

AGENDA ITEM #39

178

Consider approving transfer and/or maintenance of Coupland Sewer project to Coupland Water Supply Corp.

Commissioner Limmer requested that this item be tabled until further notice.

AGENDA ITEM #40

Consider and take action with respect to the Resolution directing the publication of notice of intent to issue Williamson County Texas Combination Tax and Revenue Certificates of Obligation, for Juvenile Facility.

Judge Doerfler requested that this item be tabled until next week.

AGENDA ITEM #41

Discuss entering into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45 (EXECUTIVE SESSION REQUESTED AS PER VTCA Govt. Code sec 551.072 pertaining to real property)

**COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:30 A.M. ON TUESDAY, APRIL 4, 2000.**

No action taken in Executive Session

**COMMISSIONERS COURT RESUMMED FROM EXECUTIVE SESSION AT 11:55 A.M. ON TUESDAY, APRIL 4, 2000.**

AGENDA ITEM #42

Discuss and take appropriate action on entering into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To enter into an interlocal agreement to participate with the city of Round Rock in paying for one-half of the acquisition costs of approximately 33.952 acres for State Highway 45 5.85 mil or ½ of the acquisition will be taken from the voter approved 1996 bond.

Vote: 5 - 0

<Clerk copy here>

# INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK (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 and for the joint use of facilities 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, each of the parties hereto desire to provide for the acquisition of right-of-way within proposed State highway 45 through the property known as the la Frontera tract and the Berndt tract; and

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

## I.

### TERMS AND CONDITIONS

1. The County and the City hereby agree to jointly pay for the costs to acquire the right-of-way for State Highway 45 through the La Frontera tract and the Berndt tract (the "Right-of-Way").
2. Williamson County will transfer Five Million Eight Hundred and Fifty Thousand and No/ 100 Dollars (\$5,850,000), or one-half of the cost to acquire the Right-of-Way, whichever is less, to the City within 45 days after the signing of this agreement.
3. As consideration for the above, the City agrees to acquire the Right-of-Way in its own name. The City agrees that no portion of the above-described County consideration shall be utilized for any purpose other than the acquisition of the Right-of-Way

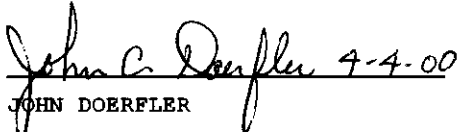
## II.

### MISCELLANEOUS

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated

in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.

3. This Agreement shall be performable in Williamson County, Texas.

  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

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ROBERT A. STLUKA  
Mayor  
City of Round Rock, Texas

ATTEST:

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JOANNE LAND Asst. City Manager/City Secretary

Comments from commissioners.

Commissioner Heiligenstein is looking into a major office complex for the 79 land.

Commissioner Boatright received a memo from Simmons concerning the magistrate position for District Judge. He also received a thank you note for the NO parking area at Westwood High School.

Commissioner Hays received a letter back on the cave. A study has been done twice and nothing has been found.

**COMMISSIONERS COURT ADJOURNED AT 12:20 P.M. ON TUESDAY, APRIL 4, 2000.**