

**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.

3. LISD shall convey, through dedication to the public, 110 feet of right-of-way and a 15' foot pedestrian/trail easement for the ultimate build-out of Arterial prior to release of above-mentioned \$500,000.

## II.

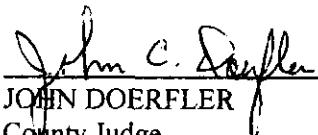
### MISCELLANEOUS

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. This Agreement shall terminate automatically if a contract to construct the above-referenced portion of Arterial "B" within 120 days of the date this Agreement is approved by the Williamson County Commissioner's Court.

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**WILLIAMSON COUNTY**

 2-26-02  
\_\_\_\_\_  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

**LEANDER INDEPENDENT SCHOOL  
DISTRICT**

\_\_\_\_\_  
TOM GLENN,  
Superintendent  
Leander Independent School District

**AGENDA ITEM 34**

Discuss and take appropriate action on emergency purchase exemption, for URS on RS1P emulsion.

Road & Bridge Superintendent Greg Bergeron explained that cool-weather emulsion is needed to finish some current road projects.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve an emergency purchase exemption for URS on RS1P emulsion.

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

**AGENDA ITEM 35**

Consider authorizing the disposal of approximately 150 surplus and/or salvage law books from the District Attorney's law library.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To authorize the disposal of approximately 150 surplus and/or salvage law books from the District Attorney's law library.

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

**AGENDA ITEM 36**

Consider setting date to receive sealed bids for the sale of approximately 150 surplus and/or salvage law books from the District Attorney's Law Library.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To set a date of March 28, 2002 at 2:00 p.m. in the Auditor's office to receive sealed bids for the law books.

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

**AGENDA ITEM 37**

Consider approving fire contracts for Hutto, Coupland, Weir, Leander, Taylor, and Liberty Hill.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve fire contracts for Hutto, Coupland, Weir, Leander, Taylor, and Liberty Hill.

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

< Attachment >