

AGENDA ITEM # 18

Consider approving intergovernmental agreement with City of Taylor for construction of road at the Taylor Airport.

Attorney Ted Hejl discussed intergovernmental agreement which County Attorney Gene Taylor has reviewed. Mr. Hejl advised the City of Taylor accepts full responsibility for construction and design of road with the costs being allocated to Williamson County. The cost has been estimated at \$700,000.00 with final figure to be available upon final road design and construction costs.

Commissioner Limmer advised Williamson County will have no responsibility for construction of road, all manpower, labor or equipment. The City of Taylor will also accept responsibility for the east end of the stub of County Road 398 - approximately 300 feet. The City of Taylor also agrees to accept maintenance of any part of the new road within the city limits.

Number 1. under **Purpose** of the Intergovernmental Agreement, the wording will be changed to read "the County shall pay an amount not to exceed \$700,000.00".

Moved: Commissioner Boatright

Motion: Commissioner Hays

Seconded: To approve Intergovernmental Agreement with the City of Taylor with Williamson County to be responsible for payment of up to \$700,000.00

from cash ending balance from Unified Road System funds with possible reimbursement from Certificates of Obligation if issued.

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, the City has a municipal airport which furnishes aviation transportation services for general aviation aircraft in eastern Williamson County, Texas ("Airport"); and

WHEREAS, the City has expanded the Airport and Airport services for general aviation aircraft located in Williamson County by extension of the Airport runway; by providing business incentives to aviation related businesses for relocation to the Airport; by purchase of additional real property necessary for the runway extension; by construction of additional aircraft hangars and tie-down spaces for aircraft; by construction of a 24-hour fuel service facility on the Airport; and by additional Airport improvements expanding Airport service for general aviation aircraft in Williamson County, Texas; and

WHEREAS, the City paid approximately \$1,044,723.00, for the Airport expansion recited above and will pay additional costs to

further expand Airport services which benefit both the City and the County; and

WHEREAS, the County deems future Airport expansion necessary for general aviation purposes in Williamson County; and

WHEREAS, the Airport requires a road to the Airport west side in order to continue Airport development and the road is described in the Phase I engineering study attached hereto as Exhibit "A" and incorporated by reference herein ("Road"); and

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

WHEREAS, the County agrees to fund Phase I for construction of the Road in consideration of additional valuable Airport improvements to be made by the City;

NOW, THEREFORE, in consideration of the foregoing 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 the mutual responsibilities of the County and the City regarding the construction of the Road and each agree to the following:

1. The County shall pay the City ^{not to exceed} \$700,000.00, which is deemed to be the estimated and approximate cost for the Road design and construction and which final cost, once determined, shall be paid by the County to the City.

2. The City shall construct the Road or have the road

constructed using the money advanced by the County to the City.

3. The City shall assume sole responsibility and liability for the Road construction which shall include, without limitation, selection of engineers, bidding, management of the Road construction and supervision of the Road construction.

4. The City shall be obligated to maintain portions of the Road, after construction, which lie within the City limits of the City of Taylor, Texas.

5. The County shall be obligated to maintain portions of the Road, after construction, which are outside the City limits of the City of Taylor, Texas.

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 parties hereto and their respective successors and assigns.

AUTHORIZATION

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

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 16TH day of November, 1999.

CITY OF TAYLOR

WILLIAMSON COUNTY, PRECINCT 4

By: Calvin Janak
Its: Chairman of the
Board of Commissioners

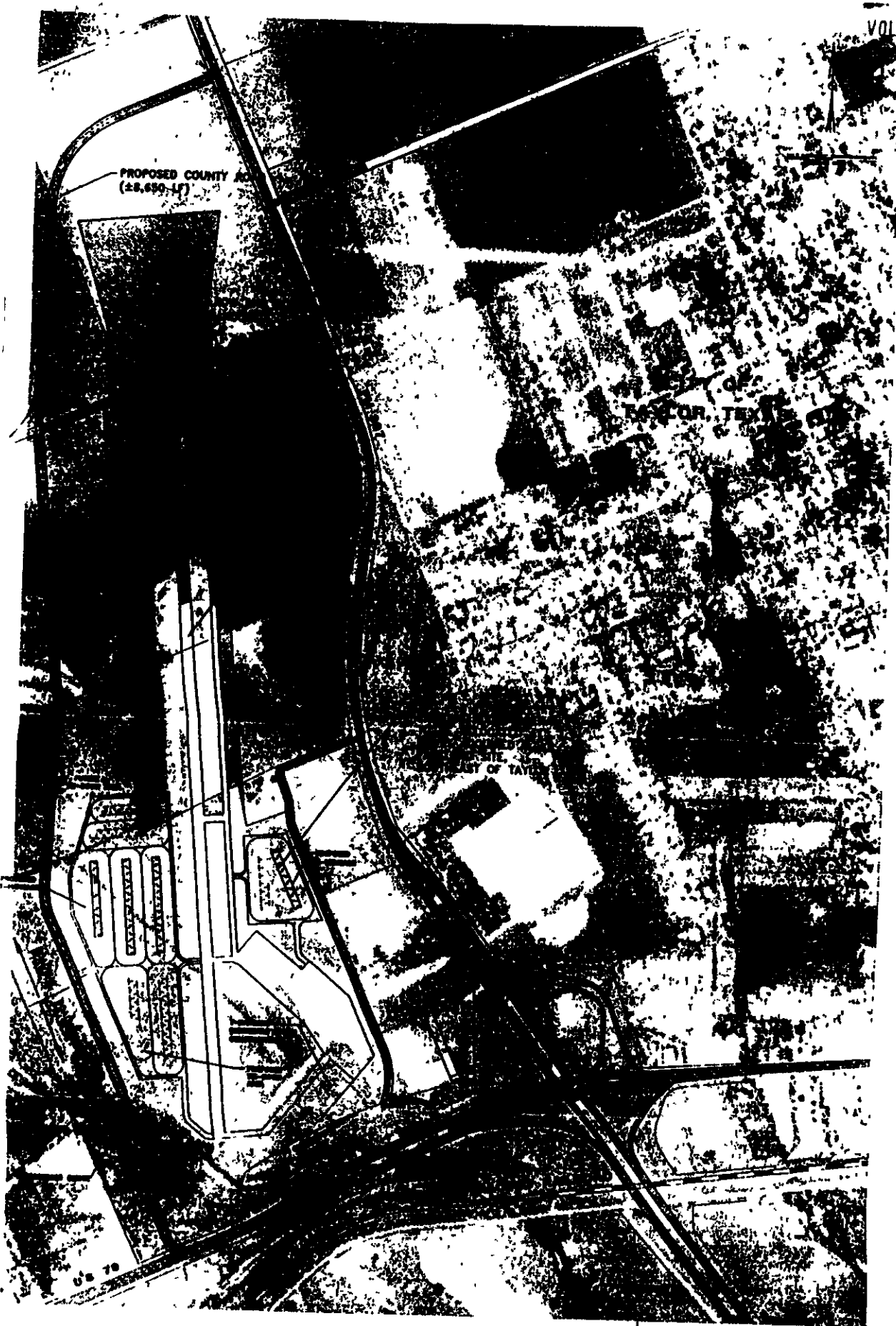
By: Frankie Limmer
By: Commissioner

By: Greg Bergeron
Its: Road Administrator

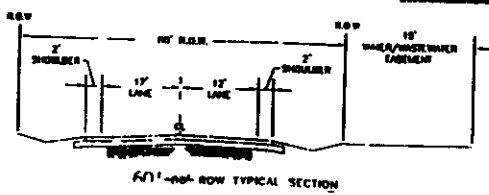
16th APPROVED by the Williamson County Commissioners' Court on the
day of ~~October~~, 1999.
November

John C. Doerfler 11-16-99
John C. Doerfler, County Judge
Williamson County

EXHIBIT "A"



RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.



WILLIAM E. COOPER
TAYLOR ECONOMIC DEVELOPMENT CORPORATION

EXHIBIT 2
TAYLOR AIRPORT CONCEPT PLAN

TurnerCollie & Braden Inc.
Engineers & Planners Project Managers

DATE: 07/19/11	BY: J. W. B.	FOR: TAYLOR
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AGENDA ITEM # 19

Consideration and action with respect to the Resolution Expressing Official Intent to reimburse certain expenditures pertaining to the construction of the Taylor Airport Road.

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To approve Resolution Expressing Official Intent to reimburse certain expenditures pertaining to the construction of the Taylor Airport Road to Road and Bridge Department with funds from Cash Ending Balance with possible reimbursement from Certificates of Obligation if issued.

Vote: Motion carried 5 - 0

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