

AGENDA ITEM 16

Consider approving interlocal agreements for joint road improvement projects with the City of Cedar Park for East New Hope Road (County Road 185) and the City of Leander for FM 2243 (County Road 273)

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve agreements **excluding the 45 days** for joint road improvement projects with the City of Cedar Park for East New Hope Road (County Road 185) and the City of Leander for FM 2243 (County Road 273) with the condition that the money be transferred when the contracts have been accepted by the cities and that Williamson County be provided with an accounting of expenditures from Cities of Cedar Park and Leander.

Vote: Motion carried 5 – 0

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 25th day of July, 2000, by and between WILLIAMSON COUNTY (the "County") and the CITY OF CEDAR PARK (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 repair and maintenance of a portion of New Hope Road; and

WHEREAS, the County is incurring costs in repairing and maintaining said roadways; 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 City hereby agrees to perform all necessary and appropriate engineering and design for the construction and/or reconstruction of East New Hope Rd. from US183 to County Road 185.
2. Additionally, the City of agrees to perform all necessary and appropriate maintenance and repair on East New Hope Rd. from US183 to County Road 185..
3. As consideration for the above, Williamson County will transfer Five Hundred Thousand and No/ 100 Dollars (\$500,000) to the City upon notification of acceptance of contract for afore-mentioned project.

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.
4. City will provide to county proof of expenditures.

John C. Doerfler 7-25-00
JOHN DOERFLER
County Judge
Williamson County, Texas

Mayor
City of Cedar Park, Texas

ATTEST:

City Manager/City Secretary

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 25th day of July, 2000, by and between WILLIAMSON COUNTY (the "County") and the CITY OF LEANDER (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 realignment of FM 2243 from US 183 TO County Road 268; 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 City hereby agrees to perform all necessary and appropriate engineering, design and construction for the realignment of FM 2243 from US 183 TO County Road 268.
2. Additionally, the City of agrees to perform all necessary and appropriate maintenance and repair on realignment of FM 2243 from US 183 TO County Road 268.
3. As consideration for the above, Williamson County will transfer Five Hundred Thousand and No/ 100 Dollars (\$500,000) to the City upon notification of acceptance of contract for afore-mentioned project.

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.
4. City will provide to county proof of expenditures.

John C. Doerfler 7-25-00
JOHN DOERFLER
County Judge
Williamson County, Texas

Greg Pruitt
Mayor
City of Leander, Texas

ATTEST:

Bridget Dismore
City Manager/City Secretary

AGENDA ITEM 17

Discuss and take appropriate action on preliminary plat for Mansions on the Green II

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve preliminary plat for Mansions on the Green II.

Vote: Motion carried 5 – 0

AGENDA ITEM 18

Discuss and take appropriate action on preliminary plat for Jefferson Center Subdivision.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve preliminary plat for Jefferson Center Subdivision.

Vote: Motion carried 5 – 0

AGENDA ITEM 19

Consider granting variance for cutting a 36 acre tract into a ten (10) acre and a twenty-six (26) acre tract on Sunset Acres Lane (a private road in Precinct #3)

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To grant variance from platting allowing two eighteen (18) acre tracts to be divided into a ten (10) acre and a twenty-six (26) acre tract on Sunset Acres Lane which is a private road in Precinct #3.

Vote: Motion carried 5 – 0

AGENDA ITEM 20

Consider awarding, rejecting or extending bids of the construction of County Road 272.

Baker-Aicklen & Associates, Inc. Engineers/Surveyors Garrett J. Tuttle, P.E. advised six (6) bids were opened in the Williamson County Auditor's office at 2 o'clock p.m. on Tuesday, July 18, 2000:

Austin Bridge & Road
C.C. Carlton Industries
Maverick Excavation
RGM Constructors
Titan Construction
Trident Underground Utilities

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To award Trident Underground Utilities \$195,494.00 bid to be paid from the 1996 Certificate of Obligation funds for the construction of County Road 272.

Vote: Motion carried 5 – 0

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