

**AGENDA ITEM 33**

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item.

**AGENDA ITEM 34**

Consider authorizing County Judge to execute interlocal agreement with the City of Georgetown regarding the realignment of Shell Road.

Charlie Crossfield addressed the court regarding the proposed interlocal agreement. The County would provide funding in the amount of \$832,000 from Precinct 3 Certificates of Obligation, which would be reimbursed by the Public Improvement District (PID) created by the property owners. The PID will reimburse the County for the project over a 7-year period, to include 7% interest.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To authorize the County Judge to execute an interlocal agreement with the City of Georgetown regarding the realignment of Shell Road, to include reimbursement to the County for all costs, including legal fees.

Vote: **3 – 0. Commissioner Heiligenstein was absent from the dais.**

< Attachment >

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (this "Agreement") is made and entered into effective this \_\_\_\_ day of December, 2002, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN, TEXAS (the "City"), 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 and for the joint use of facilities 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**, Shell Road and the proposed Shell Road re-alignment are an integral section of the Inner Loop and thus serve a county and a city purpose; and

**WHEREAS**, on or about the 19<sup>th</sup> day of June, 2001, the parties entered into an Interlocal Agreement, as adopted by the City in Resolution No. 061201-S-3 (the "Original Interlocal Agreement"); and

**WHEREAS**, because of changed circumstances, the parties wish to replace the Original Interlocal Agreement with this Agreement;

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

---

**I.****TERMS AND CONDITIONS**

1. The City hereby agrees to perform all necessary and appropriate engineering, traffic signalization (including traffic signalization at the Shell Re-alignment/Williams Drive intersection [the "Williams Drive Traffic Signal"]), design and construction of the re-alignment of Shell Road at its intersection with Williams Drive to the southern boundary of Georgetown Village and a connection from this re-alignment to Sequoia Spur Drive (collectively, the "Shell Re-alignment"), as shown on Exhibit "A" attached hereto and incorporated herein.
2. The Shell Re-alignment shall include two-lane roads constructed to city standards, commenced within six (6) months after the amendment of the Original PID (as hereinafter defined) pursuant to Section 4.a below, and completed within thirty-six (36) months after the amendment of the Original PID.
3. As consideration for the expeditious construction of the Shell Re-alignment by the City, the County agrees to remit to the City the sum of EIGHT HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$832,500.00), within fifteen (15) days after the award by the City of a contract to construct the Shell Re-alignment.
4. As further consideration for the expeditious construction by the City of the Shell Re-alignment:
  - a. The Developers (as hereinafter defined) will submit a request to the City to amend the Public Improvement District created on the 11<sup>th</sup> day of September, 2001 (the "Original PID"), as soon as possible after the approval by the City of the Amended Development Agreement(s) (as hereinafter defined). The Original PID, as amended pursuant to the terms hereof, is sometimes referred to herein as the "Amended PID".

As used herein, the term "Developers" means the developers of the property within the Original PID.

- b. The City and the Developers will pursue the amendment of the Existing Development Agreements (as hereinafter defined) to ensure that such Existing Development Agreements contain the following terms and such other terms, conditions and provisions as are reasonably necessary to reflect the construction by the City, rather than the County, of the Shell Re-alignment:

- (i) The PID assessment on each tract shall be a pre-determined, fixed amount representing such tract's pro-rata share of the total PID assessment. Each tract's pro-rata share shall be calculated by multiplying the total PID assessment by a fraction, the numerator of which shall be the number of linear feet of Shell Re-alignment (including the linear footage of the connection from the re-aligned Shell Road to Sequoia Spur Drive) adjacent to or contained within such tract, and the denominator of which shall be the total linear footage of the Shell Re-alignment (including the linear footage of the connection from the re-aligned Shell Road to Sequoia Spur Drive). Unless otherwise provided in the Existing Development Agreements, the PID assessment on each tract shall be due at the time the property is platted, at the time of the sale of the property, or seven (7) years after the Shell Re-alignment is completed and open to the public, whichever occurs earlier. Notwithstanding the foregoing, the PID assessment on the tract currently owned by HEB Grocery Company, LP ("HEB") or an affiliated entity shall not be due and owing until the Shell Re-alignment, including the installation of the Williams Drive Traffic Signal and the construction of the Sequoia Spur connection, is completed and open to the public. As used herein, the term "Existing Development Agreements" shall mean those agreements entered into or amended by the City and the Developers in conjunction with the creation of the Original PID.

- (ii) The PID assessments shall accrue interest at the rate of 7% compounded annually, commencing when the Shell Re-alignment is completed and open to the public.

---

(iii) The Developers shall execute a Possession and Use Agreement at the time of the signing of the amendments to the Existing Development Agreements, and agree to dedicate all necessary right-of-way for Shell Re-alignment within sixty (60) days after the signing of such amendments; provided, however, the parties hereto acknowledge that all such necessary right-of-way may already have been dedicated pursuant to the terms of the Original Interlocal Agreement, the Original PID and/or the Existing Development Agreements. The Possession and Use Agreement and the dedication instruments, if any, shall contain a reversionary clause that requires the property dedicated to revert to the grantor if the Shell Re-alignment is not substantially completed within thirty-six (36) months after the execution of the Amended PID.

(iv) The parties agree that City shall have no liability whatsoever regarding the administration of the Amended PID or the collection of revenues on behalf of the Amended PID. Assessment liens shall be assigned to the County after assessments are levied on the property that is the subject of the Amended PID.

(v) The total assessments for the Amended PID shall not exceed \$832,500.00 (the "Cap"), which Cap shall include the HEB Credit (as hereinafter defined). By way of example only, if the HEB Credit is equal to \$100,000.00, then the remaining assessments permitted to be made hereunder shall not exceed \$732,500.00).


(vi) In consideration of the construction and installation by HEB of the Williams Drive Traffic Signal, the parties agree that HEB shall receive a credit in the amount of \$80,000.00 (the "HEB Credit") against HEB's pro rata share of the total PID assessment.

---

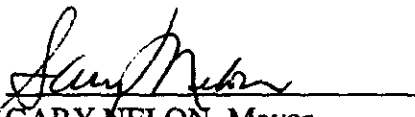
**II.**  
**MISCELLANEOUS**

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 of their oral and written negotiations, agreements and understandings of every kind with respect to the subject matter hereof, including the Original Interlocal Agreement. 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.

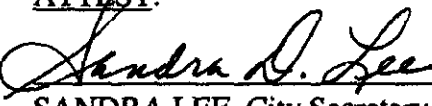
COUNTY:

  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

CITY:

  
GARY NELON, Mayor  
City of Georgetown, Texas

ATTEST:

  
SANDRA LEE, City Secretary

  
NANCY RISTER, County Clerk

Approved as to Form:  
