

**AGENDA ITEM # 36****September 8, 1998**

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Consider approving interlocal agreement with City of Taylor for remaining funds from bond issue (\$95,000.00) which were dedicated to study of a route for future northeast loop around City of Taylor.

The study would be used for an alignment of the future northeast loop around the city.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve interlocal agreement with City of Taylor for remaining funds from bond issue (\$95,000.00) to be dedicated to study of alignment of a route for future northeast loop around City of Taylor.

Vote: Motion carried 5 - 0

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### **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the City of Taylor, a home rule city and a political subdivision of the State of Texas ("City") and Williamson County, Texas ("County").

#### **RECITALS**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, it is mutually advantageous for both the City and County to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

#### **PURPOSE**

The purpose of this Agreement is to establish guidelines for the transfer of all remaining funds by the County to the City from that portion of voter approved general obligation bonds dedicated to studying a route for a future northeast loop around the City of Taylor, Texas.

#### **OBLIGATIONS OF THE COUNTY**

The County agrees to transfer \$95,000.00 ("Funds") to the City which amount represents the funds remaining from voter approved

general obligation bonds dedicated to studying a route for a future northeast loop around the City.

#### **OBLIGATIONS OF THE CITY**

The City agrees to use the Funds solely for the purpose of obtaining contractors to conduct route studies for the future northeast loop and for preparation of the appropriate reports.

The City further agrees to provide to the County a complete accounting of the utilization of the Funds at the conclusion of the route study and will provide interim reports as requested by the County.

#### **NOTICE**

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at the address set forth opposite the signature of the party.

#### **GOVERNING LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and venue for any action shall lie within Williamson County, Texas, and this Agreement shall be performable in Williamson County, Texas.

#### **COVENANT TO EXECUTE ADDITIONAL INSTRUMENTS**

The parties hereto agree to execute and deliver any instruments in writing necessary to carry out any agreement, term or condition within this Agreement whenever needed.

**SEVERABILITY**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

**BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the executing parties and their respective successors and assigns.

**AMENDMENT**

This Agreement may be amended by mutual written agreement of the parties.

**AUTHORIZATION**

By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assumes all obligations that have been granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective party.

**BREACH**

In the event either party breaches any of the terms and conditions of this Agreement, then the non-breaching party shall give written notice to the breaching party, who shall have thirty (30) days from receipt of the notice to cure such breach. If the

breaching party fails to cure the breach within thirty (30) days or such time period as may be extended by the non-breaching party, then the non-breaching party shall have the right to enforce this Agreement and to any other remedies provided to the non-breaching party as to law and equity. The non-breaching party shall be entitled to recover costs associated with enforcing this Agreement including, without limitation, recovery of attorney's fees.

#### NONAPPROPRIATIONS

Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party in compliance with the Local Government Code Section 271.903.

IT WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed in multiple counterparts (each of which is to be deemed an original for all purposes) by the parties hereto on the respective dates appearing below each party's signature.

DATED this the 25 day of August, 1998.

CITY OF TAYLOR

WILLIAMSON COUNTY

Donald R. Hill

By: Donald R. Hill

Its: Chairman

Board of Commissioners

By: \_\_\_\_\_

By: \_\_\_\_\_

8<sup>th</sup> APPROVED by the Williamson County Commissioners' Court on the day of ~~August~~, 1998.

September, 1998

John C. Doerfler 9-8-98  
John C. Doerfler, County Judge  
Williamson County

**AGENDA ITEM # 37****September 8, 1998**

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**Consider approving resolution for leasing of survey 1 Sutton County land to Robert Mittel.****Moved: Judge Doerfler****Seconded: Commissioner Boatright****Motion: To approve resolution for awarding lease of Survey 1 Sutton County land to high bidder Robert Mittel.****Vote: Motion carried 5 - 0**

&lt; Clerk copy here &gt;

**\*\*\* See copy of lease recorded in Volume 100, page 565 of the Commissioners Court records of Williamson County, Texas.*****BE IT RESOLVED THAT ON THIS, the 8th day of September, 1998, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:***

***John C. Doerfler, County Judge  
Mike Heiligenstein, Commissioner, Pct. #1  
Greg Boatright, Commissioner, Pct. #2  
David Hays, Commissioner, Pct. #3  
Jerry Mehevec, Commissioner, Pct. #4  
Nancy Rister, County Clerk***

***and at said meeting, among other business, the Court considered the following*****ORDER*****WHEREAS, The Commissioners Court of Williamson County does own property in Sutton County, Texas; and******WHEREAS, The Court does lease out this land for agricultural purposes; and******WHEREAS, The Court did properly advertise for bid the tract of land known as survey 1; and******WHEREAS, On July 21, 1998 the Commissioners Court accepted the bid from Mr. Robert Mittel on this land; Now******Therefore, be it so ordered that the Commissioners Court of Williamson County, Texas does hereby accept the bid for lease on survey 1 in Sutton County, Texas which was submitted by Mr. Robert Mittel.***

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***So ordered this 8th day of September, 1998.***

  
John C. Doerfler, County Judge

***Attest:***

  
Nancy Rister, County Clerk

**AGENDA ITEM # 38**

**September 8, 1998**

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Consider adopting order prohibiting the discharge of a firearm or the use of archery equipment in a subdivision with lots of ten (10) acres or less in an unincorporated area of a county.

A couple residing in Precinct #4 discussed neighbors discharging firearms in their area and presented signed petitions favoring such an order.

The State of Texas prohibits discharging of firearms or use of archery equipment in a legally platted subdivision containing lots of 10 acres or less. The state **does not** have provisions for such control in unrecorded subdivisions located in unincorporated areas of the county.

Moved: Commissioner Mehevec

Motion: To approve the resolution restricting discharge of firearms and the use of archery equipment in unplatted subdivisions of ten (10) acres or less.

Motion died for lack of a second.

No action was taken on this agenda item.

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**Petition Rationale**

It is a well known fact that projectiles shot from guns and arrows launched from modern bows and cross bows carry many hundreds of feet beyond the intended targets that are usually associated with the use of these weapons.

It is well known that the population of Williamson county had grown dramatically in the last several years with a large percentage of this increasing population living in the unincorporated areas of Williamson county.

It is well known that many of the large parcels of land in the unincorporated areas of Williamson county have been divided up into small acreage subdivisions to make room for this increasing population.

In these areas of small acreage, it is difficult if not impossible to safely discharge a weapon in any direction that does not include a neighbors home or livestock, or a public or private road. In most cases, these homes and roads are out of the immediate sight of the individual discharging the weapon. It is impossible for the individual to know, with certainty, that his, or her, direction of fire will not endanger neighbors or unknowing passersby.

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Given the above considerations, it is not a matter of 'if' there will be a tragic shooting related accident in Williamson county but 'when'.

The most sensible course of action to prevent these accidents is to limit the number of situations that lead to these accidents.

The only truly effective and enforceable solution to limit the number of situations is to institute a 'land use' restriction. By prohibiting the discharge of weapons on small acreage, the areas with the most potential for accidents will be eliminated.