engagement, payment and supervision of the Park Consultants.

2.3 The Park Consultants shall prepare the Project Plans under the direct supervision of the County and in consultation with the District. The Park Consultants shall submit the proposed Project Plans to the District and the County for their respective review, comment and approval. A preliminary listing of the some of the proposed improvements and corresponding estimated costs is set forth on the attached Exhibits "B" and "C". The County shall not finalize the Project Plans or initiate the construction bidding process for the Project until it receives written documentation from the District that the District approves the Project Plans, which approval shall not be unreasonably withheld.

2.4 Subject to the District's right to review, comment on and approve the Project Plans, as provided in Section 2.3, above, the County shall bear full responsibility for the design and construction of the Project. The County shall be solely responsible for ensuring that the Project Plans and the Project comply with all federal, state and local laws, rules, regulations and other standards and policies. By way of example and not in limitation, the County shall be solely responsible for ensuring that the Project Plans and the Project comply with all applicable standards and requirements for accessibility as administered by the Texas Department of Licensing and Regulation.

2.5 The Park Consultants shall provide both the District and the County with monthly progress reports on the construction of the Project. In addition, the County shall provide the District with advance written notice of any proposed actions the County may take with respect to the construction of the Project, including by way of example and not in limitation, proposed actions on any requested change orders. The County shall not be required to seek or obtain approval from the District for any changes to the Project Plans or for any change orders to the construction contracts for the Project unless any such change or changes substantially deviate from the approved Project Plans.

2.6 Subject to the District's payment obligations as set forth in this Section 2.6, the County shall be solely responsible for the payment of all costs associated with the construction of the Project. Notwithstanding the foregoing, the District shall pay the County for 20% of the construction costs of the Project up to but not to exceed \$57,000.00. At each time the County makes a payment for the construction of the Project, the County shall submit a bill with all necessary supporting documentation to the District for the District to reimburse the County for the District's pro rata amount of 20% of such costs. The District shall reimburse the County for its pro rata share of such payments within 60 days of receipt of a bill from the County.

2.7 At the completion of the construction of the Project, the County shall own all portions of the Project that are located on County land and the District shall own all portions of the Project that are located on District land. In like manner, the County shall be responsible for ongoing maintenance of those portions of the Project located on County land and the District shall be responsible for ongoing maintenance of those portions of the Project located on District land. The parties agree that each will be responsible for keeping its respective share of the Project maintained at a level consistent with other District parks.

2.8 In addition, the Project Plans shall include provision for the dismantling, removal and replacement of the existing District playscape located at the District's Creekside Park (the "Playscape Replacement"). The County agrees to include the Playscape Replacement in the Project Plans and to solicit bids to complete the Playscape Replacement project as an alternate bid item along with the Project Plans. If the District desires to proceed with the Playscape Replacement as bid, it shall so notify the County and the County will then include the Playscape Replacement as part of the overall Project and construction contracts for the Project. The County will advance the payments to the contractor for all costs related to the Playscape Replacement and will then bill the District separately for all such costs. The District will reimburse the County for all such costs within thirty days of receipt of the applicable bills from the County.

III. General Provisions

3.1 Interlocal Cooperation. The parties shall cooperate at all times to effectuate the purposes and intent of this Agreement.

3.2 Payment From Current Revenues. To the extent required by the Interlocal Cooperation Act, Chapter 791, Government Code, a payment required to be made by a governmental entity under the provisions of this Agreement shall be made from current revenues of the party obligated to make such payment, or from other funds lawfully available for such purpose.

3.3 Entire Agreement. This Interlocal Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

3.4 Amendments. Any amendment hereof must be in writing and signed by the authorized representatives for both parties.

3.5 No Amendment of Other Agreements. Unless expressly stipulated, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement previously entered into by and between the parties.

3.6 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

3.7 Venue. Venue for any suit arising hereunder shall be Williamson County, Texas.

3.8 Effective Date. This Agreement shall be effective from and after the date of due execution hereof by all parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested by their duly authorized officers, this the 19th day of JUNE, 2001.

WILLIAMSON COUNTY

By: John C. Doerfler 6-19-01
John Doerfler, County Judge

dollar amount limited to \$250,000⁰⁰
JCE

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

Brushy Creek Municipal Utility District

By: Jimmy Griffith
Jimmy Griffith, President
Board of Directors

ATTEST:

Lisa Birkman
Lisa Birkman, Secretary
Board of Directors





BRUSHY CREEK

Municipal Utility District

CREEKSIDE PARK CONCEPTUAL TRAILHEAD IMPROVEMENTS

APRIL 16, 2001



RECORDERS MEMORANDUM

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

6/19/2001

EXHIBIT B

Mike Bell
512-733-5384
TUE 15:23 FAX 512-733-5384
05/08/01

Hall/Baigant, Inc.
Professional Land Surveyors, Inc.
Brusby Creek M.U.D. - Creekside & Shirley McDonald Park Trailhead Improvements
Opinion of Probable Construction Costs 4-12-01

Williamson County

Main		Item Total	Description
1	Primary Trail - 10 Foot Wide Concrete Trail (832 ft)	47,700.00	Includes grading, 1" sand bed, 5" rein. Conc.
2	10 Foot Boardwalk	48,800.00	2"x10" joists @ 16" o.c., 2"x6" recycled decking (\$12.50 sl.)
3	Excavation, embankment, grading	1,800.00	Ditch work, cul, fill, etc...
4	2-1/2 Foot Rock Wall	8,800.00	Mortar stack rock wall (390 s.f.)
5	Borders	800.00	5" dia. conc. filled Steel pipe, includes painting & striping
6	Benches	1,200.00	Type to be determined.
7	Storage - Kiosk	2,000.00	Includes rules, map, and other general info.
8	Signage - Primary Trail	1,000.00	Includes direction & regulatory signage.
9	Trash Receptacles	700.00	Type to match existing receptacles.
10	Cell Box	800.00	Wireless signal pole mounted with signage.
11	Lighting	3,600.00	Includes conduit, pole, & fixture.
12	Resurface Existing Parking Lots (35 on-site spaces)	4,300.00	1" wearing course
13	New Parking Spaces (4 on-site, 39 off-site)	12,300.00	Includes grading, 6" flexible base, 2" HMAc
14	Parking Lot Markings/Stripes	600.00	Reflective markings
15	Concrete Curb & Gutter	1,800.00	6" raised curb w/ spill gutter
16	Concrete Wheelstops	700.00	6"x10"x6" anchored w/ rebar
17	Wood Guide Posts	400.00	Anchored with concrete
18	Vehicle Guardrail	8,600.00	Corrugated steel & posts, double faced
19	Guardrail Anchors	1,300.00	Inground anchoring
20	Restroom Upgrades	10,000.00	Material upgrades to proposed restroom facility.
Estimated Construction Cost		187,800.00	
21	Surveying	10,000.00	As-built survey of Creekside Park and along Co. Rd. 174
22	Professional Design Fees	19,000.00	Includes fees for design of trail and trailhead design, review and filing with TDLR.
Estimated Maximum for Design Fees & Surveying		29,000.00	
Subtotal		186,800.00 (Approx. 80% of Total Construction Costs)	

Page 1

EXHIBIT C

6/19/2001

Brushy Creek M.U.D.

Item	Item Total	Description
1 Primary Trail - 10 Foot Wide Concrete Trail (832 ft)	23,000.00	Includes grading, 1" sand bed, 5" rein. Conc.
2 Trail Access Way - 8 Foot Wide	4,300.00	Includes grading, 1" sand bed, 4" rein. Conc.
3 Trail Access Way - 4 Foot Wide	5,900.00	Includes grading, 1" sand bed, 4" rein. Conc.
4 Landscaping	8,000.00	For Primary Trail and Trail Access Way intersections.
5 Irrigation	6,000.00	For Primary Trail and Trail Access Way intersections.
6 Relocate Existing Drinking Fountain	200.00	Relocate existing self-contained unit, provide new connection.
7 Relocate Existing Bench	200.00	Relocate existing bench w/ new conc. Pad
8 Relocate Existing Bike Racks	500.00	Relocate (2) existing bike racks w/ new conc. pads
Estimated Construction Cost		
	46,100.00	
10 Professional Design Fees for Restroom Only	7,000.00	Includes fees for engineering/architecture design of restroom facility.
Estimated Maximum for Design Fees		
	7,000.00	
Subtotal		
	55,100.00	(Approx. 20% of Total Construction Costs)

Total Construction Costs	\$205,900.00
Total Maximum Design Fees	\$26,000.00
Total Surveying	\$10,000.00
Mobilization and Construction Contingencies (15%)	\$31,305.00

Total Amount of Project Probable Cost		\$273,205.00
---------------------------------------	--	--------------

* Additional Items to be Incurred Separately by Brushy Creek Municipal Utility District.

- | | | |
|--|------------------|--|
| * Restroom Facility | Approx. \$30,000 | Men's and Women's; includes water & sanitary sewer connections. |
| * Playground and Play Surface* | Approx. \$60,000 | (Add alternate to overall project.) |
| * Professional Design Fees for Playground* | | Includes fees for design of playground structure and play surface. |

AGENDA ITEM 46

Consider approving resolution requesting the widening shoulders along Williams Drive.

No action was taken on this agenda item, which will be added to the June 26, 2001 agenda.

AGENDA ITEM 47

Consider scheduling redistricting work session the week of June 26, 2001.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To schedule a redistricting work session for Tuesday, June 26, 2001, at 10:00 a.m.

Vote: **3 - 0**

AGENDA ITEM 48

Note in the minutes release of public utility easement Brushy Bend Park, Section 2, Phase 1, Lot 29 on the east side of the lot.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To note in the minutes release of public utility easement Brushy Bend Park, Section 2, Phase 1, Lot 29 on the east side of the lot.

Vote: **3 - 0**

< Attachment >