

**AGENDA ITEM 28**

Consider approving a resolution regarding preservation of a bridge.

**Commissioner Limmer** addressed the Court regarding a bridge on **CR 456**, just north-east of Coupland.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Birkman**

Motion: To approve a resolution regarding preservation of an historic bridge on **County Road 456**.

Vote: **4 – 0**

< Attachment >

STATE OF TEXAS

IN THE COMMISSIONERS COURT

COUNTY OF WILLIAMSON

OF WILLIAMSON COUNTY, TEXAS

**RESOLUTION REGARDING**  
**PRESERVATION OF BRIDGE**

WHEREAS, the Commissioners Court of Williamson County, Texas desires to adopt a resolution to authorize the preservation of the bridge located on CR 456 at Brushy Creek, NBI Structure No. 14-246-0 AA04-10-001.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNTY COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS hereby adopts this resolution to authorize the preservation of the herein above described bridge pursuant to the terms and conditions set out in Amendment for the Preservation of a Historic Bridge off the State System (Two-Party).

IT IS FURTHER RESOLVED THAT this resolution be attached to said Amendment as Attachment A.

PASSED AND APPROVED this 8<sup>th</sup> day of June, 2004.

  
\_\_\_\_\_  
JOHN C. DOERFLER  
COUNTY JUDGE

ATTEST:

  
\_\_\_\_\_  
NANCY RISTER, COUNTY CLERK



Post-it* Fax Note	7671	Date	6-5-04 # of pages 7
To	Jane	From	Dorothy
Co/Dept.	Co JUDGE	Co.	
Phone #		Phone #	
Fax #	943-1662	Fax #	

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

**WITNESSETH**

**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 HBRP 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. Dangler  
Signature

John C. Dangler  
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  
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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.

### REIMBURSEMENT OF COSTS

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

**AGENDA ITEM 29**

Discuss and take appropriate action on order designating a location of monthly trustee sale.

**Assistant County Attorney Dale Rye** and **County Clerk Nancy E. Rister** addressed the Court.

No action was taken on Agenda Item 29, which was moved to the agenda of the meeting of June 15, 2004.

**AGENDA ITEM 30**

Consider authorizing Co. Judge to execute documentation consenting to annexation of certain county property into Williamson County Municipal Utility Dist. #11.

Charlie Crossfield addressed the Court.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize County Judge to execute documentation consenting to annexation of certain county property into Williamson County Municipal Utility Dist. #11.

Vote: **4 – 0**

< Attachment >