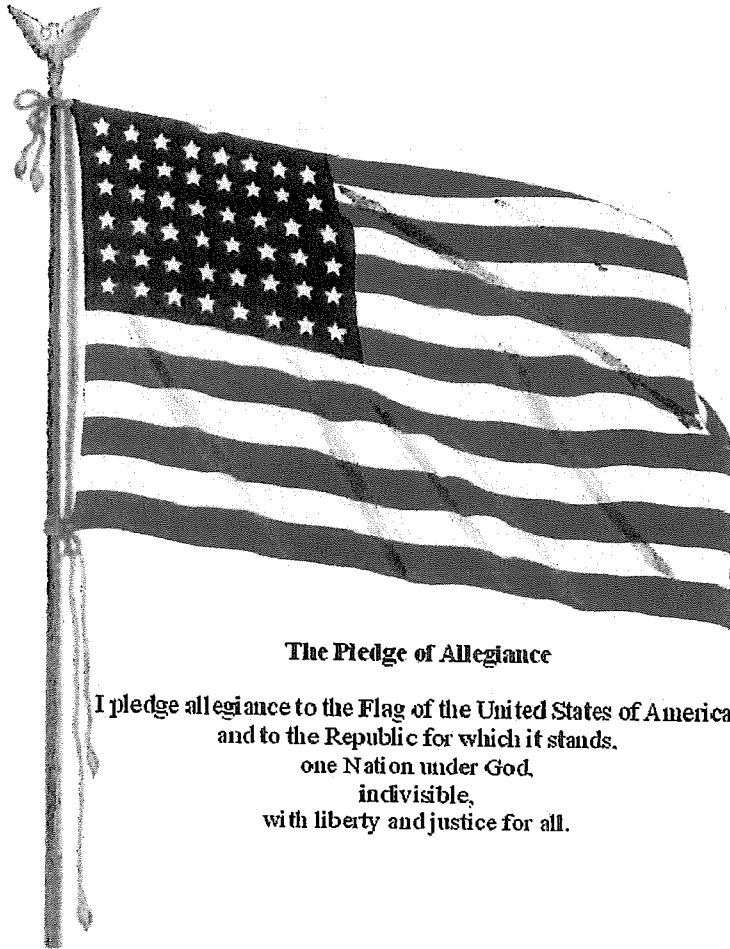


SPECIAL MEETING
APRIL 15, 2016
1:00 PM

Pledge of Allegiance to the Flag.

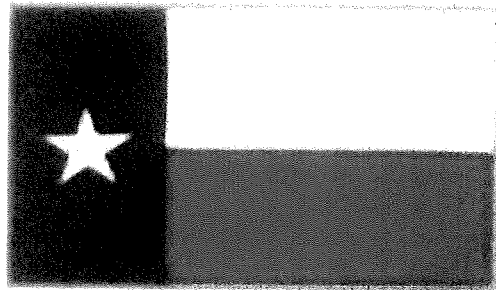


The Pledge of Allegiance

I pledge allegiance to the Flag of the United States of America,
and to the Republic for which it stands,
one Nation under God,
indivisible,
with liberty and justice for all.

**(Texas Pledge: Honor the Texas flag;
I pledge allegiance to thee, Texas,
one state under God, one and
indivisible).**

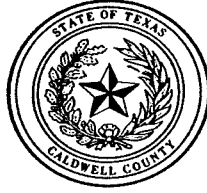
Pledge to the Texas Flag



**Honor the Texas
Flag; I pledge
allegiance to thee,
Texas, one state
under God, one and
indivisible**

Citizens' Comments:

At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comment will continue as the last agenda item of the day).



FILED this 12th day of April 2016
11:45 M
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Manish Seeshya Deputy

Notice of Special Meeting

Commissioners Court of Caldwell County, Texas

Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on the 15th day of April, 2016 at 1:00 P.M. in the 2nd Floor Courtroom, Caldwell County Courthouse located at 110 S. Main Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Note: Commissioners Court Meeting packets are prepared several days prior to each meeting. This information is reviewed and studied by the Court members, eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of the Court.

Start times for regular agenda items are tentative; some items may be held earlier or later than the scheduled time.

Agenda

Call Meeting to Order.

- 2016.04.15.01** **Pledge of Allegiance to the Flags.** (Texas Pledge: Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).
- 2016.04.15.02** **Citizens' Comments.** At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comments will continue as the last agenda item of the day).
- 2016.04.15.03** **Discussion/Action** to authorize the County Judge to execute advanced funding agreement #2 regarding regarding Cherryville Parkway, Westwood Road, Old Fentress Road and Schuelke Road. **Cost:** TBD; **Speaker:** Judge Schawe; **Backup:** 21.
- 2016.04.15.04** **Executive Session** pursuant to Sections 552.071 and 552.072 of Texas Government Code: consultation with counsel and deliberation regarding the

purchase, exchange, lease, or value of County-owned property located at 100 E. Market Street and 201 E. San Antonio Street. Possible action may follow in open court. **Cost:** TBD; **Speaker:** Judge Schawe; **Backup:** None.

2016.04.15.05 Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.

www.co.caldwell.tx.us

AGENDA

2016.04.11.06 Discussion/Action
to authorize the County Judge to
execute advanced funding agreement
#2 regarding regarding Cherryville
Parkway, Westwood Road, Old
Fentress Road and Schuelke Road.
Cost: TBD; Speaker: Judge Schawe;
Backup: 21.

CSJ: 0914-22-064
PROJECT: Caldwell County Projects,
Old Fentress, Westwood,
Schuelke Roads and
Cherryville Parkway
District: 14 – Austin
Code Chart # 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY [130] SUBACCOUNT
Upgrade and Paving of County Roads
(Off System)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and Caldwell County (Local Government), collectively, the "Parties."

WITNESSETH

WHEREAS, the State has received money from the SH 130 Concession Company, LLC under the SH 130, Segments 5 & 6 Facility Concession Agreement for the right to develop, finance, design, construct, operate, and maintain the SH 130 toll project from Business SH 130, Segments 5 & 6 toll project from US 183 in Travis County to IH 10 in Guadalupe County (SH 130 payments); and

WHEREAS, pursuant to Transportation Codes §228.006 and 228.012, the State has created a separate subaccount to hold the SH 130 payments (SH 130 subaccount); and

WHEREAS, in Minute Order 113487, dated February 28, 2013, the Texas Transportation Commission (the "Commission") ordered that funds from payments received from SH 130 payments shall be allocated to transportation improvement projects identified within the Austin and San Antonio districts. Projects to be funded from those allocations or changes in the distribution of the allocations will be approved by the Commission through updates to the State's Unified Transportation Program; and

WHEREAS, the Local Government has requested money from the SH 130 Subaccount for: Upgrading and repaving of Old Fentress Road from SH 130 to FM 20 and Schuelke Road from SH 21 to SH 130, Pave the unpaved section of Westwood Road from FM 20 to 2.1 miles Southeast of FM 20 and Cherryville Road from SH 80 to 0.8 miles North (Project); Caldwell County has selected the Projects to be funded from the SH 130 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money with Minute Order No. 113487;; and

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, the State should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 130 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay (or apply) money to the Local Government from the SH 130 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure; and (2) thirty days after execution of this Agreement. If Attachment A shows that the State has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 130 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2013 Fiscal Year began September 1, 2012).

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the State for additional funds from the SH 130 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 130 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the Commission declines the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 130 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match – N/A

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for approved phases. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 130 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 130 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities

Article 7. Procurement and Contracting Process

For any work the Local Government is performing, the State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The State shall maintain a copy of the certification in the project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the State's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement, provided that cost is an approved phase, as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification

stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

Article 11. Compliance with Laws; Environmental Review and Public Involvement

The State will provide Environmental Review according to, but not limited to, 43 T.A.C. Section 2.41 et.seq. When required, the Local Government shall furnish the State with satisfactory proof of compliance. Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project, unless otherwise provided for in a prior existing maintenance agreement with the Local Government.

Article 17. Responsibilities of the Parties

- A. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- B. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or

omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.

- C. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.
- D. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.
- E. The Local Government, by contract, shall require its contractor(s) and subcontractor(s), prior to doing any work on the Project, to: (1) secure an insurance policy in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) indemnify and hold harmless the Local Government and the State from all claims, liability, and damages resulting from the contractor's performance under the contract. – N/A

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Caldwell County County Judge 110 South Main Street Lockhart, Texas 78644	Texas Department of Transportation Attn: Director of Contract Services 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local

Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. Caldwell County

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to the State, on a monthly basis, a report of expenses. The report shall list separately the expenditures by project phase, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 130 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to the State for review and comment.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- by the State if the Local Government does not let the construction contract for the Project one year after the State first provides 130 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement;
- by the State if it determines that the performance of the Project is not in the best interest of the State. – N/A

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

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.

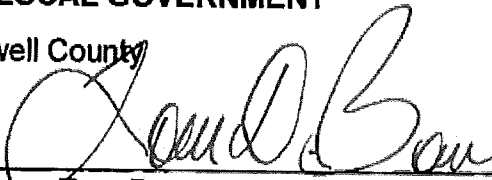
By  _____

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date 09/10/14

THE LOCAL GOVERNMENT

Caldwell County

By  _____

Tom Bonn
County Judge

Date 9 SEP '14

ATTACHMENT A

Payment Provision and Work Responsibilities

For CSJ# 0914-22-064, the State will pay \$9,000,000 from the SH 130 Subaccount for Old Fentress Road, upgrade and repave roadway, Westwood Road, pave unpaved section, Schuelke Road, upgrade and repave roadway and Cherryville Parkway, pave unpaved section.

In accordance with the allocation of funds approved by Caldwell County, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work:

Old Fentress Road, Westwood Road, Schuelke Road, Cherryville Parkway							
Description	Total Estimated Cost	State Participation		SH 130 Concession Payments		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (By Local Government)	\$150,000	0%	\$0	100%	\$150,000	0%	\$0
Environmental (By Local Government)	\$22,000	0%	\$0	100%	\$22,000	0%	\$0
Right of Way Acquisition (By Local Government)	\$200,000	0%	\$0	100%	\$200,000	0%	\$0
Utilities (By Local Government)	\$60,000	0%	\$0	100%	\$60,000	0%	\$0
Construction (By Local Government):	\$8,508,000	0%	\$0	100%	\$8,508,000	0%	\$0
PE/Construction Subtotal	\$8,940,000		\$0		\$8,940,000		\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$40,000	0%	\$0	100%	\$40,000	0%	\$0
Construction Direct State Costs	\$20,000	0%	\$0	100%	\$20,000	0%	\$0
Direct Costs Subtotal	\$60,000		\$0		\$60,000		\$0
TOTAL	\$9,000,000		\$0		\$9,000,000		\$0
Indirect State Costs (4.83%)	\$431,802	100%	\$431,802	0%	\$0	0%	\$0
GRAND TOTAL	\$9,431,802		\$431,802		\$9,000,000		\$0

The Local Government's required local match is \$0.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
Project: Caldwell County Projects,
Old Fentress, Westwood,
Schuelke Roads and
Cherryville Parkway
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and Caldwell County, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on September 10 of 2014 to effectuate their agreement to upgrade and repave county roads; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

1. Description of Amended Items

The 4th recital is deleted in its entirety and replaced with the following:

WHEREAS, the Local Government has requested money from the SH 130 Subaccount for: Upgrading and repaving of Old Fentress Road from SH 130 to FM 20, CSJ 0914-22-067 and Schuelke Road from SH 21 to SH 130, CSJ 0914-22-068, pave the unpaved section of Westwood Road from FM 20 to 2.1 miles Southeast of FM 20, CSJ 0914-22-066 and Cherryville Road from SH 80 to 0.8 miles North, CSJ 0914-22-064 (Project); Caldwell County has selected the Projects to be funded from the SH 130 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money with Minute Order No. 113487; and

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
Project: Caldwell County Projects,
Old Fentress, Westwood,
Schuelke Roads and
Cherryville Parkway
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Attachment A, Payment Provision and Work Responsibilities is deleted in its entirety and replaced with Attachment A-1, Payment Provision and Work Responsibilities which is attached to this amendment.

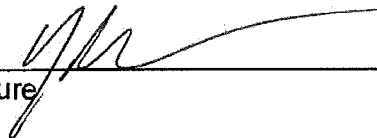
All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT



Signature

Ken Schawe

Typed or Printed Name

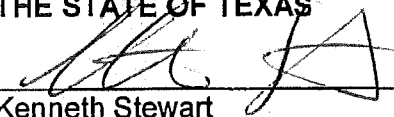
County Judge

Title

May 4, 2015

Date

THE STATE OF TEXAS



Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

05/12/15

Date

CSJ #0914-22-064, 0914-22-066,
 0914-22-067, 0914-22-068
 District # 14 - AUS
 Code Chart 64 # 50028
 Project: Caldwell County Projects,
 Old Fentress, Westwood,
 Schuelke Roads and
 Cherryville Parkway
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

**ATTACHMENT A-1
 Payment Provision and Work Responsibilities**

For CSJ's# 0914-22-064, 0914-22-066, 0914-22-067 and 0914-22-068 the State will pay \$9,000,000 from the SH 130 Subaccount for Old Fentress Road, upgrade and repave roadway, Westwood Road, pave unpaved section, Schuelke Road, upgrade and repave roadway and Cherryville Parkway, pave unpaved section. The Local Government will then be responsible for 100% of the costs.

In accordance with the allocation of funds approved by Caldwell County, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work:

CSJ 0914-22-064, Cherryville Parkway				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$10,000	\$0	\$10,000	\$0
Environmental (By Local Government)	\$2,000	\$0	\$2,000	\$0
Right of Way Acquisition (By Local Government)	\$0	\$0	\$0	\$0
Utilities (By Local Government)	\$0	\$0	\$0	\$0
Construction (By Local Government):	\$784,500	\$0	\$784,500	\$0
PE/Construction Subtotal	\$796,500	\$0	\$796,500	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$2,500	\$0	\$2,500	\$0
Construction Direct State Costs	\$1,000	\$0	\$1,000	\$0
Direct Costs Subtotal	\$3,500	\$0	\$3,500	\$0
TOTAL	\$800,000	\$0	\$800,000	\$0
Indirect State Costs (5.74%)	\$45,719	\$45,719	\$0	\$0
GRAND TOTAL	\$845,719	\$45,719	\$800,000	\$0

CSJ #0914-22-064, 0914-22-066,
 0914-22-067, 0914-22-068
 District # 14 - AUS
 Code Chart 64 # 50028
 Project: Caldwell County Projects,
 Old Fentress, Westwood,
 Schuelke Roads and
 Cherryville Parkway
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

CSJ 0914-22-066, Westwood Road				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$50,000	\$0	\$50,000	\$0
Environmental (By Local Government)	\$8,000	\$0	\$8,000	\$0
Right of Way Acquisition (By Local Government)	\$80,000	\$0	\$80,000	\$0
Utilities (By Local Government)	\$30,000	\$0	\$30,000	\$0
Construction (By Local Government):	\$2,810,000	\$0	\$2,810,000	\$0
PE/Construction Subtotal	\$2,978,000	\$0	\$2,978,000	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$15,000	\$0	\$15,000	\$0
Construction Direct State Costs	\$7,000	\$0	\$7,000	\$0
Direct Costs Subtotal	\$22,000	\$0	\$22,000	\$0
TOTAL	\$3,000,000	\$0	\$3,000,000	\$0
Indirect State Costs (5.74%)	\$170,937	\$170,937	\$0	\$0
GRAND TOTAL	\$3,170,937	\$170,937	\$3,000,000	\$0

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
Project: Caldwell County Projects,
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CSJ 0914-22-067, Old Fentress Road				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$10,000	\$0	\$10,000	\$0
Environmental (By Local Government)	\$2,000	\$0	\$2,000	\$0
Right of Way Acquisition (By Local Government)	\$0	\$0	\$0	\$0
Utilities (By Local Government)	\$0	\$0	\$0	\$0
Construction (By Local Government):	\$684,500	\$0	\$684,500	\$0
PE/Construction Subtotal	\$696,500	\$0	\$696,500	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$2,500	\$0	\$2,500	\$0
Construction Direct State Costs	\$1,000	\$0	\$1,000	\$0
Direct Costs Subtotal	\$3,500	\$0	\$3,500	\$0
TOTAL	\$700,000	\$0	\$700,000	\$0
Indirect State Costs (5.74%)	\$39,979	\$39,979	\$0	\$0
GRAND TOTAL	\$739,979	\$39,979	\$700,000	\$0

CSJ #0914-22-064, 0914-22-066,
 0914-22-067, 0914-22-068
 District # 14 - AUS
 Code Chart 64 # 50028
 Project: Caldwell County Projects,
 Old Fentress, Westwood,
 Schuelke Roads and
 Cherryville Parkway
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

CSJ 0914-22-068 Schuelke Road				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$80,000	\$0	\$80,000	\$0
Environmental (By Local Government)	\$10,000	\$0	\$10,000	\$0
Right of Way Acquisition (By Local Government)	\$120,000	\$0	\$120,000	\$0
Utilities (By Local Government)	\$30,000	\$0	\$30,000	\$0
Construction (By Local Government):	\$4,229,000	\$0	\$4,229,000	\$0
PE/Construction Subtotal	\$4,469,000	\$0	\$4,469,000	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$20,000	\$0	\$20,000	\$0
Construction Direct State Costs	\$11,000	\$0	\$11,000	\$0
Direct Costs Subtotal	\$31,000	\$0	\$31,000	\$0
TOTAL	\$4,500,000	\$0	\$4,500,000	\$0
Indirect State Costs (5.74%)	\$256,521	\$256,521	\$0	\$0
GRAND TOTAL	\$4,756,521	\$256,521	\$4,500,000	\$0

TOTAL FOR PROGRAM OF PROJECTS				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
TOTAL PROGRAM	\$9,513,156	\$513,156	\$9,000,000	\$0

The Local Government's required local match is \$0.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
Project: Caldwell County Projects,
Old Fentress, Westwood,
Schuelke Roads and
Cherryville Parkway
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and Caldwell County, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on September 10th of 2014 to effectuate their agreement to upgrade and repave county roads; and,

WHEREAS, the State and the Local Government executed Amendment 1 on May 12, 2015, that revised the scope of work and budget; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment A-1, Payment Provision and Work Responsibilities is deleted in its entirety and replaced with Attachment A-2, Payment Provision and Work Responsibilities which is attached to this amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
Project: Caldwell County Projects,
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Schuelke Roads and
Cherryville Parkway
Federal Highway Administration
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Ken Schawe

Typed or Printed Name

County Judge

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
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**ATTACHMENT A-2
Payment Provision and Work Responsibilities**

For CSJ's# 0914-22-064, 0914-22-066, 0914-22-067 and 0914-22-068 the State will pay \$9,000,000 from the SH 130 Subaccount for Old Fentress Road, upgrade and repave roadway, Westwood Road, pave unpaved section, Schuelke Road, upgrade and repave roadway and Cherryville Parkway, pave unpaved section. The Local Government will then be responsible for 100% of the costs.

CSJ 0914-22-064, Cherryville Parkway				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$10,000	\$0	\$10,000	\$0
Environmental (By Local Government)	\$2,000	\$0	\$2,000	\$0
Right of Way Acquisition (By Local Government)	\$0	\$0	\$0	\$0
Utilities (By Local Government)	\$0	\$0	\$0	\$0
Construction (By Local Government):	\$406,747	\$0	\$406,747	\$0
PE/Construction Subtotal	\$418,747	\$0	\$418,747	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$2,500	\$0	\$2,500	\$0
Construction Direct State Costs	\$1,000	\$0	\$1,000	\$0
Direct Costs Subtotal	\$3,500	\$0	\$3,500	\$0
TOTAL	\$422,247	\$0	\$422,247	\$0
Indirect State Costs (6.38%)	\$26,716	\$26,716	\$0	\$0
GRAND TOTAL	\$448,963	\$26,716	\$422,247	\$0

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
Project: Caldwell County Projects,
Old Fentress, Westwood,
Schuelke Roads and
Cherryville Parkway
Federal Highway Administration
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CSJ 0914-22-066, Westwood Road				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$50,000	\$0	\$50,000	\$0
Environmental (By Local Government)	\$8,000	\$0	\$8,000	\$0
Right of Way Acquisition (By Local Government)	\$80,000	\$0	\$80,000	\$0
Utilities (By Local Government)	\$30,000	\$0	\$30,000	\$0
Construction (By Local Government):	\$952,290	\$0	\$952,290	\$0
PE/Construction Subtotal	\$1,120,290	\$0	\$1,120,290	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$15,000	\$0	\$15,000	\$0
Construction Direct State Costs	\$7,000	\$0	\$7,000	\$0
Direct Costs Subtotal	\$22,000	\$0	\$22,000	\$0
TOTAL	\$1,142,290	\$0	\$1,142,290	\$0
Indirect State Costs (6.38%)	\$71,475	\$71,475	\$0	\$0
GRAND TOTAL	\$1,213,765	\$71,475	\$1,142,290	\$0

CSJ #0914-22-064, 0914-22-066,
0914-22-067, 0914-22-068
District # 14 - AUS
Code Chart 64 # 50028
Project: Caldwell County Projects,
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Federal Highway Administration
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CSJ 0914-22-067, Old Fentress Road				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$10,000	\$0	\$10,000	\$0
Environmental (By Local Government)	\$2,000	\$0	\$2,000	\$0
Right of Way Acquisition (By Local Government)	\$0	\$0	\$0	\$0
Utilities (By Local Government)	\$0	\$0	\$0	\$0
Construction (By Local Government):	\$269,728	\$0	\$269,728	\$0
PE/Construction Subtotal	\$281,728	\$0	\$281,728	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$2,500	\$0	\$2,500	\$0
Construction Direct State Costs	\$1,000	\$0	\$1,000	\$0
Direct Costs Subtotal	\$3,500	\$0	\$3,500	\$0
TOTAL	\$285,228	\$0	\$285,228	\$0
Indirect State Costs (6.38%)	\$17,974	\$17,974	\$0	\$0
GRAND TOTAL	\$303,202	\$17,974	\$285,228	\$0

CSJ #0914-22-064, 0914-22-066,
 0914-22-067, 0914-22-068
 District # 14 - AUS
 Code Chart 64 # 50028
 Project: Caldwell County Projects,
 Old Fentress, Westwood,
 Schuelke Roads and
 Cherryville Parkway
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

CSJ 0914-22-068 Schuelke Road				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
Preliminary Engineering (By Local Government)	\$80,000	\$0	\$80,000	\$0
Environmental (By Local Government)	\$10,000	\$0	\$10,000	\$0
Right of Way Acquisition (By Local Government)	\$120,000	\$0	\$120,000	\$0
Utilities (By Local Government)	\$30,000	\$0	\$30,000	\$0
Construction (By Local Government):	\$6,879,235	\$0	\$6,879,235	\$0
PE/Construction Subtotal	\$7,119,235	\$0	\$7,119,235	\$0
Direct State Costs (PE, Environmental, ROW, Utilities)=	\$20,000	\$0	\$20,000	\$0
Construction Direct State Costs	\$11,000	\$0	\$11,000	\$0
Direct Costs Subtotal	\$31,000	\$0	\$31,000	\$0
TOTAL	\$7,150,235	\$0	\$	\$0
Indirect State Costs (6.38%)	\$454,207	\$454,207	\$0	\$0
GRAND TOTAL	\$7,604,442	\$454,207	\$7,150,235	\$0

TOTAL FOR PROGRAM OF PROJECTS				
Description	Total Estimated Cost	State Participation	SH 130 Concession Payments	Local Participation
		Cost	Cost	Cost
TOTAL PROGRAM	\$9,570,372	\$570,372	\$9,000,000	\$0

The Local Government's required local match is \$0.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

2016.04.15.04 Executive Session

pursuant to Sections 552.071 and 552.072 of Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease, or value of County-owned property located at 100 E. Market Street and 201 E. San Antonio Street. Possible action may follow in open court. **Cost: TBD; Speaker: Judge Schawe; Backup: None.**

2016.04.15.05 Adjournment