

**AGENDA ITEM 25**

Discuss and consider assigning CR #291 to unnamed road between CR 237 and CR 310.

Moved: **Commissioner Hays**

Motion: To assign CR #291 to unnamed road between CR 237 and CR 310.

Motion died for lack of second.

This item was tabled until the May 1, 2001 meeting.

**AGENDA ITEM 26**

Consider granting variance to water well location on Lot 63, High River Ranch.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To grant variance to water well location on Lot 63, High River Ranch.

Vote: **5 - 0**

**AGENDA ITEM 27**

Consider approval of interlocal agreement with City of Cedar Park regarding Cypress Creek Road.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with City of Cedar Park regarding Cypress Creek Road, with the county to allocate \$3,000,000.00 from General Obligation bonds to connect Cypress Creek Road to Brushy Creek Road.

Vote: **5 - 0**

< Attachment >

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between WILLIAMSON COUNTY (the "County") and the CITY OF CEDAR PARK, TEXAS (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**, the City is designing and constructing a four-lane divided roadway from US 183 to Brushy Creek Road as an extension of Cypress Creek Road (the "Project") in the approximate location as shown on Exhibit "A," attached hereto and incorporated herein; and

**WHEREAS**, the initial funding for the Project was approved by the voters of the City in a bond election for that purpose held in 1997; and

**WHEREAS**, subsequent to the approval of the initial funding by the voters for the Project, an elevated intersection (the "Intersection") is required to be incorporated into the Project in order to accommodate future access points for a proposed interchange with US 183A; and

**WHEREAS**, the additional costs for design and construction of the Intersection will now exceed the initial funding approved for this Project; and

**WHEREAS**, the County finds that completion of the Project and the Intersection is consistent with the Williamson County Multi-Corridor Transportation Plan, is an integral connection road between Brushy Creek Road and U.S. 183, and is a crucial element in the transportation network for the City and the County and thus serves a county purpose;

**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 agrees to perform all necessary and appropriate engineering, design and construction of the Project and Intersection, including the acquisition of all necessary right-of-way and related costs.
2. As consideration for the construction of the Project and Intersection by the City, the County will provide, contribute and convey to the City an amount of \$3 million (\$3,000,000.00) to assist with costs of construction of the Project and Intersection. Such funds shall be deposited on or before December 31, 2001 unless another date is mutually agreed upon by the City and the County.
3. Upon completion of the Project and Intersection, and upon dedication and conveyance of the roadway and right-of-way from the County, the City agrees to accept jurisdiction and maintenance for the entire length of Brushy Creek Road from US 183 to Parmer Lane.


**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. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.
3. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

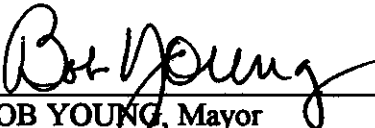
4. This Agreement shall be binding upon and inure to the benefit of the County and the City and their respective heirs, personal representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
5. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
6. The effective date of this Agreement shall be the date stated below.

Dated this \_\_\_\_ day of April, 2001.

  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

ATTEST:

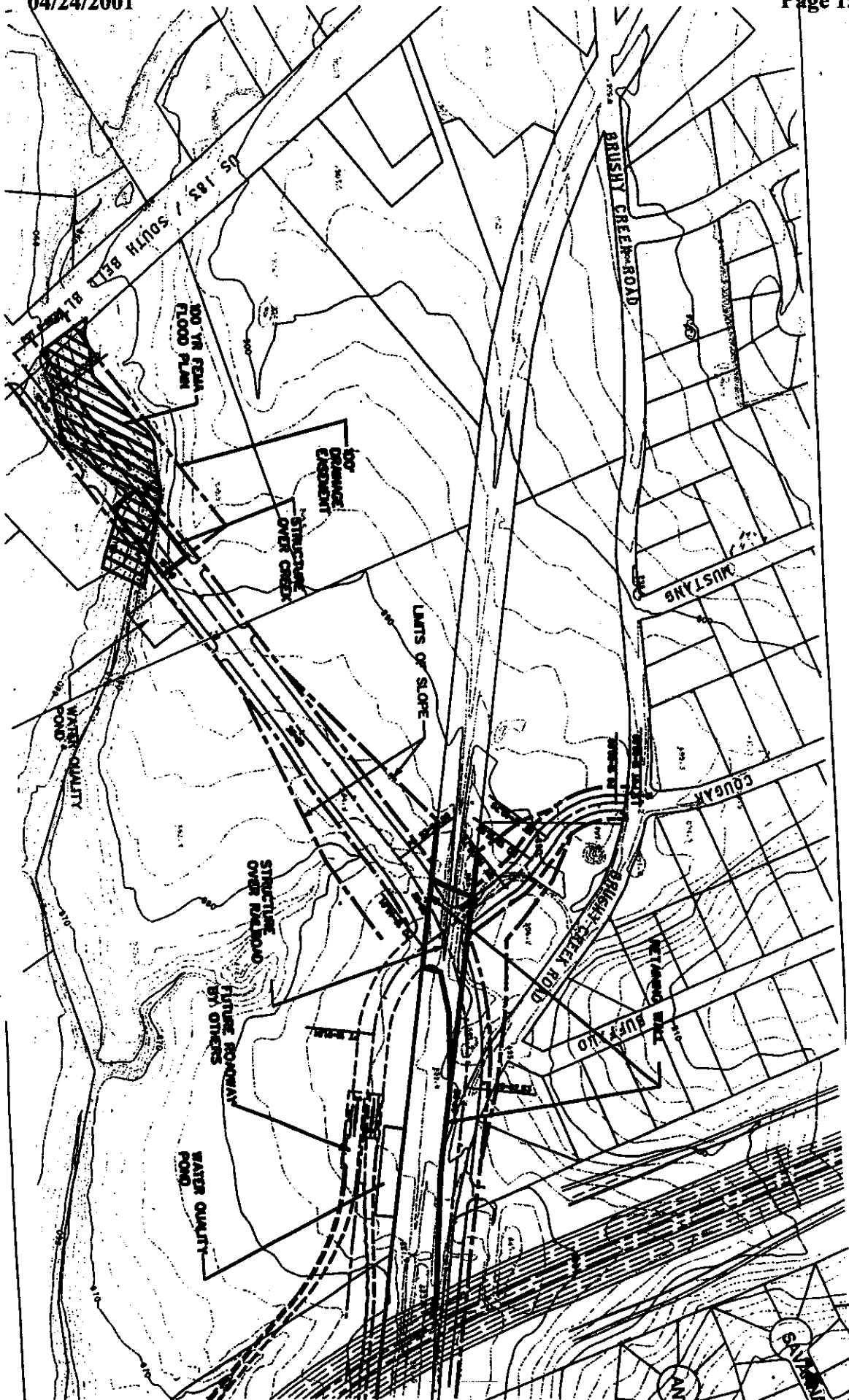
  
Nancy Rister, County Clerk

  
BOB YOUNG, Mayor  
City of Cedar Park, Texas

ATTEST:

  
LeAnn Barnes, City Secretary

# EXHIBIT A



**AGENDA ITEM 28**

Consider authorizing advertising and setting date to receive proposals for Internet and telephone payment procedures related to collections at Tax-Assessor/Collector office.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize advertising and setting date of public hearing on proposals for Internet and telephone payment procedures related to collections at Tax-Assessor/Collector office for May 17, 2001 at 10:00 a.m. in the County Auditor's office.

Vote: 4 – 0 with Commissioner Boatright absent from the dais.

**AGENDA ITEM 29**

Consider approving an interlocal agreement with City of Georgetown for construction of the 30-inch water line along Cedar Breaks Rd.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement with the City of Georgetown for construction of the 30-inch water line along Cedar Breaks Road.

Vote: 5 - 0

< Attachment >