

AGENDA ITEM 37

Consider approving transfer of the following fixed assets from 911 Communications to Information Technology:

(1)	Dell CPU	D42XD
(1)	Dell CPU	D6GB4
(1)	Dell CPU	D42Y0
(1)	Dell CPU	D42XI
(1)	Dell CPU	D42XX
(1)	Dell CPU	D42X8
(1)	Dell CPU	D42XS
(7)	Dell Keyboards	
(7)	Dell Mouse Controllers	
(1)	Dell Trinitron PC	89098C1ESA28
(1)	Dell Trinitron PC	87098C19RI28
(1)	Dell Trinitron PC	87098C190Z28
(1)	Dell Trinitron PC	87098C19QUZ8
(1)	Dell Trinitron PC	8198631
(1)	Dell Trinitron PC	8198632
(1)	Dell Trinitron PC	8198405

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To approve transfer of the following fixed assets from 911 Communications to Information Technology:

(1)	Dell CPU	D42XD
(2)	Dell CPU	D6GB4
(1)	Dell CPU	D42Y0
(1)	Dell CPU	D42XI
(1)	Dell CPU	D42XX
(1)	Dell CPU	D42X8
(1)	Dell CPU	D42XS
(7)	Dell Keyboards	
(7)	Dell Mouse Controllers	
(1)	Dell Trinitron PC	89098C1ESA28
(1)	Dell Trinitron PC	87098C19RI28
(1)	Dell Trinitron PC	87098C190Z28
(1)	Dell Trinitron PC	87098C19QUZ8
(1)	Dell Trinitron PC	8198631
(1)	Dell Trinitron PC	8198632
(1)	Dell Trinitron PC	8198405

Vote: 3 - 0

< Attachment >

CHANGE OF FIXED ASSET STATUS

DATE May 23, 2001

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	Dell CPU		D42XD
1	Dell CPU		D6GB4
1	Dell CPU		D42YQ
1	Dell CPU		D42X1
1	Dell CPU		D42XX
1	Dell CPU		D42X8

FROM (Transferor): 911 CommunicationsTO (Transferee): Information Technology

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Lurina Simpson

Transferor - Elected Official/Department Head

J. Schaefer

Transferee - Elected Official/Department Head

Approved 6-19-01
John C. Daugherty

CKNTD

CHANGE OF FIXED ASSET STATUS

DATE May 23, 2001

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	Dell CPU		D42XS
7	Dell Keyboards		
7	Dell Mouse		
1	Dell Trinitron PC	89098C1ESA	28
1	Dell Trinitron PC	87098C19RI	28
1	Dell Trinitron PC	87098C19QZ	28

FROM (Transferor): 911 CommunicationsTO (Transferee): Information Technology

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Genira Simpson
 Transferor - Elected Official/Department Head

J. P. [Signature]
 Transferee - Elected Official/Department Head

Approved 6-19-01

John C. Dwyer

EKH/D

CHANGE OF FIXED ASSET STATUS

DATE May 23, 2001

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	Dell Trinitron PC	87098C	19Q428
1	Dell Trinitron PC	8198631	
1	Dell Trinitron PC	8198632	
1	Dell Trinitron PC	8198405	

FROM (Transferor): 911 Communications
TO (Transferee): Information Technology

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Geniva Simpson
Transferor - Elected Official/Department Head

J. Schaefer
Transferee - Elected Official/Department Head

approved 6-19-01
John C. Daefler

AK MTD

REGULAR AGENDA

AGENDA ITEM 38

Discuss and take appropriate action regarding special projects auditor.

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

< Attachment >

JOB DESCRIPTION**POSITION IDENTIFICATION**

Job Title: Project Accountant
Department: Auditor's Office
Title of Supervisor: Financial Director
FLSA Status: Exempt
Positions Supervised: Does not supervise other positions.

JOB SUMMARY

To oversee all project related accounting; to coordinate with the commissioners, county judge, county engineer and other county personnel and consultants in the accounting and funding of capital projects; and to assist the Financial Director in the management of all related financial transactions for the county.

ESSENTIAL JOB FUNCTIONS

Evaluate all project expenditures and revenues and generate required financial reports to County Treasurer, County Auditor, County Judge, Commissioners Court, and other appropriate county personnel.

Responsible for ensuring the accuracy of all project related expenditures and revenues in Oracle General Ledger.

Responsible for the maintenance of all project related general ledger accounts and budgets in Projects module of Oracle Financial System.

Responsible for tracking all "project" related capital expenditures.

Audit and enter all project related invoices in Oracle Accounts Payable module.

Assist with GASB 34 requirements as pertains to purchase of capital items.

Prepare monthly and/or weekly reports to Commissioners and County Judge as to status of all project related funds.

Balance and reconcile the project funds in the general ledger and subsidiary accounts; examine all project accounting transactions to ensure accuracy; make corrections to project financial records as necessary.

Monitor project related budgets for each Commissioner and County Judge; research and analyze transactions to resolve budget problems.

Responsible for assisting in the preparation of monthly, quarterly, and annual financial reports in accordance with the Local Government Code.

Assist in the preparation of all project and capital expenditures to be reported in the Comprehensive Annual Financial Report (CAFR) for Government Finance Officers Association Certificate of Achievement Program.

Assist Purchasing Department with tracking of fixed assets as relates to projects.

Assist external auditors in compiling financial information for use in the annual audit.

Assist County Auditor and Financial Director with any other financial related research and information.

PHYSICAL REQUIREMENTS

Position primarily involves sitting at a desk or other workstation. Some bending, lifting, and stooping will be required. Position requires employee to communicate with the public and other county offices.

WORKING CONDITIONS

Work is primarily indoors in a climate-controlled building. During year-end, annual audit preparation and other sensitive activities, work outside of the normal work schedule will be required.

EDUCATION

Minimum requirement is a B.B.A. from an accredited college or university with major course in accounting.

EXPERIENCE

Minimum requirement is two years of accounting experience.

SPECIAL SKILLS, KNOWLEDGE, AND ABILITIES

Ability to interpret and act on knowledge gained from the local government code. Knowledge of the principles and practices of auditing, accounting, and finance; must possess good written and oral communication skills and have the ability to analyze complex financial records and identify errors; ability to maintain effective working relationship with county employees, officials, and the general public. Must possess good computer skills and a working knowledge of Microsoft Office and other related software packages. Oracle Software knowledge desired.

AGENDA ITEM 39

Consider appointing a court member to outside audit selection committee.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To appoint Commissioner Limmer to the outside audit selection committee.

Vote: **3 - 0**

AGENDA ITEM 40

Consider the firm of Spencer-Godfrey for development of the 135-acre parkland tract on FM 397 at Taylor.

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

AGENDA ITEM 41

Consider authorizing County Judge to execute Interlocal Agreement between Williamson County and City of Georgetown regarding reimbursement for Shell Road realignment.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize County Judge to execute Interlocal Agreement between Williamson County and City of Georgetown regarding reimbursement for Shell Road realignment.

Vote: **3 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 19 day of June, 2001, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, Shell Road and the proposed Shell Road re-alignment are an integral section of the Inner Loop and thus serve a county and a city purpose;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.**TERMS AND CONDITIONS**

1. The County hereby agrees to perform all necessary and appropriate engineering, traffic signalization (including traffic signalization at the Shell Re-alignment/Williams Drive intersection), design and construction of the re-alignment of Shell Road at its intersection with Williams Drive to the southern boundary of Georgetown Village and a connection from this re-alignment to Sequoia Spur Drive ("Shell Re-alignment"), as shown on Exhibit "A", attached hereto and incorporated herein.

2. The Shell Re-alignment shall be two-lane roads constructed to city standards, commenced within six (6) months after the creation of the Public Improvement District ("PID"), the boundaries of which are described in Exhibit "A" and substantially completed by the County within thirty-six (36) months after creation of the PID.
3. As consideration for the expeditious construction of the Shell Road Re-Alignment by the County, the City will pursue a Development Agreement (or Amended Development Agreements, if necessary) with the developers of property within the PID, said Agreement(s) to contain the following terms:
 - a. The Developers will submit a petition requesting the City to create the PID pursuant to Chapter 372 of the Local Government Code as soon as possible after the approval of the Development Agreement(s) by the City.
 - b. The PID assessment on each tract shall be a pre-determined, fixed amount representing such tract's pro-rata share of the total PID assessment. Each tract's pro-rata share shall be calculated by multiplying the total PID assessment by a fraction, the numerator of which shall be the number of linear feet of Shell Re-alignment (including the linear footage of the connection from the re-aligned Shell Road to Sequoia Spur Drive) adjacent to or contained within such tract, and the denominator of which shall be the total linear footage of the Shell Re-alignment (including the linear footage of the connection from the re-aligned Shell Road to Sequoia Spur Drive). Unless otherwise provided in the Development Agreement (or Amended Development Agreements), the PID assessment on each tract shall be due at the time the property is platted, at the time of the sale of the property, or within seven (7) years after the Shell Re-alignment is completed and open to the public, whichever occurs earlier. Notwithstanding the foregoing, the PID assessment on the HEB tract shall not be due and owing until the Shell Re-alignment, including the

installation of the Williams Drive traffic light and the construction of the Sequoia Spur connection, is completed and open to the public.

- c. The PID assessments shall accrue interest at the rate of 7% compounded annually, commencing when the Shell Re-Alignment is completed and open to the public.
- d. Developers shall execute a Possession and Use Agreement at the time of the signing of the Development Agreement, and agree to dedicate all necessary right-of-way for Shell Re-Alignment within ninety (90) days after the signing of the Development Agreement. The Possession and Use Agreement and dedication instruments shall contain a reversionary clause which requires the property dedicated to revert to the Grantor if the Shell Realignment is not substantially completed within thirty-six (36) months after creation of the PID or if the PID is not created by December 31, 2001.
- e. Parties agree that City shall have no liability whatsoever regarding the administration of the PID or the collection of revenues on behalf of the PID. Assessment liens shall be assigned to the County after assessments levied on the Property.
- f. The total assessments for the entire PID shall not exceed \$832,500.00.

II.

MISCELLANEOUS

- 1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
-

2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.

John C. Doerfler 6-19-01
JOHN DOERFLER
County Judge
Williamson County, Texas

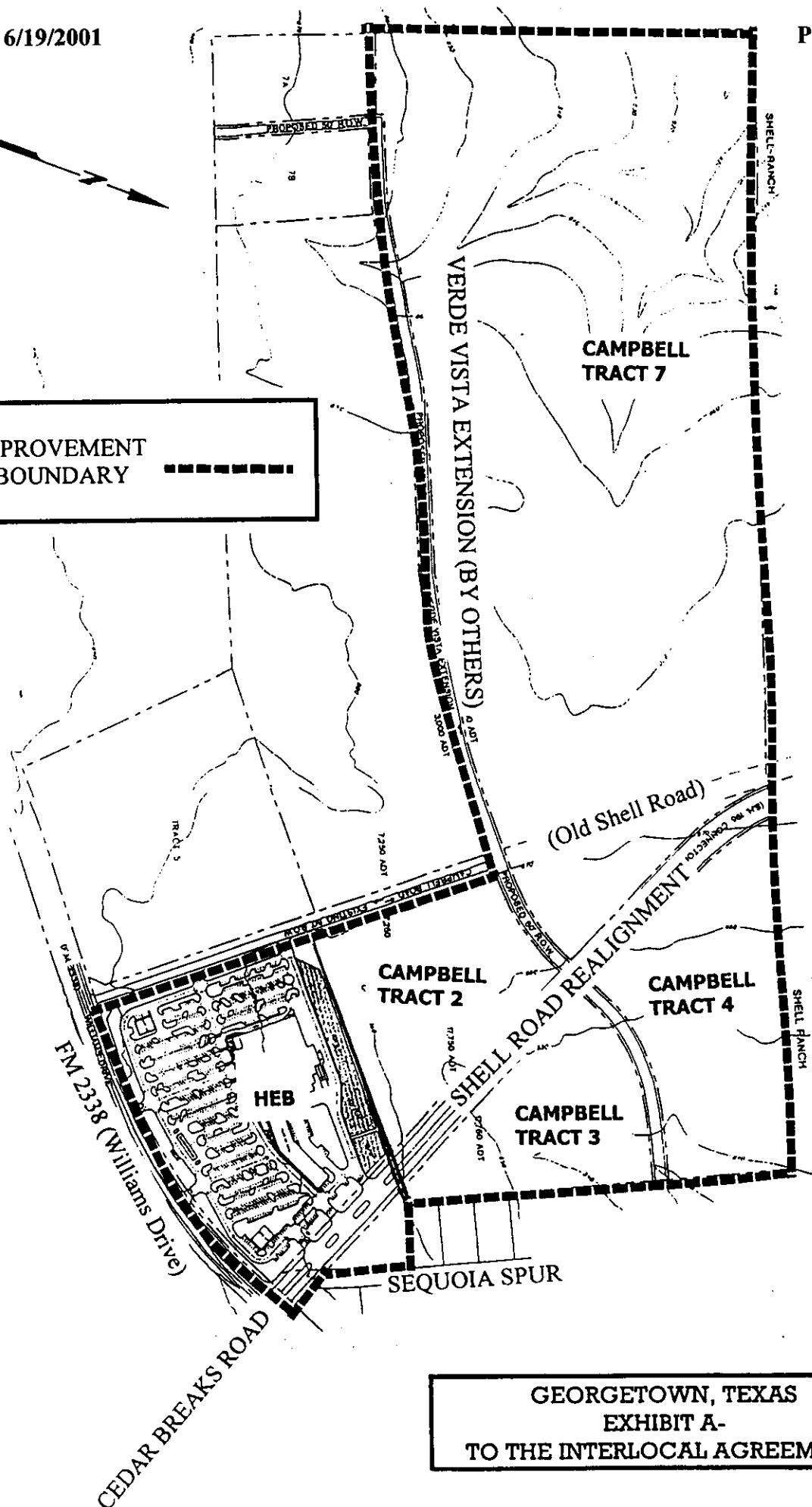
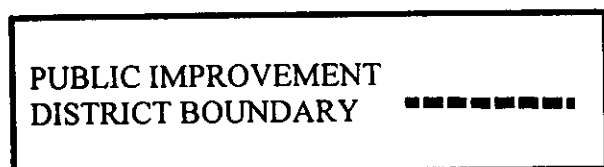
Mary Ellen Kersch
MARY ELLEN KERSCH, Mayor
City of Georgetown, Texas

ATTEST:

Sandra D. Lee
City Secretary

APPROVED AS TO FORM:

Y. Lee and Sandra D. Lee
City Attorney



**CAMPBELL
TRACT 7**

(Old Shell Road)

**CAMPBELL
TRACT 2**

**CAMPBELL
TRACT 4**

**CAMPBELL
TRACT 3**

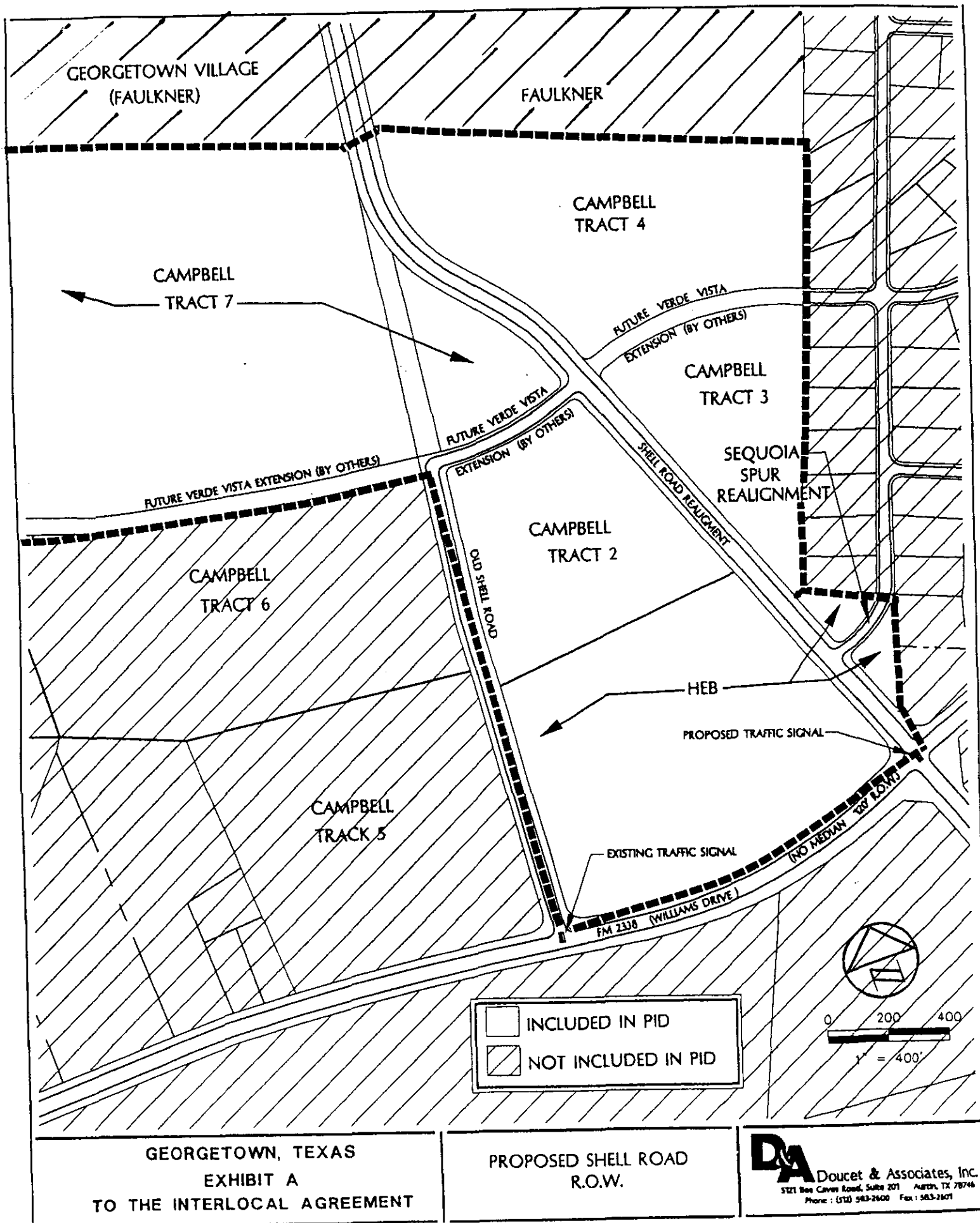
SEQUOIA SPUR

FM 2338 (Williams Drive)

CEDAR BREAKS ROAD

HEB

**GEORGETOWN, TEXAS
EXHIBIT A-
TO THE INTERLOCAL AGREEMENT**



AGENDA ITEM 42

Consider authorizing County Judge to execute revised agreement with Tercorp, Inc. for appraisal services for bond program.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To authorize County Judge to execute a revised agreement with Tercorp, Inc. (Edwin Terry), for appraisal services for the bond program.

Vote: **3 - 0**

< Attachment >

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5216
phone 512-255-8877 • fax 512-255-8986

REVISED APPRAISER/CLIENT ENGAGEMENT AGREEMENT

THIS REVISED ENGAGEMENT AGREEMENT ("Agreement") is made this 19 day of June, 2001 at Georgetown, Texas by and between WILLIAMSON COUNTY, "Client", and TERCORP, INC., "Appraiser".

Client, in consideration of services to be rendered by Appraiser to Client, retains Appraiser to provide consulting services for appraisal matters in Williamson County.

Client and Williamson County have previously entered into an Engagement Agreement dated May 1st, 2001, the terms of which are identical to the terms listed below, with the exception of Paragraph 5, below.

Client and Appraiser agree:

1. Appraiser will devote his professional abilities to the matter, strive to keep Client informed of all significant developments in this case and be available to answer inquiries.
2. Client empowers Appraiser to take all steps in said matter deemed by Appraiser to be advisable.
3. Client agrees to compensate Appraiser for his services at the rate of \$1500 per month payable on a monthly basis for the time which has been devoted to Client's cases. Client agrees to compensate Appraiser \$150 per hour for services rendered over and above 10 hours per month.

Client agrees to pay to Appraiser costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; and (4) facsimile charges.

4. Client has the right to cancel this Agreement and terminate Appraiser's representation at any time by written notice to Appraiser.
5. Appraiser agrees to be available to provide expeditious appraisals upon request by County for fees ranging from \$1,000 to \$10,000, depending on the magnitude and complexity of the case.

DATED: 6/19/01

TERCORP, INC.

By: _____

WILLIAMSON COUNTY

By: John C. Doerfler 6-19-01
John Doerfler, COUNTY JUDGE

AGENDA ITEM 43

Discuss and consider approving a variance pertaining to structures built in county right-of-way (section B4.1, Williamson County Subdivision Regulations) for Cimarron Hills PUD.

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

< Attachment >

Malone/
Wheeler, Inc.
Engineering & Development Consultants

June 11, 2001

The Honorable Greg Boatright
Williamson County Commissioner Precinct 2
Williamson County Commissioner's Court
350 Discovery Boulevard, Suite 201
Cedar Park, Texas 78613

Re: Cimarron Hills PUD
Request for Variance to the Williamson County
Subdivision Regulations, Appendix B: Engineering Guidelines,
Section B4: Construction, General, Paragraph 4.1: Specifications,
As Adopted February 1, 2000
M/W Project No. 00-035

Dear Commissioner Boatright:

Malone/Wheeler, Inc., as engineers for Paloma Cimarron Hills, L.P., the developer's of Cimarron Hills PUD, a 812.99-acre planned unit development in Precinct 2, Williamson County, Texas, respectfully request a variance to the above referenced specification.

B4.1 "...All streets and roads are to be constructed according to specifications found in the current version of the Texas Department of Transportation Manual, Standard Specifications for Construction of Highways, Streets and Bridges, unless otherwise stated in these guidelines."

The design of all streets and bridges within Cimarron Hills PUD will meet the above referenced standard specifications. Our variance request involves the placement of a stone veneer to the face of various concrete structures to be built within county public street right of ways and drainage easements. These concrete structures would include but not be limited to culvert headwalls with and without parapet walls and bridge parapet walls and other bridge concrete faces.

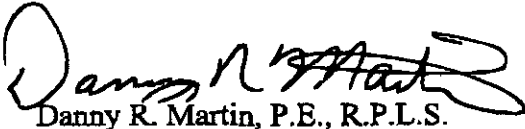
Since the concrete structures stated above are to be built within county public street right of ways and drainage easements, the maintenance of the concrete structures and the stone veneer would be the responsibility of Williamson County Unified Road System. The stone veneer does not meet the referenced standard specifications.

The Honorable Greg Boatright
Williamson County Commissioner Precinct 2
Williamson County Commissioner's Court
June 11, 2001
Page 2

Provided herewith is information regarding the stone veneer and an example of its application on the Cimarron Hills Trail West Bridge which spans the Middle Fork of the San Gabriel River.

If you or the Williamson County Unified Road System staff have any questions or comments regarding this variance request or supporting information, please contact me at 899-0601. We appreciate your time regarding this matter.

Sincerely,


Danny R. Martin, P.E., R.P.L.S.
Project Manager

approved 6-19-01
John C. Gayler

DRM/kb: \\texasnet\DOCS\CD\NTEN\403\Chamros Hill\cd\cvgb-hr-00\101.dwg

Attachments

cc: Mike Coopman - Paloma Cimarron Hills, L.P.
File

AGENDA ITEM 44

Consider approving a resolution of support of Brushy Creek MUD park grant application.

Lisa Birkman, with the Brushy Creek MUD board of directors, asked for the court's support for the park grant application. There will be a public hearing concerning the grant application on Thursday at the Brushy Creek MUD office.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve a resolution of support for the Brushy Creek MUD park grant application.

Vote: 3 - 0

< Attachment >

**WILLIAMSON COUNTY COMMISSIONER'S COURT
RESOLUTION NO. _____**

**RESOLUTION SUPPORTING THE CONSTRUCTION OF A
COMMUNITY CENTER IN BRUSHY CREEK M.U.D.
AND THE GRANT APPLICATION FOR MATCHING FUNDS TO
CONSTRUCT THE FACILITY FROM
THE TEXAS PARKS AND WILDLIFE DEPT.**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

WHEREAS, Williamson County is county within the State of Texas,

WHEREAS, the County desires to improve the quality of life for the county residents,

WHEREAS, a Community Center in Brushy Creek Municipal Utility District would contribute to an improved quality of life for county residents and will be linked by hike and bike trails to the Williamson County Trail System.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY hereby supports the construction of a Community Center in the Brushy Creek Municipal Utility District, which is wholly located within Williamson County.

FURTHERMORE, the Commissioner's Court supports the application of the Brushy Creek Municipal Utility District to the Texas Parks and Wildlife Department for matching funds to construct the Brushy Creek Community Center.

PASSED AND APPROVED this 19th day of JUNE, 2001.

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

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk



NAISMITH ENGINEERING, INC.
HATCH PARTNERSHIP ARCHITECTS
APRIL 19, 2001

BRUSHY CREEK
Municipal Utility District

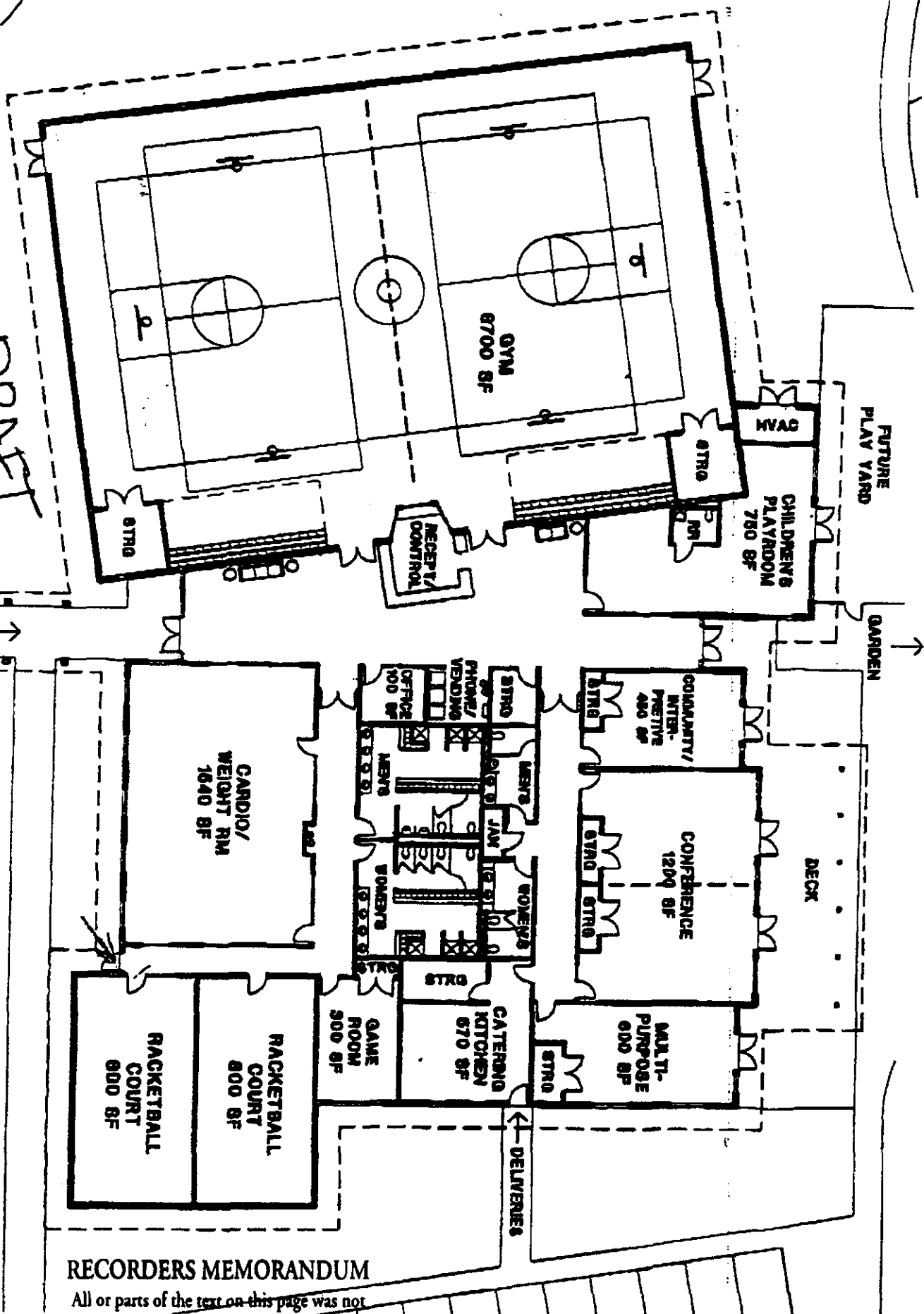
DRAFT

ENTRANCE

0 10' 20' 40'



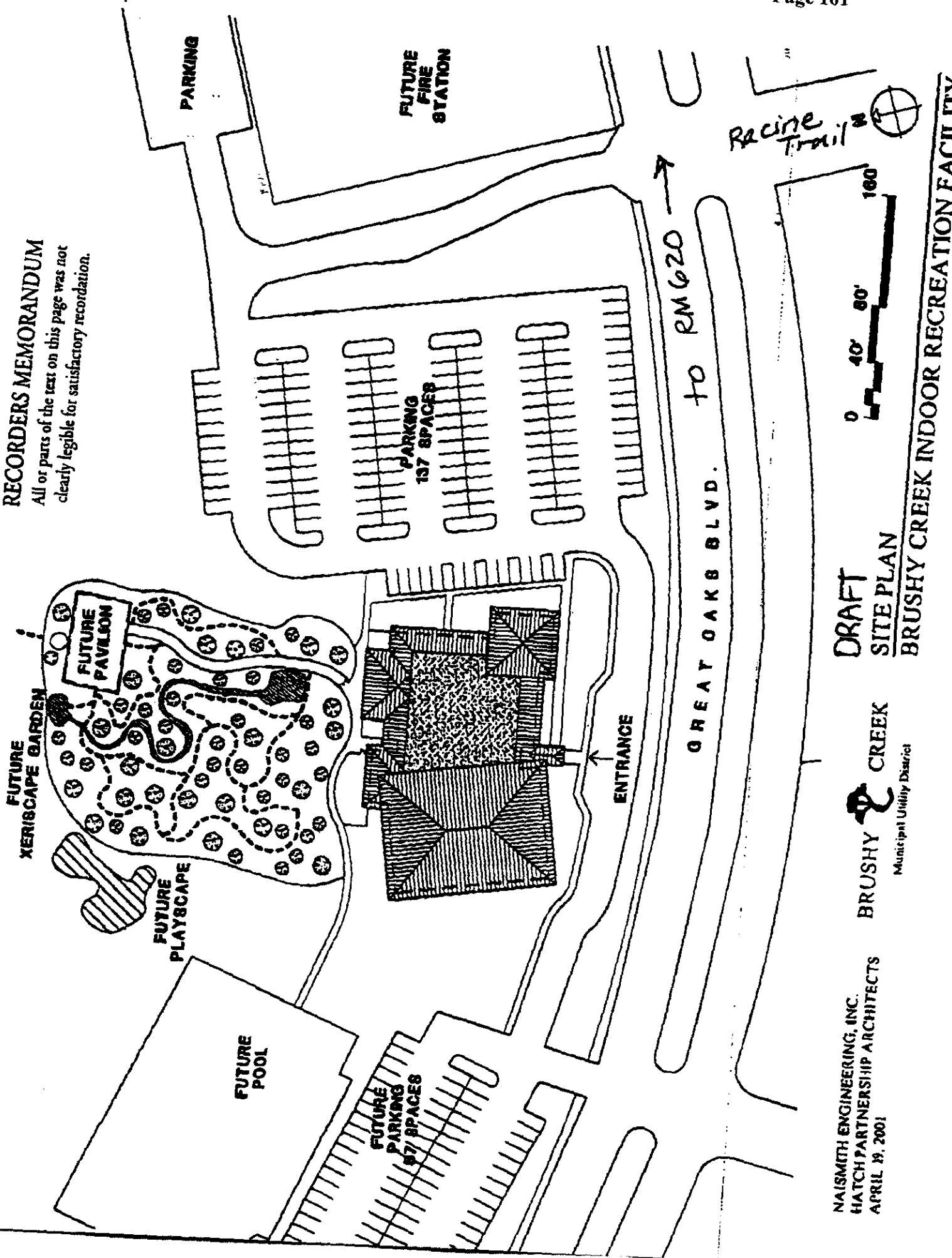
FLOOR PLAN - OPTION A 20,650 SF
BRUSHY CREEK INDOOR RECREATION FACILITY



RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.



NAISMITH ENGINEERING, INC.
HATCH PARTNERSHIP ARCHITECTS
APRIL 19, 2001

BRUSHY CREEK
Municipal Utility District

DRAFT
SITE PLAN

BRUSHY CREEK INDOOR RECREATION FACILITY

NAISMITH ENGINEERING, INC.
HATCH PARTNERSHIP ARCHITECTS
APRIL 19, 2001

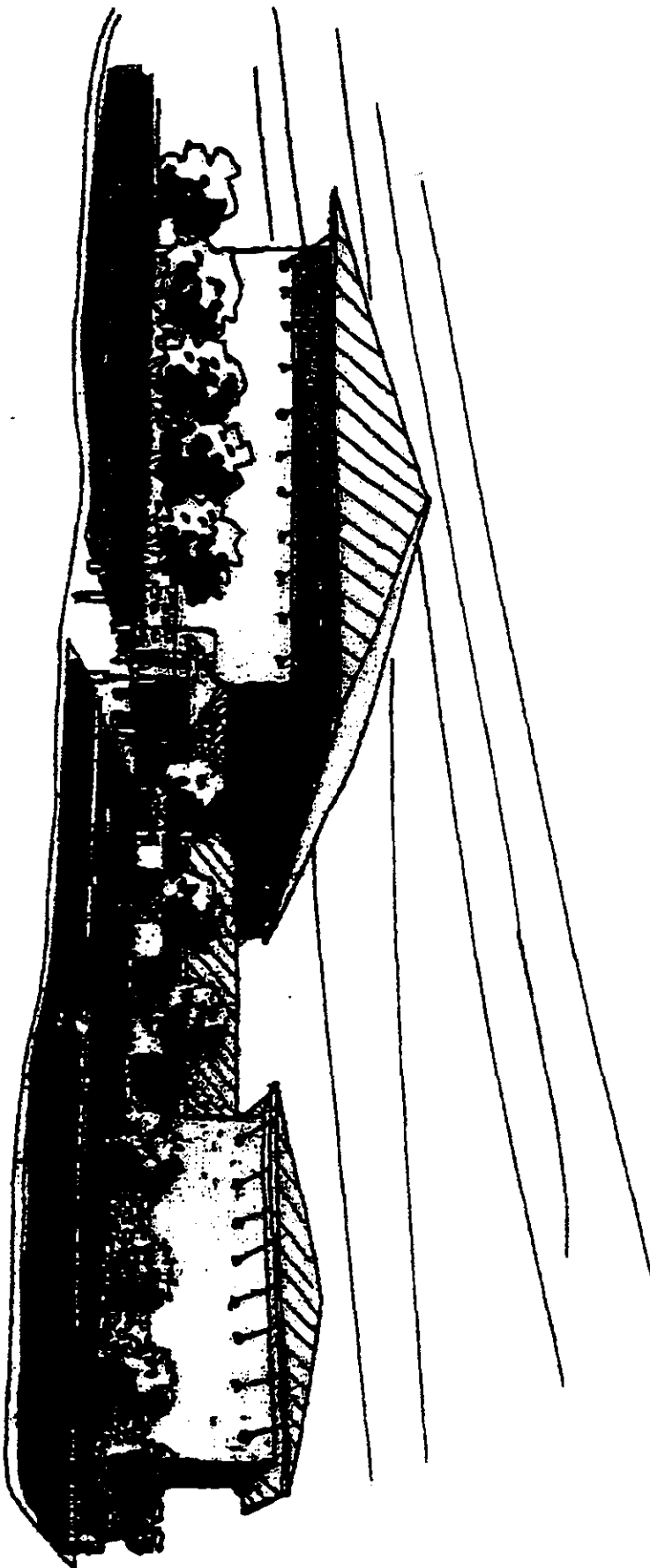
RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

IMAGE 2

BRUSHY CREEK INDOOR RECREATION FACILITY

DRAFT



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

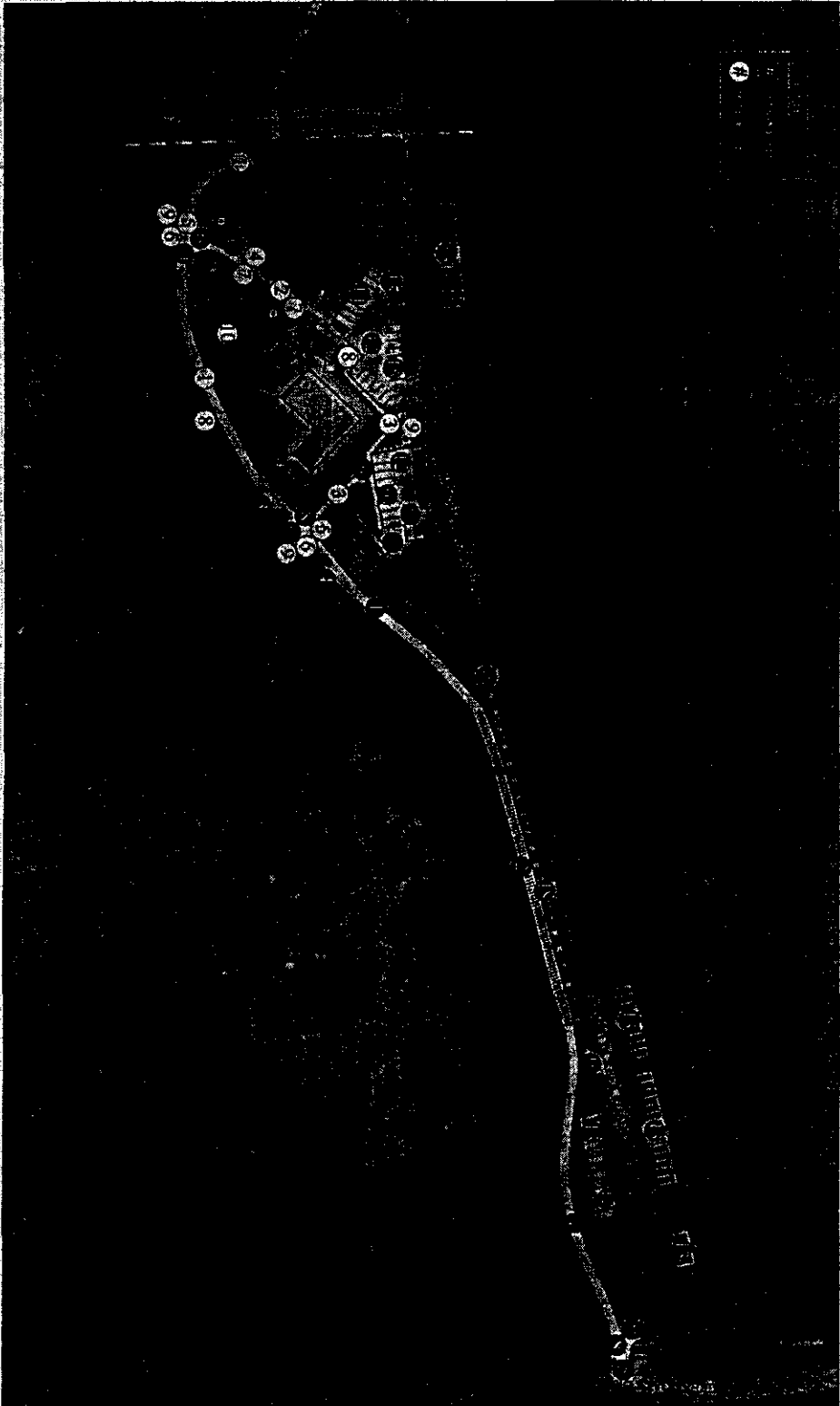
Brushy Creek Municipal Utility District

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

Williamson County

Brushy Creek M.U.D. - Creekside & Shirley McDonald Park Trailhead Improvements

Opinion of Probable Construction Costs 4-12-01

Hall/Baugartner, Inc.
Professional Engineers and Surveyors, Inc.

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 sf.)
3	Excavation, embankment, grading	1,800.00	Ditch work, cut, 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

05/08/01 TUE 15:23 FAX 5127335384

MIKE HELLERMAN

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
Professional Design Fees for Restroom Only		7,000.00
Estimated Maximum for Design Fees		7,000.00
Subtotal		55,100.00 (Approx. 20% of Total Construction Costs)
Total Construction Costs		
Total Maximum Design Fees		\$205,900.00
Total Surveying		\$26,000.00
Mobilization and Construction Contingencies (15%)		\$10,000.00
		\$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

Man'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 >



P.O. Box 2620 Cedar Park, Texas 78630-2620
(512) 331-8883

May 30, 2001

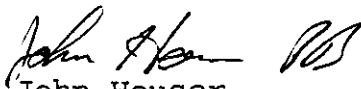
Jerry Frain
2008 Vivian Drive
Round Rock, Texas 78681

Dear Mr. Frain:

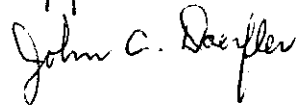
Enclosed is the approved easement release that you have requested for Lot 29, section 11, Brushy Bend Park. If necessary, you are responsible for recording this easement release with Williamson County if you wish it to be reflected in their documents.

We appreciate the opportunity to provide you with your electric service. Please feel free to contact us if you have any questions pertaining to the release of this easement.

Sincerely,


John Houser
District Manager

JH:PA:pa

approved 6-19-01


388-5902

RELEASE OF EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WILLIAMSON §

WHEREAS, James Hicks, as previous owner of all lot 29 in Brushy Bend Park, Section 11 a subdivision in Williamson County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Brushy Bend Park, Section 11 Subdivision, said easement being recorded in Cabinet C Slides 89-92 of the Plat Records of Williamson County, Texas, and;

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land 10 feet in width along the side lot line of all lots within Brushy Bend Park, Section 11 Subdivision, in Williamson County, Texas; and,

WHEREAS, Jerry Frain, as owner of Lot 29 in Brushy Bend Park, Section 11 Subdivision, desires that the said 10 foot public utility easement along the north-eastern boundary line of Lot 29 in Brushy Bend Park, Section 11 Subdivision, be abandoned and released in full; **as shown on attached Exhibit A;**

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said 10 foot public utility easement along the north-eastern boundary line of Lot 29 in Brushy Bend Park, Section 11 Subdivision, in Williamson County, Texas, and referred to hereinabove.

EXECUTED: May 24, 2001

PEDERNALES ELECTRIC COOPERATIVE, INC.

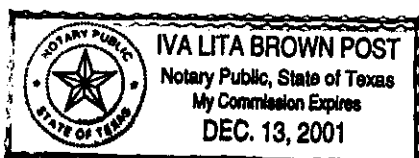
BY: *John Houser*
 John Houser
 District Manager

THE STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared John Houser, District Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

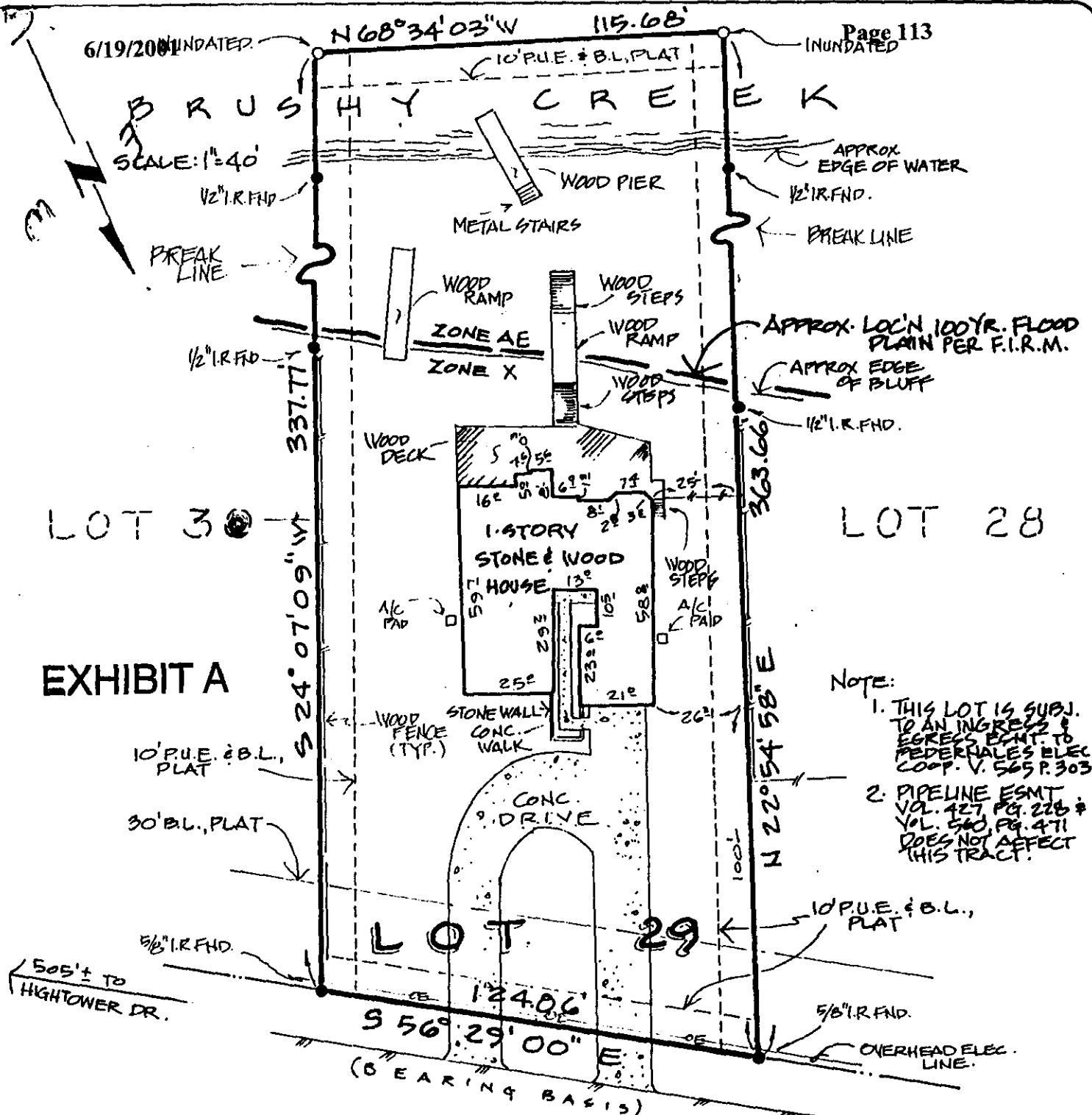
GIVEN UNDER MY HAND AND SEAL OF OFFICE May 24, 2001.

Iva Lita Brown Post
 Notary Public in and for
 The State of Texas



6/19/2001 DATED.

Page 113



LOT NO. 29 BLOCK NO. SUBDIVISION BRUSHY BEND PARK

SECTION 11 UNIT PHASE I BOOK VOLUME C PAGE 89-92 PLAT RECORDS

COUNTY WILLIAMSON STATE OF TEXAS STREET ADDRESS 2008 VIVIAN DRIVE

CITY REFERENCE NAME JERRY D. FRAIN AND JENNIFER L. FRAIN



American Surveying Company
of Austin

812 San Antonio St., Suite G-17
Austin, Texas 78701
(512) 482-0071



RECORDERS MEMORANDUM

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

Subject property DOES
lie within the 100 Year flood
prone area and has a Zone AE&X
rating as shown on the Flood
Insurance Rate Maps (F.I.R.M.)
Community No. 481079
Panel 0325C
dated 9-27-91
This certification is for
insurance purposes only and is
not a guarantee that this
property will or will not flood.

DATE SEPT. 14, 1995
TITLE CO. T.A.O.A., INC.
O.F.# 95071104
J.O.# 9R3995
SCALE: 1"=40

TO THE LIENHOLDERS AND/OR OWNERS OF THE PREMISES SURVEYED AND TO
TITLE AGENCY OF AUSTIN, TEXAS
I do hereby certify that this survey was this day made on the
ground of the property legally described hereon and is correct,
and that there are no discrepancies, boundary line conflicts, en-
croachments, overlapping of improvements, visible utility lines or
roads in place, except as shown hereon, and that said property
has access to and from a dedicated roadway except as shown
hereon.

FIELD WORK		
DRAFTING	5-22-92	GK
FINAL CHECK	7-30-92	
UP DATE FLD	9-14-95	TK
UP DATE M.T.	7-14-95	LB

AGENDA ITEM 49

Discuss and consider approving preliminary plat of Glen Oaks.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the preliminary plat of Glen Oaks.

Vote: **3 - 0**

AGENDA ITEM 50

Consider approving a resolution designating Bluebonnet Trails Community Mental Health and Mental Retardation Center as the local authority for Williamson County.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve a resolution designating Bluebonnet Trails Community Mental Health and Mental Retardation Center as the local authority for Williamson County.

Vote: **3 - 0**

< Attachment >

RESOLUTION

WHEREAS, the State of Texas, through Texas Department of Mental Health and Mental Retardation (the Department), has implemented House Bill 2377, passed by the Texas Legislature, May of 1995, and

WHEREAS, H.B. 2377 mandates the Department to designate a local agency in each region of the state to act as the local mental health and mental retardation authority, and

WHEREAS, the local authority will have the delegated responsibility and authority for planning, policy development, coordination, resource development, allocation, supervision and ensuring the provision of mental health and mental retardation services, and

WHEREAS, Bluebonnet Trails Community Mental Health and Mental Retardation Center was established under Chapter 534 of the Health and Safety Code, through interlocal agreements between all eight (8) County Commissioners Courts, and

WHEREAS, Chapter 534.054(b) of the Texas Health and Safety Code states that the Department "shall give preference to a community center located in that service area.", and

WHEREAS, Williamson County desires that Bluebonnet Trails Community Mental Health and Mental Retardation Center should be designated as the local authority,

NOW THEREFORE, be it resolved that the Commissioners Court of Williamson County, on this day, duly approved the above resolution.

RESOLVED THIS 19th DAY OF June, 2001.

John C. Daefler 6-19-01
(Name)
County Judge

Attest:

Dancy E. Rister
County Clerk



AGENDA ITEM 51

Discuss and take appropriate action on new slot for County Attorney for a civil secretary.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a new slot for County Attorney for a civil secretary.

Vote: **3 - 0**

AGENDA ITEM 52

Discuss and take appropriate action concerning the firm of Smith, Robertson, Elliott & Glen, L.L.P to apply for federal grant money for endangered species habitat acquisition on behalf of Williamson County.

Thornton Wood of Smith, Robertson, Elliott & Glen, L.L.P., addressed the court and answered questions on this agenda item.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize the firm of Smith, Robertson, Elliott & Glen, L.L.P to apply for federal grant money for endangered species habitat acquisition on behalf of Williamson County, and to authorize the County Judge to sign the letter of understanding to the U.S. Fish & Wildlife Service.

Vote: **3 - 0**

< Attachment >

Smith, Robertson, Elliott & Glen, L.L.P.**MEMORANDUM**

TO: The Honorable John C. Doerfler
Eugene Taylor, Esq. VIA FACSIMILE

FROM: Thornton O. Wood *q/n*

DATE: May 30, 2001

RE: Williamson County Road Program; Federal Grant Funds

Please find attached the final U.S. Fish and Wildlife Service (FWS) guidelines regarding Endangered Species Act (ESA) Section 6 grants. This memorandum discusses these guidelines and sets out the necessary steps Williamson County should take to become eligible for such grants.

For background purposes, FWS is asking states to submit proposals for grant money under programs established by Congress to promote endangered species conservation. These grants are being made from the Cooperative Endangered Species Fund, authorized by Section 6 of the ESA. Eleven million dollars in grant money is being provided for what is called "Recovery Land Acquisition." These grants will provide money for the acquisition of habitat for endangered and threatened species. The money is only available this year and all proposals must be made to FWS through the Texas Parks and Wildlife Department (TPWD). The deadline for submitting proposals to TPWD is June 22, 2001.

Williamson County (the "County") may be a good candidate for receipt of some of these grants. As part of the County's Road Program, the County is in a position to help conserve certain endangered cave and karst invertebrates through land preserve acquisition. This opportunity to help promote the recovery of an endangered species, such as *Texella reyesi*, may present the County, and possibly other private entities, with collateral benefits. Because of this likely effort, the County may be able to successfully compete for some of the grant funds. Listed below are specific steps we should take in order to compete for these grants.

First, we need to draft and submit a proposal to the regional FWS office through TPWD. Information in the proposal is the basis upon which FWS determines whether proposed projects meet eligibility requirements and the standards for approval. If approved, the proposal becomes the basis for subsequent grant agreements. A proposal consists of a formal application for federal assistance and a project statement. The project statement is the heart of the proposal and contains information regarding project

need, objective, benefits, approach, location, and estimated cost. Because the proposal process is a competitive one, FWS has devised a ranking system whereby points are awarded on the basis of certain factors. For example, the more species that are benefited by a particular proposal the more points that are awarded. Other factors are also considered (see attached ranking factors).

Second, the guidelines have established general and specific eligibility criteria that every applicant must meet. For instance, general eligibility criteria require that a proposal must include a twenty-five percent (25%) non-federal cost share, and proposals cannot include activities required to comply with a biological opinion. In addition to general eligibility criteria, FWS has set out specific eligibility criteria for Recovery Land Acquisitions grants (see attached criteria). Significant to the County, eligibility criteria require that specific parcel(s) be identified to be acquired with awarded grant money. Further, evidence demonstrating that landowners are willing sellers of such parcels is required prior to transfer of any grants funds.

In sum, then, to be eligible for grant funds, the County must submit a grant proposal and be able to identify specific land to be purchased with possible grant funds. Because of the quickly approaching deadline, it is important that the County, with the help of its consultants, identify suitable sites for land acquisition.

In addition, it is important that we coordinate our grant efforts with FWS and TPWD. By working closely with these agencies, we can get their input regarding the proposal and perhaps get an edge on the competition. Currently, we are setting up meetings with both FWS and TPWD, identifying possibilities with ACi and Julie Wolff, and drafting a rough proposal.

Please contact me with any questions you may have regarding these grants.

-TOW-

cc w/encl: The Honorable David Hays
 Mike Weaver
 Steve Paulson
 Julie Wolff
 Nancy Ledbetter
 Alan Glen (Firm)

Section 6 - Cooperative Endangered Species Conservation Fund
Final Eligibility Criteria/Ranking Factors for FY 2001 New Grants

<u>Available Funds (\$millions)</u>	
Recovery Land Acquisition	\$11.00
HCP Grants	\$7.00
Safe Harbor Grants	\$5.00
Candidate Conservation Agreement Grants	\$5.00
Total	\$28.00

General Eligibility Criteria

1. A proposal must include 25 percent non-Federal cost share (decreases to 10 percent if 2 or more States are contributors) as per section 6 of the ESA.
 2. A proposal cannot involve acquisition of lands that will come into Federal ownership.
 3. A proposal cannot include FWS FTE costs.
 4. A proposal cannot include activities required to comply with a Biological Opinion. A proposal can include activities that implement conservation recommendations.
 5. A proposal cannot include activities required to comply with a permit (e.g., mitigation responsibilities). A proposal can include activities by State or local governments that complement permit requirements.
-

Recovery Land Acquisition Grants

One of the primary threats to species is loss of habitat. Therefore, acquisition of habitat is crucial before development or other land use changes impair or destroy key habitat values. The Recovery Land Acquisition Grants Program provides funding to States for acquisitions of habitat that support approved recovery plans.

Because the existing HCP Land Acquisition Grants Program provides substantial funding for land acquisitions associated with HCPs, the Recovery Land Acquisition Grants Program will not be used to fund land acquisitions associated with permitted HCPs.

Eligibility Criteria:

1. Habitat must be set aside in perpetuity for the purposes of recovery (this can include easements deeded in perpetuity or other similar instruments). Funds cannot be used for management.
2. The funds cannot be used to support habitat acquisition that is associated with a permitted HCP.
3. The funds should contribute to the implementation of an approved (finalized) recovery plan for at least one listed species. Some points will be awarded for draft recovery plans (see ranking factor number 2 below). However, considering (1) the time required to develop and finalize recovery plans for newly listed species, (2) the fact that some species are exempt from the requirement for development of a recovery plan, and (3) the fact that some species conservation planning efforts have identified land acquisition priorities, an exception to this criterion could be made with sufficient justification.
4. The specific parcel(s) to be acquired with the grant money is identified. NOTE: Evidence demonstrating that the landowners are willing sellers will be required prior to transfer of funds.
5. The proposal must state a commitment to funding for and implementation of management of the habitat in perpetuity, consistent with the conservation needs of the species.

Ranking Factors: (Total points = 100)

1. Listed species benefits (28 pts maximum)
Extent to which the habitat acquisition contributes to recovery. (Consideration should be given to the magnitude of the benefit in terms of the proportion of the species range/area encompassed by the acquisition, the contribution to stated recovery goals, and whether the acquisition will allow for delisting or downlisting of a listed species. Please provide a brief justification for the score.)
-

- ☐ Low benefit to recovery - 8 pts
 - ☐ Medium benefit to recovery - 18 pts
 - ☐ High benefit to recovery - 28 pts
2. Number of species benefitted (listed, proposed, and candidate only; at least one listed species must benefit) (20 pts maximum)
- ☐ Species with final recovery plans - 8 pts for each species with a final plan
 - ☐ Species with draft recovery plans - 4 pts for each species with a draft plan
 - ☐ Listed (without draft or final recovery plan), proposed, or candidate species - 2 pts for each species
3. Ecosystem benefits (20 pts maximum)
- Function
- ☐ Habitat fills a critical role in the life cycle of the primary species for which the land is acquired (8 pts)
 - ☐ Habitat is nearly pristine or requires very little management to provide benefits to the primary species (4 pts)
- Connectivity
- ☐ Habitat links two existing protected areas together or is adjacent to existing protected areas, to reduce habitat fragmentation (8 pts)
4. Amount of cost-share (12 pts maximum)
- ☐ Minimum 25% (or 10% where two or more States are involved) (0 pts)
 - ☐ Each additional 5% (2 pts)
5. Other considerations (20 pts maximum--no more than 5 pts per factor below) (Please provide a brief justification for each score)
- ☐ Urgency (species on the brink of extinction, prevents imminent habitat loss (may be unoccupied); acts on short-term opportunity)
 - ☐ Unique qualities
 - ☐ Benefit to other conservation efforts (complements, promotes, or has positive impact on other projects)
 - ☐ Benefits to species at risk (sensitive species/TNC species (G1-G3, T1-T3)/species of concern/State-listed species)
-

DRAFTDraft Section 6 Proposal**RECOVERY LAND ACQUISITION
BONE CAVE HARVESTMAN HABITAT PRESERVE
WILLIAMSON COUNTY, TEXAS****Background and Need**

The Bone Cave harvestman (*Texella reyesi*) was originally described in 1992. Prior to that it was considered to be the Bee Creek harvestman (*Texella reddelli*), its nearest relative. It is now distinguished as a separate species. Because the Bone Cave harvestman was considered to be the Bee Creek harvestman at the time the Bee Creek harvestman was listed as endangered on September 12, 1988 (53 Fed. Reg. 36,029), the Bone Cave harvestman was included in the original listing. Subsequently, the U.S. Fish and Wildlife Service (USFWS) reviewed the taxonomic change and other available information on this species and determined the Bone Cave harvestman should remain listed as endangered (58 Fed. Reg. 43,818). In 1994, USFWS drafted a recovery plan for the Bone Cave harvestman. The recovery plan for this species calls for the protection of at least three karst faunal areas within each karst faunal region in order to achieve recovery of the species.

The Bone Cave harvestman is a small troglobitic (cave-dwelling), blind, pale orange, long-legged harvestman which is associated with moist karst habitats. The Bone Cave harvestman spends its entire life underground and is endemic to karst formations (caves) in Williamson and Travis County, Texas. Population estimates for the Bone Cave harvestman are not currently available due to its inaccessibility and secretive habits.

Williamson County is located in the biologically diverse Texas Hill Country. Situated on the Edwards Plateau west of the Balcones Escarpment, Williamson County is home to six endangered species (three birds, including the golden-cheeked warbler and black-capped vireo, and three karst invertebrates), more than seventeen other threatened or rare animals and plant species, and a wide diversity of common species. This area is dominated by shallow topsoil overlaying limestone deposits up to 10,000 feet (3,050 meters) deep.

Williamson County's strong economy has led, in part, to a rapidly expanding human population in the area. The growth rate in Williamson County ranks it as one of the five fastest growing counties in the United States. Estimates show a County population increase of approximately 400% by the year 2025. To accommodate this growth, Williamson County recently initiated the Williamson County Multi-Corridor Transportation Plan (the "Road Program"), the County's long-range (2025) transportation plan. The Road Program was established for the purpose of expanding and improving the road and highway system in Williamson County.

Population growth and the need for more roads, however, have put environmental issues at the forefront of the County's transportation plans. The Bone Cave harvestman occurs in an area that has and is currently undergoing continued urban expansion at a rapid rate.

DRAFT

Most of the Bone Cave harvestman's localities occur adjacent to or near developed areas (residential subdivisions, schools, golf courses, roads, commercial and industrial facilities, etc.) or in areas that are proposed for development.

As the natural environment is developed and converted to urban land to accommodate the growing Williamson County population, the surface dynamics that influence the Bone Cave harvestman may be altered. In Williamson County, more than 97% of land-holdings are privately owned. Conservation plans, therefore, need to include private lands as a key component in developing long-term management solutions. Williamson County recognizes that the potential negative effects of an increase in urban development within the County may be significantly minimized by the acquisition and preservation of key karst faunal areas containing the Bone Cave harvestman. Therefore, the County proposes to acquire and set aside, with "Recovery Land Acquisition" grant funds, a Bone Cave harvestman habitat preserve.

Objective

1. To acquire and set aside, in perpetuity, _____ acres of karst-preserve land in Williamson County, Texas for the protection and recovery of the Bone Cave harvestman. Williamson County hopes that this proposed karst preserve would help in the eventual recovery and delisting of the Bone Cave harvestman.
2. To implement necessary conservation measures and manage the karst preserve by providing protection from threats such as fire ants, habitat destruction, and contaminants.
3. To provide long-term protection of the Bone Cave harvestman at the preserve in question by working cooperatively with private owners and government agencies, including USFWS and the Texas Parks and Wildlife Service.

Expected Results and Benefits

Protection of the Bone Cave harvestman as part of the _____-acre karst preserve should help to further recovery of this species. Many other species inhabiting the proposed karst preserve may benefit as well. In general, setting aside preserve land will likely aid in the recovery of the Bone Cave harvestman, help protect other important elements of the karst ecosystem in Williamson County, and possibly prevent the need to list other species in the future.

Approach

Williamson County proposes to acquire with grant funds _____ acres of habitat considered key for recovery of the endangered Bone Cave harvestman. These parcels would be protected and monitored in perpetuity as a karst preserve. Conservation measures on the acquired parcels will include, among others, gating significant cave entrances, routine inspections and maintenance work, restrictions on recreational use of

DRAFT

some areas (with no public access to the most sensitive sites), vegetation management to control noxious non-native plants and excess growths of juniper, and control of fire ants.

Because karst ecosystems cannot be recreated once destroyed, the preserve in question would be designed in a way to incorporate the full array of biotic and abiotic factors needed to promote the integrity of the ecosystem on which the Bone Cave harvestman depends. To promote long-term conservation of the Bone Cave harvestman and the ecosystem on which it depends, the preserve would be designed to rely on minimal management rather than frequent human intervention to control threats to the system.

Location

Williamson County, Texas.

Estimated Cost

The County proposes to acquire the preserve land in question for \$1,000,000. Williamson County will provide a 25% cost-share or \$250,000 for recovery land acquisition, with the government providing the remaining amount or \$750,000.

The price of land in Williamson County is on the increase. The Texas Real Estate Center at Texas A&M University estimates that current "urban fringe" land values of \$11,750 per acre in Williamson County represent an increase of approximately 300% since 1995. Rapid and sustained development in Williamson County will undoubtedly foster further land value increases in the area. Therefore, acting now to acquire non-federally owned land in Williamson County will be more cost effective than in the future where land values will be even higher.

With "Recovery Land Acquisition" grant money, Williamson County is committed to funding and implementing management of the above Bone Cave harvestman preserve habitat in perpetuity, consistent with the conservation needs of the species.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>John C. Daehler</i> 6-19-01		TITLE County Judge	
APPLICANT ORGANIZATION Williamson County, Texas		DATE SUBMITTED June 22, 2001	

AGENDA ITEM 53

Consider approving change order #3 for radio system tower site in Round Rock.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve Change Order #3 in the amount of \$9,697.00 for the radio system tower site in Round Rock, for additional concrete.

Vote: **3 - 0**

< Attachment >

**Change Order Form**

Purchaser:

Change Order No. 003

Name: Williamson County

Date: 6-1-01

Address: 508 S. Rock St.
Georgetown, TX 78626

In accordance with the terms and conditions of the Agreement dated 6-28-2000, the following changes are approved:

Contract Price Adjustments:

Contract Value from Change Order 002	\$ 5,656,137
This Change Order #003	\$ 9,697
New Contract Value	\$ 5,665,834

Completion Date Adjustments:

Original Completion Date	N/A
Previous Schedule Change #1 through ____	
This Schedule Change # ____	
New Completion Date	

Reason for Change:

Cost difference for non-standard soil at Prime Site. Price increase due to the increase in the amount of concrete. The original normal soil design used 74 cubic yards and the new design per the soil report uses 88 cubic yards of concrete. The difference is the clay soil at the prime site compared to the limestone rock found at the two previous sites. Rock has better cohesion and friction. For example Liberty hill site had a cohesion of 5000 verses 2800 within the same area and the friction for Liberty Hill is 34 verses 0 at the Prime Site.

Information is based on the Prime Site soil report provided by T.S.I Laboratories dated May, 2001.

To be added to the existing lease.

Unless amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the last day and year signed below.

Williamson County

Motorola, Inc.

By: John C. Daefler
Title: County Judge
Date: 6-19-01

By: Steven J. Palm
Title: STEVEN J. PALM
Date: 6-1-01

AGENDA ITEM 54

Discuss and take any appropriate action on jail/courthouse expansion.

No action was taken on this agenda item.

AGENDA ITEM 55

Discuss and take any appropriate action on road bond program.

Mike Weaver of Prime Strategies stated that the Texas Transportation Authority presentation has been postponed until July 17, 2001.

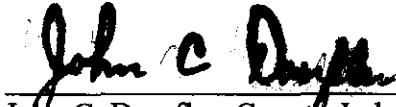
COMMISSIONERS' COURT ADJOURNED AT 10:50 A.M. ON TUESDAY, JUNE 19, 2001.

AGENDA ITEM 56

Comments from commissioners.

There were no comments from commissioners.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 129, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 26th day of June, 2001.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: Marilynn Cavender
Deputy Clerk