

AGENDA ITEM 21

Consider approving revised civil engineering proposal for Fisher Hagood for East Williamson County Park.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Agenda Items 20, 21 and 22.

Judge Doerfler withdrew his motion and Commissioner Heiligenstein withdrew his second.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the revised civil engineering proposal for Fisher Hagood for East Williamson County Park.

Commissioner Hays withdrew his motion and Judge Doerfler withdrew his second.

This item was tabled until the April 2, 2002 meeting.

AGENDA ITEM 22

Consider approving a resolution authorizing application for East Williamson County Recreation Facility.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Agenda Items 20, 21 and 22.

Moved: **Judge Doerfler**

Motion: To approve a resolution authorizing application for East Williamson County Recreation Facility.

Judge Doerfler's motion failed for lack of a second.

This item was tabled until the April 2, 2002 meeting.

AGENDA ITEM 23

Consider authorizing advertising and setting date for public hearing on East Williamson County Recreation Facility.

No action was taken on this agenda item, which was tabled until the April 2, 2002 meeting.

AGENDA ITEM 24

Discuss and take appropriate action on formulating a draft agreement pertaining to HB1445 authorizing a plat approval process between cities and the county on land within a county's (sic) (should be "city's") ETJ.

County Engineer stated that the cities would have jurisdiction over subdivisions in their extraterritorial jurisdiction, with the understanding that the cities would annex those subdivisions prior to construction and inspection of the streets.

Commissioner Boatright stated that he did not like the idea that if the city did not annex a subdivision, that it would revert back to County jurisdiction.

Mike Heitz, Director of the Watershed Protection and Development Review Department, City of Austin, addressed the court concerning the plat process in the City of Austin's ETJ. Mr. Heitz stated that any issues of concern regarding a plat in Austin's ETJ would be reported to Williamson County.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreements with the Cities of Weir, Jarrell and Florence, authorizing the cities to have jurisdiction over the plat process in their ETJs.

Vote: **3 - 1. Commissioner Boatright voted against the motion.**

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement with the City of Austin, authorizing the city to have jurisdiction over the plat process in its ETJ.

Vote: **4 - 0**

STATE OF TEXAS	§	INTERLOCAL AGREEMENT
	§	BETWEEN THE CITY OF
COUNTY OF WILLIAMSON	§	JARRELL AND WILLIAMSON
	§	COUNTY
CITY OF JARRELL	§	

This Agreement is made and entered into by and between the CITY OF JARRELL , TEXAS ("CITY"), and WILLIAMSON COUNTY, TEXAS ("County"), pursuant to the Interlocal Cooperation Act of the Texas Government Code and House Bill 1445 ("H.B. 1445").

WHEREAS, Section 791.011 of the Interlocal Cooperation Act, of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services in accordance with the Act; and

WHEREAS, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction (ETJ) of City; and

WHEREAS, , H.B. 1445 allows City and County to agree that County may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Subchapter A of Chapter 232 of the Texas Local Government Code and other statutes applicable to counties; and

WHEREAS, both CITY and County desire that County be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

NOW, THEREFORE, the CITY and County, for the mutual consideration stated herein, agree and understand as follows:

1. County Granted Exclusive Jurisdiction. County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ, and may regulate subdivisions under Subchapter A of Chapter 232 of the Texas Local Government Code and other statutes applicable to municipalities, and City shall no longer exercise any of these functions in City's ETJ.

2. ETJ Expansion or Reduction. Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that

City's ETJ should expand or reduce such that the expansion or reduction of the ETJ necessitates the amendment of the Agreement, both City and County agree that County shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ (subject to the terms and condition found in the previous paragraph), and to regulate subdivisions under Subchapter A of Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, until this Agreement is amended to take into account such ETJ expansion or reduction.

3. Miscellaneous

A. This Agreement expresses the entire Agreement between the parties hereto regarding the subject matter herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this Agreement at anytime.

B. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

C. This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be in Williamson County, Texas.

D. If any provision hereof shall be finally declared invalid, void, illegal, or unenforceable, by any court or administrative agency having jurisdiction, the entire Agreement shall not be void and such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, voided, illegal, or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.

E. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

F. This Agreement shall be effective as of March 30, 2002.

G. This Ordinance was passed and approved in a duly posted meeting of the City of Jarrell, Texas, conducted in accordance with Chapter 551, of the Government Code.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JARRELL,
TEXAS, this 19th day of March, 2002.

WE Cavalier
WAYNE E. CAVALIER, Mayor

ATTEST:

Alanna G. Hoffman
Alanna G. Hoffman, City Secretary

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY,
TEXAS, in its meeting held on the 26th day of March, 2002, and
executed by its authorized representative.

Williamson, COUNTY

BY: John C. Dazelle
County Judge

ATTEST:

Nancy E. Rister
Nancy E. Rister
Williamson County Clerk

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter § 791, Texas Government Code and House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session by and between the **CITY OF Florence, TEXAS** ("City"), a political subdivision of the State of Texas, and the **COUNTY OF WILLIAMSON, TEXAS** ("County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local government to contract with one another to perform governmental functions and services; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B.1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows;

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ, and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ provided that the City annexes proposed subdivisions that fall under this agreement prior to the recording of the final plat. Failure to comply with this section automatically reverts exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ within the City's ETJ to the County. Upon reversion, the County Judge will provide the City's Mayor a letter detailing the noncompliance and the effective date of their loss of jurisdiction. The County agrees to provide the City with a written request for annexation of a County road should the City request such.

2. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify county of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ (subject to the terms and conditions found in the previous paragraph), and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

3. *Miscellaneous.*

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this agreement at anytime.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.

d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

e. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of March 30, 2002.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF Flower,
TEXAS, in its meeting held on the 13 day of March, 2002, and executed by
its authorized representative.

CITY OF Flower, TEXAS

By: X

[Signature]
City Administrator

ATTEST:

[Signature]
Clerk

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY,
TEXAS, in its meeting held on the 26th day of March, 2002, and
executed by its authorized representative.

Williamson, COUNTY

By:

[Signature]
County Judge

ATTEST:

[Signature]

Nancy E. Rister
Williamson County Clerk

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter § 791, Texas Government Code and House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session by and between the CITY OF Weir, TEXAS ("City"), a political subdivision of the State of Texas, and the COUNTY OF WILLIAMSON, TEXAS ("County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local government to contract with one another to perform governmental functions and services; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows;

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ, and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ provided that the City annexes proposed subdivisions that fall under this agreement prior to the recording of the final plat. Failure to comply with this section automatically reverts exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ within the City's ETJ to the County. Upon reversion, the County Judge will provide the City's Mayor a letter detailing the noncompliance and the effective date of their loss of jurisdiction. The County agrees to provide the City with a written request for annexation of a County road should the City request such.

2. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify county of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ (subject to the terms and conditions found in the previous paragraph), and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

3. Additional guidance for County Clerk:

a. If, on the date the plat is presented for filing, the subdivision is located within the full-purpose annexed incorporated portion of City, the Clerk shall file the plat if it has been signed and approved by City. Approval by County is optional.

b. If, on the date the plat is presented, the subdivision is outside the full-purpose annexed area, but within the limited-purpose annexed or extraterritorial jurisdiction of City, the Clerk shall file the plat if it has been signed and approved by County. Approval by City is optional.

c. Plats that do not contain the approval required by either (a) or (b) shall not be filed. Attempted filing, of an unauthorized plat may result in criminal or civil sanctions.

4. *Miscellaneous.*

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this agreement at anytime.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.

d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

e. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of March 30, 2002.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF Weir, TEXAS, in its meeting held on the 20 day of March, 2002, and executed by its authorized representative.

CITY OF Weir, TEXAS

By: Mervin Walker
City Administrator

ATTEST:

Aulia Nasserette, Secretary

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY, TEXAS, in its meeting held on the 26th day of March, 2002, and executed by its authorized representative.

Williamson County, COUNTY

By: John C. Dwyer 3-26-02
County Judge

ATTEST:

Dancy E. Rister

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter § 791, Texas Government Code and House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session by and between the **CITY OF AUSTIN, TEXAS** ("City"), a political subdivision of the State of Texas, and the **COUNTY OF WILLIAMSON, TEXAS** ("County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local government to contract with one another to perform governmental functions and services; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B.1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, it is the intention of the City to annex all of the Williamson County land within its ETJ, at such time as all statutory requirements can be met;

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows;

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ, and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. City intends to annex all of the land within its ETJ in Williamson County at such time as the City determines it is able to provide required services and the land meets statutory requirements for

annexation. City agrees to commence annexation of any land included within an approved final plat for which the final plat application is filed after March 30, 2002, if that land is contiguous to existing city limits and may otherwise be annexed by the City in compliance with all applicable laws. The annexation required by the preceding sentence shall be initiated no later than one year after the plat is recorded.

2. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ in the County, City shall promptly notify county of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction of the City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ (subject to the terms and conditions found in the previous paragraph), and to regulate subdivisions under Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

3. *Notice to County of Plat Applications and Approvals.* City shall provide a copy of each application for a preliminary plan or a final plat to subdivide land in its ETJ in the County no later than ten business days after the date the application is accepted for filing, together with a summary report (in a format acceptable to the City and the County) that identifies issues of concern that may affect the County's interests in roads, drainage facilities, environmental impacts, and other areas identified by the County. Prior to approval by the City, the City shall consider suggested changes submitted in writing by the County. After an application is approved by the City, City shall forward a copy of the approved preliminary plan or final plat to the County no later than ten business days after the approval date.

4. City agrees to comply with roadway plans as adopted in the Williamson County Multi-corridor Transportation Plan or its amendments. The City agrees to not interfere with the County's ability to construct public roads. Should any conflict arise between the two jurisdictions regarding adopted roadway plans, both parties agree to fully cooperate in order to reconcile the conflicts.

5. *Miscellaneous.*

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this agreement at anytime.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.

d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this

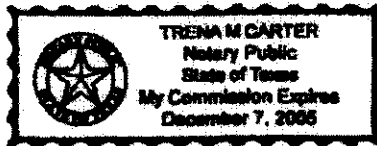
Agreement shall be construed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

e. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of March 30, 2002.

g. This Agreement shall be subject to review and revision one year after approval by the parties.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF AUSTIN, TEXAS, in its meeting held on the 30 day of April, 2002, and executed by its authorized representative.



CITY OF AUSTIN, TEXAS

By: [Signature]
City Manager

ATTEST:

[Signature: Trena M. Carter]

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY, TEXAS, in its meeting held on the 26 day of March, 2002, and executed by its authorized representative.

Williamson County, COUNTY

By: [Signature: John C. Dargatzis] 3-26-02
County Judge

ATTEST:

[Signature: Nancy E. Rister]

AGENDA ITEM 25

Discuss and take appropriate action concerning adopting Accident Reporting and Investigation Procedures Policy.

Williamson County Safety Coordinator Lee Garrett addressed the court concerning the adoption of a uniform method to report and investigate accidents that occur within County departments.

County Attorney Gene Taylor advised the court that a policy instituted by the Commissioners' Court would not be binding on elected officials, but would be voluntary.

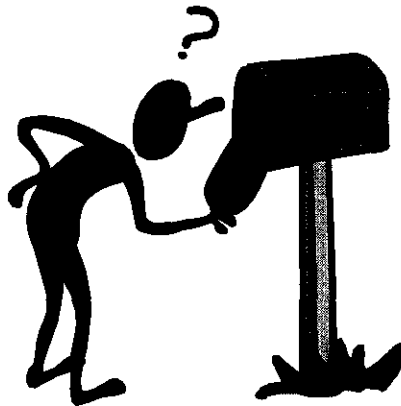
Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To adopt the Accident Reporting and Investigation Procedures Policy.

Vote: **3 - 0. Commissioner Boatright was absent from the dais.**

< Attachment >



No backup documentation was provided by the time that the minutes were scanned.

AGENDA ITEM 26

Discuss and take appropriate action on road bond program.

Commissioner Heiligenstein announced that there would be a meeting with TTA regarding toll roads around the state on Thursday, March 28, 2002 at 9:30 a.m.

No action was taken on this agenda item.

AGENDA ITEM 27

Discuss and take appropriate action on jail/courthouse annex expansion.

No action was taken on this agenda item.

AGENDA ITEM 28

Discuss and consider extending the conditional Notice to Proceed (N.T.P.) on the jail and parking garage project to include concrete foundations and associated mechanical, electrical, and plumbing on the jail addition and parking garage.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To extend the conditional Notice to Proceed on the jail and parking garage project to include concrete foundations and associated mechanical, electrical, and plumbing on the jail addition and parking garage, contingent on the Sheriff signing off on some points he has for consideration.

Vote: **4 - 0**

AGENDA ITEM 29

Consider and approve a resolution to execute an interlocal agreement with LOGIC (Local Government Investment Cooperative Resolution) for the County Clerk's Civil/Probate Division.

County Clerk Nancy Rister explained that the agreement with LOGIC would allow her department to obtain a better interest rate on funds that are currently held in CDs at Guaranty Bank and Union State Bank.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve a resolution to execute an interlocal agreement with LOGIC for the County Clerk's Civil/Probate Division.

Vote: **3 - 1. Commissioner Heiligenstein voted against the motion.**

< Attachment >

Local Government Investment Cooperative Resolution

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN A LOCAL GOVERNMENT INVESTMENT COOPERATIVE (THE "COOPERATIVE"), DESIGNATING THE BOARD OF DIRECTORS OF THE COOPERATIVE AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE COOPERATIVE, APPROVING INVESTMENT POLICIES OF THE COOPERATIVE, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services", including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code;

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative has become and intends to remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, Williamson County Clerk's Office (the "Government Entity"), desires to enter into that certain Participation Agreement (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created thereunder and under PFIA, to be known as Local Government Investment Cooperative (the "Cooperative");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement; and

WHEREAS, the Government Entity desires to cause administration of the Cooperative to be performed by a board of directors (the "Board"), which shall be an administrative agency created under the Interlocal Act and an advisory board under PFIA; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement; and

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Cooperative by the Administrator, the Government Entity shall become a Participant in the Cooperative for the purpose of investing its available funds therein from time to time in accordance with its terms.

2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Cooperative, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement.

3. The investment policies of the Cooperative, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Cooperative, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Cooperative.

4. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: execute the Agreement, an application to join the Cooperative and any other documents required to become a Participant; deposit money to and withdraw money from the Government Entity's Cooperative account from time to time in accordance with the Agreement and the Information Statement; and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:

Signature:	<u>Nancy E. Rister</u>	<u>Marsha Davis</u>
Printed Name:	<u>Nancy E. Rister</u>	<u>Marsha Davis</u>
Title:	<u>Williamson County Clerk</u>	<u>Civil Probate Supervisor</u>
Signature:	<u>Vivian L. Wood</u>	<u>Kelly Paris</u>
Printed Name:	<u>Vivian Wood</u>	<u>Kelly Paris</u>
Title:	<u>Williamson County Treasurer</u>	<u>County Clerk bookkeeper</u>
Signature:	<u>David Flores</u>	
Printed Name:	<u>David Flores</u>	
Title:	<u>Williamson County Auditor</u>	

In accordance with Cooperative procedures, an Authorized Representative shall promptly notify the Cooperative in writing of any changes in who is serving as Authorized Representatives.

5. In addition to the foregoing Authorized Representatives, each Investment Officer of the Cooperative appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Cooperative assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Cooperative assets representing funds of the Government Entity.

PASSED AND APPROVED this 26th day of March, 2002

ATTEST:

By:	<u>Nancy E. Rister</u>	By:	<u>John C. Doerfler 3-26-02</u>
	<u>Nancy E. Rister, Williamson Co. Clerk</u>		<u>John C. Doerfler, Williamson County Judge</u>
	Printed Name and Title		Printed Name and Title

SEAL



AGENDA ITEM 30

Consider the creation of a part time position for Advanced Planning Office.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the creation of a part-time position up to 20 hours per week at the rate of \$10/hour for the Advanced Planning office, to be funded from the Road Bond funds.

Vote: **3 – 1. Commissioner Heiligenstein voted against the motion.**

AGENDA ITEM 31

Discuss and take appropriate action for receiving bids for fiber-optic or microwave for linking Georgetown county offices for data and voice communication.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve receiving bids for fiber-optic cabling for linking Georgetown county offices for data and voice communication.

Vote: **4 - 0**

< Attachment >

WILLIAMSON COUNTY
INFORMATION TECHNOLOGY SERVICES
DATA/VOICE CONNECTIVITY SUMMARY

Goal:
Install the infrastructure for a reliable, fast, data/voice network between the new Juvenile Center, URS, the Courthouse, the Justice Center/Sheriff's Office, and EMS Administration, as well as planning for future construction

Recommendation:
Connect the County facilities mentioned above using single-mode fiber optic cable. By doing this, we will re-coup our investment in five years and will own the infrastructure, ensuring connectivity to future county structures built on the Inner Loop.

CONNECTION TYPE	SPEED*		COST**	ROI	BENEFITS
	CLAIMED	REALISTIC			
T1s	1.5 Mbps	1.5 Mbps	\$24,000/yr	---	Reliability
Wireless	11 Mbps	4 Mbps***	\$50,000	2 years	County-owned, faster than T1
Fiber	1 Gbps+	1 Gbps+	\$170,000	7 years	Reliability, Speed, County-owned, long-term solution, Allows for expansion of phone system****.

* Mbps = 1 Million bits per second; Gbps = 1 Billion bits per second
** T1s from Courthouse to Juvenile Facility (\$14,000), from Courthouse to Justice Center (\$3,000), from Juvenile Facility to URS (\$7,000)
*** Susceptible to interference from cell phones, as well as weather, thus significant speed is lost in re-transmission.
**** Phone system at URS needs replacing. Estimated cost is about \$50,000. Fiber will allow expansion of the new phone system at Juvenile to include URS (and other county facilities)

AGENDA ITEM 32

Consider approving a resolution supporting the establishment of a State Veterans Cemetery in Bell County.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve a resolution supporting the establishment of a State Veterans' Cemetery in Bell County.

Vote: 4 - 0

< Attachment >

STATE OF TEXAS

*

COMMISSIONER'S COURT OF

*

COUNTY OF WILLIAMSON

*

WILLIAMSON COUNTY

that on this, the 26th day of March, 2002, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

*John C. Doerfler, County Judge
Michael Heiligenstein, Commissioner, Pct. #1
Greg Boatright, Commissioner, Pct. #2
David Hays, Commissioner, Pct. #3
Nancy Rister, County Clerk*

and at said meeting, among other business, the Court considered the following

RESOLUTION

*WHEREAS, Fort Hood, one of the Army's premiere military installations, is located in Central Texas, and supports a total of 34,262 military retirees, 5,278 survivors, and 34,262 family members for a total of 73,802 served,
and*

WHEREAS, many more service personnel retire from Fort Hood each month with a majority of those electing to make their retirement homes in Central Texas, and

WHEREAS, our veterans have been the backbone of America's freedom, serving faithfully and honorably in defense of our Nation and are due full honor for that service, and

WHEREAS, a fitting tribute would be to provide those who have served their country in the time of peace and war with a veteran's cemetery that will serve as a memorial to their service,

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY:

That the Williamson County Commissioners Court fully supports establishment of a STATE VETERANS CEMETERY in Bell County and commends the State of Texas in taking the steps to make such a tribute possible for the thousands of veterans who reside in areas not readily accessible to veterans burial sites.

PASSED AND APPROVED at a regular meeting of the Court, on this 26th day of March, 2002, at which a quorum was present, held in accordance with the provisions of V.T.C.A. Government Code, 551.001 et seq.

John C. Doerfler 3-26-02
John C. Doerfler, County Judge

AGENDA ITEM 33

Consider approving the closing of Hoxie Street from Austin Street to Commerce Street in Coupland on April 28th from 2:30 PM to 6:00 PM for a community block party.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the closing of Hoxie Street from Austin Street to Commerce Street in Coupland on April 28th from 2:30 PM to 6:00 PM for a community block party.

Vote: 4 - 0

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:14 A.M. ON TUESDAY, MARCH 26, 2002.

AGENDA ITEM 34

Discuss City of Georgetown Board of Adjustment action on variance request (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 35

Discuss real estate acquisition (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:55 A.M. ON TUESDAY, MARCH 26, 2002.

AGENDA ITEM 36

Discuss and take appropriate action on City of Georgetown Board of Adjustment action on variance request.

No action was taken on this agenda item.

AGENDA ITEM 37

Discuss and take appropriate action on 2nd funding to TX DOT in the amount of \$20,000,000 for ROW.

No action was taken on this agenda item.

AGENDA ITEM 38

Comments from Commissioners.

Commissioner Heiligenstein reminded the court about the TTA meeting, and stated that there will be an 03 Flex Plan meeting on Thursday, March 28, 2002 at 11:00 a.m. at the Motorola plant on Parmer Lane.

COMMISSIONERS' COURT ADJOURNED AT 12:10 P.M. ON TUESDAY, MARCH 26, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 145, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 2nd day of April, 2002.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 
Deputy Clerk