

AGENDA ITEM 38

Consider approving Parking Agreement between Williamson County and San Gabriel River Place Partners LLC for use of parking garage located at Third and Rock Street.

Commissioner Birkman addressed the Court, and asked that this item be moved to the agenda of May 25th, 2004.

AGENDA ITEM 39

Consider approving the Amendment for the Preservation of a Historic Bridge Off the State System (Two-Party).

Greg Bergeron addressed the Court regarding this bridge on County Road 456.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the Amendment for the Preservation of a Historic Bridge Off the State System (Two-Party).

Vote: **5 – 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2004, by and between WILLIAMSON COUNTY (the "County") and the THE CITY OF TAYLOR (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 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, the County and the City desire to participate the mowing of a certain roadway leading to the Events Center located in Taylor, Texas; and

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

I.**FINDINGS**

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. **Mowing.** The City will, once a month, or as often as needed, mow the right-of-way from FM 397 to the Event Center parking lot. The County shall pay the City within 30 days receipt of invoices, the sum of two hundred (\$200.00) dollars for the first mowing, and the sum of one hundred and fifty (\$150.00) dollars for each of the other mowings. The costs of said mowings shall be adjusted on an annual basis.

Interlocal Agreement Events Center.DOC

II.

Term of Agreement

1. **Term of Agreement.** The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for so long as the parties mutually agree to continue said mowing (the "Initial Term").

III.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.
3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

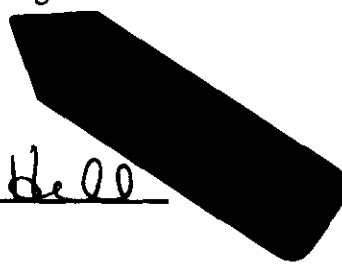
IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officer's thereunto duly authorized.

WILLIAMSON COUNTY

By: John C. Doerfler 5-11-04
JOHN DOERFLER, County Judge
Williamson County, Texas

CITY OF TAYLOR

By: Donald R. Hill
Donald R. Hill, Mayor
City of Taylor, Texas





MEMORANDUM

T.X.D.O.T. Received
APR 08 2004
District 14 Georgetown Residency

TO: Gene Heinemann
Georgetown Area Office

FROM: Dennis Nielsen *DN*
Environmental Section, Austin District

SUBJECT: 0914-05-119
CR 410 (Signed CR 456) @ Brushy Creek
Structure #AA04-10-001
Williamson County

DATE: April 7, 2004

As we discussed this morning, attached are two additional copies of the Amendment for the Preservation of a Historic Bridge Off the State System (Two-Party). Please have the Williamson County Judge sign both copies of the Amendment and return both copies of the Amendment to me. Also, please attach a copy of the resolution passed by Williamson County stating that they will maintain the bridge once TxDOT is done with the project and a copy of the plan sheets that the Bridge Division prepared showing the rehabilitation details.

If you have any questions, please let me know.

Attachments

cc: John Wagner, P.E.

MEJ ☒ TRN ☐
 HGS ☐ SMD ☐
 GDP ☒ PGG ☐
 MFH ☐ LDG ☐
 MEJ ☒ EJH ☒
 File ☒ Post ☐
 cc: ALL

County: Williamson
CSJ: 0914-05-119
Project: BR 2002 (464)
Road/Street: CR 410
NBI Structure No.: 14-246-0 AA04-10-001
Local Designation No.: CR 456
Feature Crossed: Brushy Creek

**ADVANCE FUNDING AGREEMENT AMENDMENT
For Bridge Replacement or Rehabilitation
Off the State System:**

**AMENDMENT
FOR THE PRESERVATION
OF A HISTORIC BRIDGE
OFF THE STATE SYSTEM (TWO-PARTY)
Amendment Number 1**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AMENDMENT (the Amendment) IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State; and Williamson County, a political subdivision of this state, hereinafter called the Local Government, acting by and through its duly authorized officials.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an agreement on September 16, 2003 to effectuate a project to replace the bridge under the off-state system federal-aid highway bridge replacement and rehabilitation program (HBRRP); and

WHEREAS, the date for letting the highway bridge replacement project to contract construction is tentatively scheduled for December 2004; and

WHEREAS, the existing bridge being replaced has been listed or determined eligible for listing on the National Register of Historic Places, i.e., a "historic bridge"; and

WHEREAS, Title 23, Section 144(o) United States Code established the Historic Bridge Program to provide for the rehabilitation, reuse and preservation of historic bridges; and

WHEREAS, the Historic Bridge Program provides that any State which proposes to demolish a historic bridge for a replacement project under the HBRRP shall make the bridge available for donation to recipients which may be public or private entities; and

WHEREAS, it is mutually agreeable between the State and Local Government for ownership of the Historic Bridge to be retained by the Local Government for preservation in accordance with the Historic Bridge Program; and

WHEREAS, the Local Government submitted a proposal to the State evidencing its desire to retain ownership and preserve the Historic Bridge under the provisions of the Historic Bridge Program; and

WHEREAS, the Local Government's proposal is acceptable to the State and is included as a part of this Amendment as Exhibit A.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

Article 1. Ownership of the Historic Bridge

- A. Ownership of and control over the Historic Bridge shall be retained by the Local Government.
- B. Retainage of ownership by the Local Government includes full and continued responsibility for all future legal and financial matters relating to the Historic Bridge, including compliance with applicable federal, state, and local government laws, rules, and regulations.

Article 2. Adaptive Use of the Historic Bridge

- A. The Local Government shall preserve and maintain the Historic Bridge and the features that give it its historical significance, adhering to the provisions of the U.S. Secretary of Interior's Standards for Rehabilitation (36 CFR 67) hereby incorporated by reference and made a part of this agreement as though fully set forth herein.

The Local Government shall consult with the State Historic Preservation Officer (SHPO) in the future prior to altering, renovating, or transferring ownership of the Historic Bridge.

- B. The Local Government shall permit the State or its authorized representative access to the current site to perform any activities required to execute the work. The Local Government shall provide for all necessary real property and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 3. Scope of Work and Funding

The work to be accomplished by the State is described in Exhibit B. The work to be accomplished by the Local Government is described in Exhibit C. Exhibits B and C are attached hereto and made part of this agreement. Funding obligations for the State and funding obligations for the Local Government are described in Exhibits B and C, respectively.

Article 4. Gratuities

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefit, gifts, favors or gratuities from any person or business doing business with the State under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance approval of the State's Executive Director. Any person or organization doing business with the State may not make any offer of benefits, gifts, favors or gratuities to State employees, except as mentioned hereinabove. Failure on the part of the Local Government to adhere to this policy may result in termination of this agreement.

Article 5. Termination

A. This Amendment may be terminated by any of the following conditions:

1. By mutual agreement and consent of all parties or by any party, upon thirty (30) days written notice to the other parties.
2. By the State giving written notice to the Local Government as a consequence of Local Government's failure to satisfactorily perform the responsibilities and obligations set forth in this Amendment. Reasonable allowance will be made for circumstances beyond the control of the Local Government, as determined by the State. The Local Government will be afforded thirty (30) days to remedy the breach as outlined by the State.

B. Termination of this Amendment shall extinguish all duties, obligations and liabilities of the State and Local Government under this Amendment. The Local Government shall reimburse the State for any costs incurred on behalf of the Local Government up to the time of termination.

Article 6. Signatory Warranty

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

IN WITNESS WHEREOF, duly authorized representatives of the State and the Local Government have signed duplicate counterparts of this Amendment.

THE LOCAL GOVERNMENT

Williamson County

By:

John C. Dwyer
Signature

John C. Dwyer
Printed Name

Title:

County Judge

Date:

5-11-04

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:

Mary Lou Ralls, P.E.
Director, Bridge Division

Date:

County: Williamson
CSJ: 0914-05-119
Project: BR 2002 (464)
Road/Street: CR 410
NBI Structure No.: 14-246-0-AA04-10-001
Local Designation No.: CR 456
Feature Crossed: Brushy Creek

EXHIBIT A

LOCAL GOVERNMENT'S PROPOSAL

The Local Government proposes to preserve the bridge as described in the attached Williamson County Resolution.

County: Williamson
CSJ: 0914-05-119
Project: BR 2002 (464)
Road/Street: CR 410
NBI Structure No.: 14-246-0-AA04-10-001
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EXHIBIT B

RESPONSIBILITIES OF THE STATE

The State or the State's contractor will be responsible for the following items of work:

1. Prepare complete Plans, Specifications and Estimates for the project to include:
 - a. Repairing existing abutment backwalls;
 - b. Replacing existing expansion bearings;
 - c. Replacing existing steel stringers;
 - d. Replacing existing timber deck with new glulam timber deck;
 - e. Repairing existing bridge railing;
 - f. Cleaning and painting the structure; and
 - g. Regrading the approach roadway as necessary.
2. Advertising for construction bids, issuing bid proposals, awarding and administering the contract for construction of the project;
3. Providing construction engineering and inspection during construction; and
4. Providing final inspection and issuing a "Notification of Completion" upon completion of project.

REIMBURSEMENT OF COSTS

The cost for performing the responsibilities listed above shall be born entirely by the State, with no reimbursement to be made to the State by the Local Government for this work.

County: Williamson
CSJ: 0914-05-119
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EXHIBIT C

RESPONSIBILITIES OF THE LOCAL GOVERNMENT

The Local Government or the Local Government's contractor will be responsible for the following items of work:


All funding and/or performing any work for preservation beyond the work performed and/or funded by the state.

Retain ownership of the bridge effective upon completion of the state's project, or as specified in writing by the state.

Any restoration work shall be in accordance with the Secretary of the Interior's Standards for Rehabilitation.

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THE LOCAL GOVERNMENT

Williamson County
By: John C. Daerfler
Signature
John C. Daerfler
Printed Name
Title: County Judge
Date: 5-11-04

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Mary Lou Ralls, P.E.
Director, Bridge Division
Date: _____

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 - g. Regrading the approach roadway as necessary.
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EXHIBIT C

RESPONSIBILITIES OF THE LOCAL GOVERNMENT

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Retain ownership of the bridge effective upon completion of the state's project, or as specified in writing by the state.

Any restoration work shall be in accordance with the Secretary of the Interior's Standards for Rehabilitation.

REIMBURSEMENT OF COSTS

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AGENDA ITEM 40

Discuss and take appropriate action on the City of Taylor request for variance from the platting requirements for water treatment plant house site.

Casey Sledge, City Engineer of the City of Taylor, addressed the Court.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve a variance from the platting requirements for water treatment plant house site as requested by the City of Taylor.

Vote: **5 – 0**

< Attachment >