

**AGENDA ITEM 39**

Discuss and take appropriate action concerning interlocal agreement with the City of Leander concerning water lines along Parmer Lane route.

No action was taken on this agenda item, which will be added to the July 2, 2002 agenda.

**AGENDA ITEM 40**

Discuss and take appropriate action concerning interlocal agreement with the City of Liberty Hill pertaining to Riverbend Oaks Subdivision.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve Addendum to Interlocal Agreement for Road Construction and Maintenance with the City of Liberty Hill for Riverbend Oaks Subdivision and the attached "Exhibit B," contingent on approval by the County Attorney.

Vote: **5 - 0**

< Attachment >

**ADDENDUM TO INTERLOCAL AGREEMENT FOR  
ROAD CONSTRUCTION AND MAINTENANCE**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

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This Addendum is executed in accordance with Chapter 791, Texas Government Code, commonly known as the Texas Interlocal Cooperation Act.

In consideration of the mutual promises contained herein, the County and City amend that certain Interlocal Agreement for Road and Construction Maintenance ("Agreement") executed by the City and County. A copy of said Agreement is attached hereto and incorporated herein for all purposes as Exhibit "A." Other than the amendments contained herein, all other provisions contained in the Agreement are in full force and effect.

ADDENDUM: For the Project Document for the Riverbend Oaks Subdivision, attached hereto and incorporated herein for all purposes as Exhibit "B," the City shall not be obligated or required to contribute or pay any money or funds to the County for the scope of work contained in "Exhibit B."

IN WITNESS OF WHICH this Agreement has been executed on this the 25<sup>th</sup> day of June 2002.

CITY OF LIBERTY HILL,  
a Texas Municipal Corporation

WILLIAMSON COUNTY, TEXAS,  
a Political Subdivision of Texas

BY: \_\_\_\_\_  
Bob McEachern, Mayor

BY: John C. Doerfler 6-25-02  
John C. Doerfler, County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Kathy Clark, City Secretary

Nancy E. Rister  
Nancy E. Rister, County Clerk

## **Interlocal Agreement for Road Construction and Maintenance**

1. The following agreement has been entered into between Williamson County, Texas ("County"), and the City of Liberty Hill, Texas ("City"), pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as more specifically authorized by §251.012(b)(3), Texas Transportation Code. This contract will be automatically renewed annually, and shall remain in full force and effect until cancelled in writing by either party after payment of all its outstanding obligations.
  2. The purpose of this agreement is (a) for the County to acquire the following consideration: cash for services rendered in accordance with the County-approved schedule attached as "Exhibit A," which may be amended at any time by agreement of the parties, and (b) for the City to acquire in return the following consideration: road maintenance and construction services from the County.
  3. As required by §791.014, Texas Government Code, before beginning each distinct project under this agreement, County's commissioners court must give specific written approval for that project in a document other than this agreement that describes the type of project to be undertaken and that identifies the project's location. Exhibit "B" shall serve as both a sample project document and as the actual authorizing document for the first project to be undertaken under this agreement. It is agreed to be a separate document for the latter purpose.
  4. All roadways contemplated by this agreement constitute integral portions of the public road network in Williamson County, Texas. The authority of the County to perform this work within a municipality is expressly provided by §251.012(a), Texas Transportation Code.
  5. The County is acting as an independent contractor, and the City shall have no power to control the manner or means of performance. The County accepts all liability for valid claims made during the performance of each project based upon County's acts and omissions. However, once the project work is completed and accepted by the City, full control and all further liability for the project and its condition shall pass to the City. Acceptance shall constitute a full and final release of all claims against the County by the City, even as to undiscovered defects. As partial consideration for this agreement, the City agrees to assume all responsibility for claims thereafter
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made by third parties concerning the design, condition, construction, or maintenance of an accepted project.

6. The parties agree that the considerations are of comparable value, and fairly compensate each performing party for the services or functions performed under the agreement. Provision of the compensation by each party to the other is within the legal authority of the performing party. All consideration is to be paid out of current revenues available to the paying party, and performance is to be completed within the current budget year of each performing party.

7. This agreement shall be construed according to its plain meaning, without reference to the rule that ambiguities should be construed against the drafting party. If any portion should be found invalid or unenforceable, the remaining provisions are severable, and shall remain in effect to the maximum practical extent. Exclusive venue for any litigation concerning this agreement shall be in the courts of Williamson County, Texas.

Signed on \_\_\_\_\_, 2002.

CITY OF LIBERTY HILL OF  
THE STATE OF TEXAS

COUNTY OF WILLIAMSON OF  
THE STATE OF TEXAS

By: \_\_\_\_\_  
Mayor

By: John C. Doerfler 2-25-02  
John C. Doerfler, County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

Nancy E. Rister  
Nancy Rister, County Clerk

**AGENDA ITEM 41**

Receive briefing from counsel and consider accepting, rejecting, or making a counteroffer or other appropriate action in response to a settlement offer regarding CR 272 (Parmer Lane extension) parcels 151 and 151SE. (Cindy McCoy, owner)

No action was taken on this agenda item, which was discussed in Executive Session.

**AGENDA ITEM 42**

Consider presentation on proposed amendments to the Williamson County Multi-Corridor Transportation Plan and setting public hearings.

Nancy Ledbetter addressed the court concerning the proposed amendments to the plan and proposed hearing dates.

Preliminary dates for public hearings were proposed as follows:

- July 11, 2002 at Dell Diamond from 6:00 – 8:00 p.m.
- July 23, 2002 at Commissioners' Court at 10:30 a.m.
- July 23, 2002 at Cedar Park Annex from 6:00 – 8:00 p.m.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve dates for public hearings as recommended:

- July 11, 2002 at Dell Diamond from 6:00 – 8:00 p.m.
- July 23, 2002 at Commissioners' Court at 10:30 a.m.
- July 23, 2002 at Cedar Park Annex from 6:00 – 8:00 p.m.

Vote: **3 – 0. Commissioners Hays and Heiligenstein were absent from the dais.**

< Attachment >