

<b>REGULAR AGENDA</b>
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**AGENDA ITEM 10**

Discuss and consider approval of preliminary plat of The Meadows at Chandler Creek, Section Twenty-Five.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the preliminary plat of The Meadows at Chandler Creek, Section Twenty-Five.

Vote: **5 - 0**

**AGENDA ITEM 11**

Consider authorizing County Judge to execute an Interlocal Agreement with the City of Round Rock regarding funding for US 45.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize the County Judge to execute an interlocal agreement with the City of Round Rock regarding funding for US 45.

Vote: **5 - 0**

< Attachment >

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE  
ROUND ROCK TRANSPORTATION SYSTEM DEVELOPMENT CORPORATION  
REGARDING FUNDING FOR SH 45**

**THE STATE OF TEXAS           §**  
   §  
**COUNTY OF WILLIAMSON       §**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the Round Rock Transportation System Development Corporation, hereinafter called the "Corporation," and Williamson County, acting by and through its duly authorized officials, hereinafter called the "County."

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, highways and turnpikes that comprise the State Highway System; and

**WHEREAS**, the Texas Turnpike Authority has authorized the acquisition of right-of-way for the construction of State Highway 45 to be a controlled access highway from the intersection of existing FM 734 and proposed SH 45, on the west, to the intersection of Louis Henna Boulevard and CR 170, on the east, hereinafter called the "Project"; and

**WHEREAS**, the Corporation and the County believe that the Project would benefit the citizens of Williamson County and the City of Round Rock and has therefore requested that the State proceed with right of way acquisition and utility adjustments necessary to construct the Project and allow the County to participate in certain costs and obligations for that portion of the Project in Williamson County, and

**WHEREAS**, there are certain properties to be obtained for the Project which are located within the boundaries of Travis County and the City of Round Rock, and

**WHEREAS**, the Corporation desires to cooperate and aid the County in the acquisition of right-of-way for the Project,

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the Corporation and the County agree as follows:

## **AGREEMENT**

### **ARTICLE 1. TIME PERIOD COVERED**

This Agreement becomes effective when signed by the last party whose signature makes the agreement fully executed, and said Agreement shall be in full force and effect until all right-of-way acquisition and utility adjustment work on the Project described herein has been completed or until this Agreement is terminated as hereinafter provided.

### **ARTICLE 2. PROJECT FUNDING**

The Corporation agrees to provide and make available to the County or its assigns up to Ten Million and no/100 Dollars (\$10,000,000) to acquire the properties needed for the Project and located within Travis County and the City of Round Rock, said properties described in **Exhibit "A"**, attached hereto. The Corporation shall make the funds available to the County, on a parcel by parcel basis, within 30 days of the written notification, unless otherwise agreed to by all parties to this Agreement. The availability of Project funding is contingent upon the Corporation receiving a \$10,000,000 loan from the State Infrastructure Bank.

### **ARTICLE 3. TERMINATION**

Without prejudice to any other legal or equitable right or remedy that either party would otherwise possess hereunder, or as a matter of law, the non-defaulting party, upon giving the defaulting party written notice, shall be entitled to terminate this Agreement in its entirety if the defaulting party shall fail to remedy any default within thirty (30) days after receipt of written notice by the defaulting party.

This Agreement may also be terminated by any of the following methods:

- Upon mutual written agreement and consent of both parties;
- By the Corporation, upon thirty (30) days written notice to the County; provided however, such right to terminate by the Corporation may be exercised only up until such time as the State of Texas has provided written notice to the County that the State has committed to construct the Project, whereupon the Corporation's unilateral right to terminate shall end. The term "commit to construct" shall mean that construction bids for the Travis County portions of the Project have been awarded.

If the Agreement is terminated in accordance with the above provisions, the Corporation will be responsible for the payment of Project costs incurred by the County and which are covered by this Agreement up to the time of termination up to the aforementioned Ten Million Dollars (\$10,000,000). The County agrees to return any remaining funds initially

provided by the Corporation and which are not used for purposes of this Agreement at the time of termination.

#### **ARTICLE 4. SOLE AGREEMENT**

This Agreement, including any attachments, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter of the Agreement. No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to writing and signed by the authorized representatives of the parties. This Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the parties.

#### **ARTICLE 5. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, and administrators.

#### **ARTICLE 6. AMENDMENTS**

No amendment to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both parties.

#### **ARTICLE 7. INCREASED COSTS**

In the event it is determined that the funding provided by the Corporation will be insufficient to cover the cost of right of way acquisition and utility adjustment work for the Project, under no circumstances will the Corporation be required to provide additional funding.

#### **ARTICLE 8. SIGNATORY WARRANTY**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

#### **ARTICLE 9. VENUE**

Any and all legal action related directly or indirectly to this Agreement must be filed in Williamson County, Texas.

#### **ARTICLE 10. LEGAL CONSTRUCTION**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**ARTICLE 11. COMPLIANCE WITH LAWS**

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.

**ARTICLE 12. NOTICES**

Where the parties are required to provide written notice, such notice shall be deemed given when either (i) hand-delivered or (ii) deposited in the U.S. mail, first class, postage pre-paid, provided a copy is also sent via facsimile on the same day as the mailing. Such written communication shall be sent or delivered to the following:

**CORPORATION:**

President  
Round Rock Transportation System Development Corporation  
221 East Main Street  
Round Rock, Texas 78664

**COUNTY:**

County Judge  
Williamson County Courthouse  
310 Main Street  
Georgetown, Texas 78626

**ARTICLE 13. DUPLICATE COUNTERPARTS**

This agreement may be executed in duplicate counterparts, and when both parties have signed this Agreement, each counterpart shall be deemed an original as if the parties had signed one and the same instrument.

**IN WITNESS WHEREOF, THE CORPORATION AND THE COUNTY** have executed this Agreement to effectuate its purposes.

ROBERT A. STLUKA, JR.

President  
Round Rock Transportation System  
Development Corporation

John C. Doerfler 4-9-02

JOHN DOERFLER  
County Judge  
Williamson County, Texas

**EXHIBIT "A"**

The following parcels, as described by Texas Turnpike Authority parcel numbers, are the subject of this Agreement:

The following parcels are located wholly within Travis County:

Parcels 82 and 82DE

Parcel 83

Parcel 102

Parcel 121

Parcel 108

Parcel 109

The following parcels are located partially within Travis County. This agreement does not cover the portions of these tracts located in Williamson County.

Parcel 84

Parcel 85

Parcel 97

Parcel 110A

**AGENDA ITEM 12**

Consider approving additional services contract with Pate Engineers for the CR 300 project.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve an additional services contract with Pate Engineers for the CR 300 project in the amount of \$10,100.00, to be funded from road bond funds.

Vote: **5 - 0**

< Attachment >