

AGENDA ITEM 21

Discuss and consider adopting an interlocal agreement between the City of Round Rock and Williamson County, in accordance with House Bill 1445.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To adopt an interlocal agreement between the City of Round Rock and Williamson County in accordance with House Bill 1445.

Vote: **5 - 0**

< Attachment >

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 ROUND ROCK, 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 governments 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 provided for in the Interlocal Cooperation Act and H.B. 1445; and

1. *Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ, except for property described in Exhibit A attached hereto and may regulate subdivision under Subchapter 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 except for property described in Exhibit A attached hereto. 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 January 1, 2003, if that land is contiguous to existing city limits and may otherwise be annexed by the City in compliance with all applicable laws.

R-02-10-24-11D1

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2. *County Granted Exclusive Jurisdiction.* County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in those portions of the City's ETJ described in Exhibit A attached hereto and may regulate subdivision 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 those portions of the City's ETJ described in Exhibit A attached hereto.
3. *Plat Notes.* City agrees to include the specific plat notes contained in Exhibit B attached hereto, on plats approved within the ETJ which will not be annexed in accordance with Paragraph 1 of this agreement.
4. *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 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 of this Agreement), 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.
5. *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 in accordance with the City plat review cycle where an application is accepted for filing. County shall identify issues of concern that may affect the County's interests in roads, drainage facilities, environmental impacts, and other areas in writing to City in accordance with the City plat review cycle. 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.
6. *Compliance with Roadway Plan:* City agrees to comply with roadway plans as adopted in the Williamson County Multi-corridor Transportation Plan or its amendments and County agrees to comply with roadway plans adopted by City. The City and County agree to not interfere with one another'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.

7. *Warranty Bond:* City agrees to include Williamson County as a joint obligee on all warranty bonds filed with the City for the purpose of insuring that roads are free from defects in materials and workmanship and notify Williamson County upon completion of improvements for the purpose of providing for County inspection of said improvements prior to acceptance of said improvements for maintenance by the County.

8. *Miscellaneous.*

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.

- a. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- b. This Agreement shall be constructed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.
- c. 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 to from and this Agreement shall be constructed 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.
- d. 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.
- e. This Agreement shall be effective as of November January 1, 2003.
- f. 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 ROUND ROCK, TEXAS, in its meeting held on 24 day of OCTOBER, 2002, and executed by its authorized representative.

CITY OF ROUND ROCK, TEXAS

By: 

NYLE MAXWELL, Mayor

ATTEST:


CHRISTINE MARTINEZ, City Secretary

APPROVED BY THE COMMISSIONS' COURT FOR WILLIAMSON
COUNTY, TEXAS, in its meeting held on the 17th day of
DECEMBER, 2002, and executed by its authorized representative.

WILLIAMSON COUNTY

By: JOHN DOERFLER
County Judge

12-17-02

ATTEST:


JANE TABLERIOU

EXHIBIT A
TO
INTERLOCAL AGREEMENT
BETWEEN CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY, TEXAS

Jurisdiction over the platting and subdivision of the following lands which lie within the City of Round Rock's ETJ and located within Williamson County, Texas shall be granted to Williamson County:

1. Lands within the Brushy Creek Municipal Utility District.
2. Lands within the Fern Bluff Municipal Utility District.
3. Lands within the Terravista Municipal Utility District.
4. 93.696 acres out of the Robert McNutt Survey, A-422 described in the metes and bounds description attached hereto as Exhibit A-1.
5. 15.00 acres out of the J. N. Randall Survey, A-53 described in the metes and bounds description attached hereto as Exhibit A-2.



K.C. ENGINEERING, INC.

AUSTIN • TAYLOR • MARBLE FALLS

1801 SOUTH MOPAC EXPRESSWAY, SUITE 150
AUSTIN, TEXAS 78748
OFFICE 512.908.8586 FAX 512.330.0737
www.kcengineering.com

EXHIBIT A-1

METES AND BOUNDS DESCRIPTION

BEING 93.696 ACRES OF LAND, SURVEYED BY K.C. ENGINEERING, INC., OUT OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A CALLED 85.700 ACRE TRACT AND ALL OF A CALLED 4.00 ACRE TRACT, BOTH DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO ENERGY SMART HOMES, INC., A TEXAS CORPORATION OF RECORD IN DOCUMENT NO. 2001046134 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 4.001 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO SANDRA J. BACH OF RECORD IN DOCUMENT NO. 2001046130 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north line of Lot 1, Block E of Garden Park Section One, a subdivision of record in Cabinet E, Slide 277 of the Plat Records of Williamson County, Texas for the southeast corner of the said 85.700 acres and the southwest corner of the said 4.00 acre tract from which a 3/8" rebar found in the west right-of-way line of Green Pasture Drive (50' ROW) for the northeast corner of said Lot 1 bears North 88°50'12" East a distance of 68.10 feet;

THENCE with the south line of the 85.700 acres and the north line of Block E of Garden Park Section One the following two (2) courses:

1. South 88°50'12" West a distance of 113.02 feet to a 1/2" rebar found for an angle point in the north line of Lot 2 of Block E of Garden Park Section One;
2. South 88°46'22" West passing a 3/8" rebar found for the northwest corner of said Lot 2 at a distance of 24.90 feet (record South 88°45'56" West, 24.87 feet), passing a 3/8" rebar found for the northwest corner of Lot 9 and the northeast corner of Lot 10 at a distance of 745.79 feet (record South 88°45'56" West, 745.89 feet) and continuing for a total distance of 859.80 feet (record South 88°45'56" West, 859.92 feet) to a 1/2 Inch rebar with plastic cap set in the west line of a called 124.63 acre tract of land described in deed to August Krueger of record in Volume 411, Page 362 of the Deed Records of Williamson County, Texas for the southwest corner of the 85.700 acres and the northwest corner of Lot 10;

THENCE North 01°06'25" West (bearing basis) with the west line of the 85.700 acres and the east line of the said 124.63 acres a distance of 2894.22 feet (record - North 01°06'25" West, 2892.89 feet) to a 1/2" rebar found for the northwest corner of the 85.700 acres and the southwest corner of a called 50.297 acre tract of land described in deed to Marilyn J. Rosenblad of record in Volume 2566, Page 893 of the Official Records of Williamson County, Texas from which a 1/2" rebar found for the northwest corner of the said 50.297 acres bears North 01°07'23" West a distance of 467.91 feet (record - North 01°06'25" West, 467.77 feet);

THENCE North 89°01'13" East with the north line the 85.700 acres and the south line of the 50.297 acres a distance of 1403.15 feet (record - South 89°02'00" East, 1403.21 feet) to 1/2" rebar found for the northeast corner of the 85.700 acres in the west line of a called 148 acre tract of land described in deed to J.B. Pace and wife Beulah B. Pace of record in Volume 526, Page 648 of the Deed Records of Williamson County, Texas from which a 1/2" rebar found for an angle point in the south line of the 50.297 acres for the northwest corner of the said 148 acres bears North 01°18'01" West a distance of 25.01 feet (record - North 01°36'20" West, 25.04 feet);

THENCE South 01°37'00" East with the east line of the 85.700 acres and the west line of the said 148 acres a distance of 1312.67 feet (record - South 01°36'20" East, 1312.76 feet) to a 1/2" rebar found for an angle point in the east line of the 85.700 acres for the southwest corner of the 148 acres and the northwest corner of a called 180 acre tract of land described in Volume 24, Page 419 of the Deed Records of Williamson County, Texas;

THENCE South 01°02'11" East with the west line of the 85.700 acres and the east line of the 180 acres a distance of 783.73 feet (record - South 01°02'00" East, 783.89 feet) to a 1/2" rebar found for the northwest corner of the said 4.00 acres;

THENCE South 01°01'21" East with the west line of the 4.00 acres and the east line of the 180 acres a distance of 99.95 feet (record - South, 100.0 feet) to a 1/2" rebar found for the northeast corner of the said 4.001 acres;

THENCE South 01°01'21" East with the east line of the 4.001 acres and the west line of the 180 acres a distance of 692.46 feet (record - South 01°00'23" East, 692.44 feet) to a 1/2" rebar found for the southeast corner of the 4.001 acres and the northeast corner of Lot 31, Block "A" of the said Garden Park Section One from which a 3/8" rebar found for the southeast corner of said Lot 31 bears South 00°48'17" East a distance of 100.23 feet (record South 00°55'33" East, 100.00 feet);

THENCE South 88°50'12" West with the south line of the 4.001 acres and the north line of Lot 31 a distance of 251.78 feet (record - South 88°49'29" West, 251.71 feet) to a 1/2" rebar found for the southwest corner of the 4.001 acres and the southeast corner of the 4.00 acres;

THENCE South 88°50'12" West with the south line of the 4.00 acres, the north line of Lot 31, the north terminus of Green Pasture Drive (50' right-of-way), and the north line of Lot 1, Block "E", passing a rebar found for the northwest corner of Lot 31 at a distance of 69.98 feet, passing a rebar found for the northeast corner of Lot 1 at a distance of 119.98 feet, and continuing for a total distance of 188.08 feet (record - South 89°50' West, 187.97 feet) to the POINT OF BEGINNING.

This parcel contains 93.696 acres of land, more or less, out of the Robert McNutt Survey in Williamson County, Texas. Description prepared from an on-the-ground survey made during June, 2002. All bearings are based on the west line of the 85.700 acres (North 01°06'25" West).

David R. Hartman 6/21/02
David R. Hartman Date
Registered Professional Land Surveyor
State of Texas No. 5264



Project Number: 581-01
L:\Ryans Ridge\FNOTES\5810102.doc
Created on 6/21/2002

EXHIBIT A-2

BEING a 15.00-acre tract of land situated in the J. N. Randall Survey, Abstract No. 531, Williamson County, Texas, and being a part of that certain 100-acre tract of land conveyed by deed to Malcolm McClinchie as recorded in Volume 560, Page 167, Deed Records of Williamson County, Texas. Surveyed on the ground in the month of August, 1977 by R. T. Magness, Jr., Registered Professional Engineer, and being more particularly described as follows:

BEGINNING at an iron pin found in the North line of County Road No. 168 (Gattis School Road) marking the S. E. Corner of said 100-acre tract for the S. E. corner hereof;

THENCE N $89^{\circ} 31'$ W, 766.99 feet with said North line of County Road No. 168 to an iron pin set marking the S.W. corner hereof;

THENCE N $02^{\circ} 07'$ E, 869.29 feet to an iron pin set for the N.W. corner hereof;

THENCE S $89^{\circ} 31'$ E, 736.92 feet to an iron pin set in the East line of said 100-acre tract for the N.E. corner hereof;

THENCE S $00^{\circ} 08'$ W, 868.95 feet with said East line to the Place of BEGINNING and containing 15.00 acres of land.

EXHIBIT B
TO
INTERLOCAL AGREEMENT
BETWEEN CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY, TEXAS

The following plat notes shall be included on all plats that lie outside of the city limits of Round Rock, Texas but lie within portions of the Round Rock extraterritorial jurisdiction (ETJ) and within Williamson County, Texas.

1. Rights of way or easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.

The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner shall indemnify and hold the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to the County, its officers, and employees and acknowledges that the improvements may be removed by the County and that the owner of the improvement will be responsible for the relocation and /or replacement of the improvement.

2. The construction of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the property covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.

The County assumes no responsibility for the accuracy of representation by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

3. All public roadways, rights-of-way and easements shown on this plat are free of liens.
4. Where rural mail boxes are in use, such boxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed.

AGENDA ITEM 22

Consider reappointing Frank Anderson, Johnny Bryant, and Pat Hanger for the ESD District No. 1.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To reappoint Frank Anderson, Johnny Bryant and Pat Hanger as commissioners for the Emergency Services District No. 1 for 2-year terms.

Vote: 5 - 0

< Attachment >

FAX LETTER

December 11, 2002

Honorable John Doerfler
County Judge
Court House, Suite 201
Georgetown, Texas 78626

Sent via fax to: 943-1662

Number of pages: 1

Dear Judge Doerfler,

Reference the appointment of members to the board of commissioners of Williamson County Emergency Services District No. 1 (ESD) in compliance with the provisions of the Texas Health and Safety Code, Vernon Civil Statutes, § 775.034.

The current two-year term of office of the following ESD commissioners will expire at the end of this year and, at your discretion, they should be re-appointed by the commissioners court:

Frank Anderson (current president)

Johnny Bryant

Pat Hanger

approved 12-17-02
John A. Doerfler

If you have questions please contact me at phone 258-1038 or fax 258-1837.

Respectively Yours,

Frank Anderson

Frank Anderson
President
Board of ESD Commissioners