

AGENDA ITEM 22

Consider approving interlocal agreement with Leander ISD and the city of Cedar Park pertaining to location of countywide communications tower.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with Leander ISD and the City of Cedar Park pertaining to location of countywide communications tower.

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2001, by and between WILLIAMSON COUNTY (the "County"), BOARD OF TRUSTEES, LEANDER INDEPENDENT SCHOOL DISTRICT ("LISD"), 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, the County and the City desire to have a communication tower and related structures for utilities which would service such tower (the "Tower") built by Motorola on a parcel of land located within the corporate limits of the City; and

WHEREAS, LISD owns a certain tract of real property located in the City more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property") and is desirous of granting a non-exclusive, 99-year easement on the Property to the County for the purpose of constructing such Tower, as well as a road that will provide access to such Tower; and

WHEREAS, the County will incur costs in building such Tower, roadway, enhanced protective fencing, and maintenance of such easement.

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

I.

TERMS AND CONDITIONS

1. LISD hereby agrees to grant a non-exclusive, 99-year easement on the Property to the County for the purpose of constructing such Tower, as well as a roadway that will provide access to such Tower. At the end of such term, such easement shall revert to LISD, together with all improvements constructed thereon.
2. The County agrees to, at its own expense, have such Tower and roadway built on such easement, including but not limited to utility structures, culverts, utility connections, and enhanced protective fencing.
3. Additionally, the County agrees to, at its own expense, make such repairs and improvements as may be necessary to maintain such Tower, roadway and easement so long as such Property is used for such Tower.
4. The parties agree that the County shall have the right to occupy the top position from the top of the tower for the Williamson County county-wide communication system. The parties further agree that the City shall have the right to occupy the second position from the top of the tower for the City's back-up communication system. The County and the City communications systems will have microwave dishes located at the lowest level of the tower between 115 and 160 feet. Finally, the parties agree that LISD shall have the right to occupy the third position from the top of the tower for LISD's communication system.
5. All parties shall use a contractor or vendor to perform such construction or maintenance services as is approved by the County.
6. Should any party not actively use its allocated portion of the tower within three (3) years and one or both of the other parties desire to use such space, the parties may negotiate such reallocation of space on the tower.

7. Should any party not actively use its allocated portion of the tower within three (3) years and another governmental entity desires to use such space, the parties may negotiate the reallocation of such space with such governmental entity, provided all initial parties are given the right of first refusal on such space and provided that such new entity passes an intermodulation study.
8. LISD understands and agrees that all costs associated with attaching their communication system to the Tower, including but not limited to an intermodulation study, transmission antennas, transmission lines, tower supports, equipment platforms, generators, other equipment and shelters, shall be borne by LISD.

II.

MISCELLANEOUS

1. **Notice.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered and received when actually received, or, if earlier and regardless of whether actually received, upon deposit in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage fully prepaid, addressed to the addressee at its address set forth below or sent by facsimile transmission to:

If to Williamson County:

Judge John Doerfler
County Judge, Williamson County

Georgetown, TX 78626

Phone: (512)

Fax: (512)

If to Leander Independent School District:

Board of Trustees, Leander Independent School District
Tom Glenn, Superintendent

P.O. Box 218

Leander, TX 78646-0218

Phone: (512) 434-5061

Fax: (512) 434-5398

If to City of Cedar Park:

City of Cedar Park

Attn: Bob Hughey, Interim City Manager

600 North Bell Boulevard

Cedar Park, TX 78613

Phone: (512) 258-4121

Fax: (512) 258-6083

2. **Governing Law; Venue.** 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.
3. **Integration; Modification; Waiver.** 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 their 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.

4. **Invalid Provisions.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.
5. **Non-Discrimination.** The parties agree that the following non-discrimination provision applies to this Agreement:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed, and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon the County, LISD and the City and their respective heirs,

personal representatives, successors and assigns, for a period of this Agreement.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the County, LISD 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.
7. **Assignment.** No party may assign this Agreement without the express written consent of the other parties which consent shall not be unreasonably withheld.
8. **Further Acts.** 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.
9. **Date of Agreement.** The effective date of this Agreement shall for all purposes be the date stated below.

Dated this ____ day of March, 2001.

WILLIAMSON COUNTY

By John C. Doerfler 5-1-01
JOHN DOERFLER
County Judge
Williamson County, Texas

LEANDER INDEPENDENT SCHOOL
DISTRICT:
BOARD OF TRUSTEES, LEANDER
INDEPENDENT SCHOOL DISTRICT

By _____
Tom Glenn, Superintendent

CITY OF CEDAR PARK

By Bob Young
Bob Young
Mayor of Cedar Park

ATTEST:

Alvin M. Barnes
City Secretary

AGENDA ITEM 23

Discuss and take appropriate action on Sutton Co. School lands.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To make a counter offer on the remaining 1,476 acres of the Sutton County school lands, at \$500.00 per acre, with item A(2) of the contract revised to read "½ of the participating mineral rights."

Vote: 5 - 0

< Attachment >

Main Street Realty

Scott J. Jacoby, Broker

April 26, 2001

Judge Doerfler
Williamson County
710 Main Street, Suite 201
Georgetown, Tx 78626

RE: Property in Sutton County

Dear Judge Doerfler:

Please find enclosed the Farm & Ranch Contract on the 1,476 acres which is the only parcel left. This contract is for \$375 per acre. This tract is 5 miles south of I-10, with a paved county road going through the east side of it. It has two water wells, both with electric pumps, is cross fenced and has had some brush control. This is the most improved property you have, and it is my opinion, should bring more than the other property which is contracted for \$400.00 per acre. I would suggest countering with \$425.00 or there about. If this person doesn't accept, I think someone else will.

Also, note on page 5, #9, the closing date is for September 14, 2001 which will be when this year's lease is over.

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Scott J. Jacoby
Broker

SJJ:jfh

Enclosures