

AGENDA ITEM 22

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

Ed Lee reported that the contractor on the project has made up some of the time on the project that was lost because of rain. He also stated that some of the materials for the project are being stored off-site, and that he has verified that the materials are at the off-site location and that they are insured. He said that Landmark has been slow in providing verification of prior payments to subcontractors.

AGENDA ITEM 23

Discuss and take appropriate action on road bond program.

Mike Weaver provided the court with copies of a road bond cash flow spreadsheet and a draft of a proposed interlocal agreement between Williamson and Travis Counties regarding the forming of a Regional Mobility Authority.

< Attachment >

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND WILLIAMSON COUNTY**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Travis") and Williamson County, a political subdivision of the State of Texas ("Williamson"), by and through their respective Commissioners Courts. Travis and Williamson are referred to collectively herein as "the Parties."

RECITALS

WHEREAS, the Texas Legislature has authorized the Texas Transportation Commission (TxTC) to create Regional Mobility Authorities (RMAs) for the purpose of constructing, maintaining, and operating one or more turnpike projects in a region of the state, as well as spending surplus revenue from those turnpike projects on other mobility projects in that region;

WHEREAS, the Texas Legislature vested in the Commissioners Courts of the counties within the RMA the authority and responsibility for appointing the members of the RMA's board of directors, and under TxTC rules, TxTC authorizes creation of an RMA only if the Commissioners Court of one or more counties petitions for its creation; and

WHEREAS, the Commissioners Courts of Travis and Williamson have met in joint session to discuss creation of an RMA, have considered the potential benefits of an RMA to the Central Texas region and the traveling public, and now desire jointly to pursue the drafting and filing of a petition to TxTC to authorize the two counties to form an RMA;

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement conforming in all respects with the requirements of the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Each Party agrees to obligate \$250,000 to pay outside expenses associated with formation of the RMA, which outside expenses shall include payment to one or more consultants or other third parties both to advise the Parties on issues relating to the RMA and to draft or otherwise produce reports, studies, or other work products necessary to support a petition and any related requests to TxTC to authorize the two counties to form an RMA as required by TxTC rules. Williamson shall enter into and administer the contracts with the consultants or other third parties and make the necessary expenditures subject to reimbursement by Travis for Travis's share. In recognition of the fact that Williamson has incurred \$___ in outside expenses pending execution of this Agreement, Travis shall reimburse Williamson in full for the first \$___ Williamson incurs in outside expenses after execution of this Agreement. After reimbursement of that amount, Travis shall be obligated to reimburse Williamson for only half of Williamson's remaining outside expenses, provided

Williamson may contract only with those consultants or third parties approved by Travis on those contractual terms approved by Travis, and Travis shall be obligated to reimburse Williamson only those expenditures proposed by Williamson and approved by Travis in advance of the expenditure. Each Party shall be responsible for its own county employees' salaries and fringe benefits, administrative expenses and overhead, and all other indirect or internal expenses. Neither Party's obligations for outside expenses under this Agreement shall exceed \$250,000.

Each party's respective Commissioners Court shall appoint two of their members to serve on a Joint RMA Subcommittee. The Joint RMA Subcommittee shall meet regularly to consider issues regarding formation of the RMA, review the work plans of or planned expenditures for consultants or other third party contractors, receive oral reports or presentations and review written reports or work products, and make recommendations to the Parties' respective Commissioners Courts regarding final action on any matter. If the RMA is formed, the Joint RMA Subcommittee shall continue to meet regularly to consider any issues regarding the Parties' ongoing relationship with the RMA and make recommendations to the Parties' respective Commissioners Courts.

In order for any formal action to be taken relating to the RMA, including but not limited to filing either a petition for creation of the RMA or a request for state funding for RMA operational costs with TxTC, accepting or objecting to a TxTC minute order authorizing creation of the RMA, entering into an interlocal cooperation agreement between a county and the RMA, or any other formal action, each Commissioners Court must formally approve the action.

All payments by one party to the other shall be from current revenue funds available to the former.

This Agreement shall commence on the date signed by both parties and shall continue in force and effect until September 30, 2003, and shall be renewed automatically for an additional year on September 30th of each year unless either Party notifies the other in writing that it desires not to renew for any reason. In addition, either Party may terminate this Agreement at any time by sending the other party written notice either if the other Party commits a breach or if formation of the RMA is determined to no longer be in the Party's best interests. If this Agreement is terminated, each party shall remain liable under this Agreement only for expenditures properly made prior to termination.

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. No agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the other party. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

This Agreement may not be amended except in writing signed by both parties. No agent, employee, or representative of either party has the authority to amend this Agreement, unless expressly granted that authority by that party's Commissioners Court.

If any provision of this Agreement, or any application of it to any circumstances, is ruled to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall be construed as if that

portion were not included in the Agreement and remain valid and binding.

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of that breach, or of a subsequent breach of the same or a different provision. No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of the other party that then exists or may subsequently exist. Each party reserves all rights under this Agreement and any payment, act, or omissions shall not impair or prejudice any remedy or right under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter herein.

Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt or (ii) when sent by U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as the case may be, at the following addresses:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
314 West 11th Street, Room 520
Austin, Texas 78701

Honorable John C. Doerfler (or successor)
Williamson County Judge
Williamson County Courthouse, 2d Floor
8th and Austin Ave.
Georgetown, Texas 78626

The law governing the interpretation and construction of this Agreement shall be the laws of the State of Texas. All obligations arising as a result of this Agreement are performable in Travis County, Texas.

The Parties shall comply with all federal, state, county and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement.

EXECUTED this ____ day of _____, 2002.

TRAVIS COUNTY

WILLIAMSON COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge

By:
John C. Doerfler
Williamson County Judge

Williamson County Road Bonds
Cash Flow

		Georgetown Inner Loop Cedar Breaks											
		Chandler Rd.	CR 137	CR 176	CR 200	CR 214	CR 276	CR 300/301	CR 366/369	CR 412			
2002	July	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 200,000		
	August	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000		
	September	\$ -	\$ 150,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 200,000	\$ -	\$ 400,000		
	October	\$ 50,000	\$ 100,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ 400,000		
	November	\$ 100,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 400,000		
	December	\$ 100,000	\$ 100,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 150,000	\$ 300,000		
	January	\$ 250,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 200,000	\$ 500,000		
	February	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ 300,000	\$ 500,000		
	March	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 600,000		
	April	\$ -	\$ 250,000	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 300,000	\$ -	\$ 320,000	\$ 500,000		
	May	\$ 50,000	\$ 350,000	\$ -	\$ 150,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 400,000		
2003	June	\$ -	\$ 300,000	\$ -	\$ 150,000	\$ 125,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 400,000		
	July	\$ 1,000,000	\$ 250,000	\$ -	\$ 100,000	\$ -	\$ 150,000	\$ 100,000	\$ -	\$ -	\$ 400,000		
	August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 400,000		
	September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 500,000		
	October	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 750,000		
	November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -		
	December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Total	\$ 2,050,000	\$ 2,100,000	\$ 1,500,000	\$ 500,000	\$ 325,000	\$ 1,050,000	\$ 2,000,000	\$ 950,000	\$ 1,870,000	\$ 7,150,000		

Williamson County Road Bonds
Cash Flow

	Georgetown Inner Loop D.B. Woods	Georgetown Inner Loop D.B. Woods Ext.	Georgetown Inner Loop FM 2243 to IH 35	Georgetown Inner Loop East	Lakeline	McNeil Road	Parmer Lane South	Parmer Lane North	River Bend Oaks Sub.	US 79	Wyoming Springs South
2020	July \$ 250,000	-	50,000	50,000	-	50,000	100,000	100,000	150,000	-	25,000
0	August \$ 250,000	-	50,000	50,000	-	50,000	100,000	100,000	150,000	-	25,000
0	September \$ 250,000	-	50,000	50,000	-	50,000	100,000	100,000	100,000	-	30,000
2020	October \$ 200,000	100,000	50,000	50,000	-	50,000	200,000	100,000	-	-	30,000
2	November \$ 200,000	100,000	50,000	100,000	-	50,000	300,000	100,000	-	-	30,000
	December \$ 200,000	100,000	-	150,000	-	50,000	500,000	100,000	-	500,000	40,000
2003	January \$ 200,000	-	-	200,000	-	50,000	550,000	100,000	-	-	40,000
	February \$ 200,000	-	-	350,000	-	50,000	650,000	100,000	-	-	40,000
	March \$ 250,000	-	-	450,000	-	50,000	850,000	100,000	-	500,000	50,000
	April \$ -	-	-	500,000	-	100,000	1,000,000	100,000	-	-	50,000
	May \$ -	-	-	600,000	-	350,000	1,000,000	200,000	-	-	60,000
	June \$ -	-	-	600,000	-	450,000	1,000,000	350,000	-	500,000	65,000
	July \$ -	-	-	600,000	100,000	600,000	1,000,000	550,000	-	-	65,000
	August \$ -	-	-	550,000	250,000	700,000	1,000,000	650,000	-	500,000	60,000
	September \$ -	-	-	450,000	300,000	800,000	1,000,000	700,000	-	-	60,000
	October \$ -	-	-	450,000	250,000	800,000	800,000	700,000	-	-	70,000
	November \$ -	-	-	350,000	200,000	800,000	800,000	700,000	-	-	70,000
	December \$ -	-	-	550,000	200,000	650,000	800,000	700,000	-	500,000	70,000
Total		\$ 2,000,000	\$ 300,000	\$ 250,000	\$ 6,100,000	\$ 1,550,000	\$ 5,700,000	\$ 11,750,000	\$ 4,950,000	\$ 400,000	\$ 875,000

Williamson County Road Bonds
Cash Flow

		Wyoming Springs North		Hutto Bypass 136 to 110		CR 119		Wooden Bridges		CR 268		Congestion/ Safety		Pct. Roads		SH 45/Loop 1 ROW		Environmental		TOTAL All Projects	
2002	July	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,675,000
	August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,875,000
	September	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,090,000
	October	\$ 40,000	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000,000	\$ 100,000	\$ -	\$ -	\$ 22,620,000
	November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,830,000
2002	December	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,640,000
	January	\$ 150,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 2,940,000
2000	February	\$ 250,000	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ 4,290,000
	March	\$ 250,000	\$ 250,000	\$ 250,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000,000	\$ -	\$ -	\$ -	\$ 24,850,000
	April	\$ 300,000	\$ 250,000	\$ 300,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 5,150,000
	May	\$ 250,000	\$ 300,000	\$ 300,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,830,000
	June	\$ -	\$ 300,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000,000	\$ 1,000,000	\$ -	\$ -	\$ 28,740,000
2000	July	\$ -	\$ 300,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,315,000
	August	\$ -	\$ 200,000	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,015,000
	September	\$ -	\$ 150,000	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,810,000
	October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000,000	\$ 1,000,000	\$ -	\$ -	\$ 25,160,000
	November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,020,000
2003	December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 3,970,000
	Total	\$ 1,370,000	\$ 2,300,000	\$ 1,600,000	\$ 1,300,000	\$ -	\$ -	\$ 480,000	\$ 6,000,000	\$ 80,000,000	\$ 3,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,900,000	\$ -	\$ -	\$ -

AGENDA ITEM 24

Discuss and take appropriate action on parks advisory committee.

Commissioner Boatright announced that there would be a work session held by the parks advisory committee on Saturday, September 28, 2002 from 1:00 p.m. until 6:00 p.m. at Avery Ranch. The budget should be finalized by then, and he wants to transition to a permanent board of approximately 7 members, who will serve for 2 or 3-year terms. Another issue that he wants to address at the meeting is the establishment of a parks foundation board to help secure funding on a long-term basis.

No action was taken on this agenda item.

AGENDA ITEM 25

Consider approving change order for Workman Corporation for Williamson County Regional Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a change order for the Workman Corporation for the Williamson County Regional Park.

Vote: **4 - 0**

Commissioner Heiligenstein asked Mr. Linehan to have Charlie Crossfield contact Jim Nuse to see if there is anything else that needs to be done regarding the pass-through agreements between Round Rock, Williamson County MUD #9, and Williamson County.

Paul Linehan gave the court an update on the wells for the park. He asked the court for direction on how to proceed with the project, since none of the wells are producing at the expected rate. The cost to acidize a well would be between \$13,000 and \$14,000. He was advised by the court to proceed with acidizing well #1 in an attempt to increase production.

< Attachment >