

AGENDA ITEM 33

Consider authorizing Judge to sign an interlocal agreement request with Leander ISD regarding funding of \$500,000 for construction of a portion of "Arterial B."

Tom Nielson, attorney for Leander ISD, discussed the request for funds. Commissioner Boatright stated that funding for the project would come from road bond money. Mike Weaver stated that money could be transferred from another project and reimbursed from the next bond issue.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize the County Judge to sign an interlocal agreement with Leander ISD regarding funding in the amount of \$500,000.00 for construction of a portion of "Arterial B," with the understanding that the project will be maintained by the City of Cedar Park.

Vote: **4 – 0. Commissioner Hays was absent from the dais.**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2002, by and between WILLIAMSON COUNTY (the "County") and the LEANDER INDEPENDENT SCHOOL DISTRICT ("LISD"), 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 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 LISD, recognize the need to extend two lanes of future Arterial B from Brushy Creek Road north through property currently owned by the LISD to the Carolville Ltd. southern property line. (the "Project"); and

WHEREAS, the County and LISD desire to cooperate, along with the City of Cedar Park, to construct two lanes of Arterial B, one-half of the ultimate roadway (28 feet of pavement) and provide curbs, gutters, storm sewers, and appropriate sidewalks;

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

I.

TERMS AND CONDITIONS

1. The LISD hereby agrees to perform all necessary and appropriate engineering, signalization, design and construction of the Project .
2. As consideration for the construction of the Project, the County agrees to remit to the LISD the sum of \$500,000, within 30 days after Notice to Proceed is issued for the Project. Said sum is to be utilized solely to construct the Project. Prior to release of money, the County must review and approve construction plans to assure that the design of the Project consistent with the Williamson County Multi-Corridor Transportation Plan. Additionally, prior to release of funds, the City of Cedar Park must have entered into an Interlocal Agreement with LISD agreeing to pay the LISD \$563,000 as its share for the construction costs for the Project and agreeing to annex said road after construction.