

COMMISSIONERS' COURT RECONVENED FROM THE ROAD DISTRICT MEETING AT 10:10 A.M. ON TUESDAY, SEPTEMBER 2, 2003.

AGENDA ITEM 19

Consider approving joint use agreement with the City of Cedar Park, the YMCA of Greater Williamson County and Williamson County.

Wade Todd, President and CEO of YMCA of Greater Williamson County, addressed the court regarding the joint use agreement for the development of Twin Lakes Park. Williamson County, with the YMCA's financial participation, will construct a public parking lot on the City of Cedar Park's land that will serve Twin Lakes Park, the Williamson County Brushy Creek hike-and-bike trail, and the YMCA campus.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the joint use agreement with the City of Cedar Park, the YMCA of Greater Williamson County, and Williamson County contingent upon the County Attorney's approval of the agreement.

Vote: **5 – 0.**

<Attachment>

Any 2.5 call me
943-1111
[Signature]

[Signature]
City of Waco, Texas

State of Texas §
County of Williamson §

Joint Use Agreement

This Joint Use Agreement (the "Agreement") is made by and between the City of Cedar Park (the "Cedar Park"), the YMCA of Greater Williamson County (the "YMCA"), and Williamson County.

WHEREAS, Williamson County and the YMCA entered into that one certain Park Management and Operation Agreement (the "Williamson County Agreement") dated January 27, 1998, for the purposes set forth therein;

WHEREAS, pursuant to the Williamson County Agreement, the YMCA is in the process of developing Twin Lakes Park, depicted on Exhibit 'A' hereto, which will be constructed on certain land located within the extra-territorial jurisdiction of the City of Austin ("Austin") but adjoining Cedar Park's corporate limits;

WHEREAS, Twin Lakes Park will be open and available to the public, including the citizens of Cedar Park;

WHEREAS, Twin Lakes Park will also adjoin a trailhead for the Williamson County Brushy Creek hike-and-bike trail;

WHEREAS, the YMCA is developing a campus as depicted on Exhibit 'A' hereto;

WHEREAS, Cedar Park owns certain land between Twin Lakes Park and Kent Lane depicted on Exhibit 'B' hereto and more fully described on Exhibit 'C' hereto;

WHEREAS, Williamson County desires to construct, at its expense and with the YMCA's financial participation, a public parking lot on Cedar Park's land that will serve Twin Lakes Park, the Williamson County Brushy Creek hike-and-bike trail, and the YMCA campus;

WHEREAS, the Cedar Park City Council finds that safe public access to Twin Lakes Park, the Williamson County Brushy Creek hike-and-bike trail, and the YMCA campus is desirable and beneficial for the health, recreation, and well-being of the citizens of Cedar Park; and

WHEREAS, the Cedar Park City Council finds that use of the land depicted on Exhibit 'B' hereto and more fully described on Exhibit 'C' hereto as a public parking lot to serve Twin Lakes Park, the Williamson County Brushy Creek hike-and-bike trail, and the YMCA campus is in an appropriate use of the City's land;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City of Cedar Park

Joint Use Agreement
Parking Lot

("Cedar Park"), the YMCA of Greater Williamson County (the "YMCA"), and Williamson County agree as follows:

1. Development of Twin Lakes Park. The YMCA agrees that it will pursue the phased development of Twin Lakes Park as set forth on Exhibit 'A' hereto with reasonable diligence and that Twin Lakes Park will be open and available to the general public in accordance with the Park Management and Operation Agreement dated January 27, 1998, between Williamson County and the YMCA ✓

2. Construction of Parking Lot. Cedar Park agrees that Williamson County, at its expense and with the YMCA's financial participation, may construct a public parking lot on the land depicted on Exhibit 'B' hereto and more fully described on Exhibit 'C' hereto. Williamson County shall construct the parking lot as generally depicted on Exhibit 'B.' ✓

3. Public Access to Parking Lot. During the term or any renewal term hereof, the YMCA shall ensure that at all times the parking lot is open and available to the general public. The YMCA shall not charge any fee for admission to or use of the parking lot by the general public. ✓

4. Term. The term of the Agreement shall be forty-one (41) years and coincident with the Parkland Management and Operation Agreement dated January 27, 1998, between Williamson County and the YMCA. Upon ninety (90) days written notice to Cedar Park, the YMCA shall have the option to renew for an additional fifty (50) years and coincident with the Parkland Management and Operation Agreement dated January 27, 1998, between Williamson County and the YMCA. ✓

5. Operation, Maintenance, and Repair of Parking Lot. The YMCA, at its sole cost and expense, shall reasonably operate and maintain the parking lot during the term or any renewal term hereof. The YMCA, at its sole cost and expense, shall timely and reasonably perform any repair needed to the parking lot. ✓ *lm Co 2*

6. Insurance. The YMCA shall maintain property, casualty, and liability insurances for the parking lot in the amounts reasonably agreed to by the YMCA and Cedar Park from time to time. At all times, YMCA shall ensure that Cedar Park is named as an additional insured on such policy or policies of insurance. The YMCA shall not open the parking lot for use until property, casualty, and liability insurances for the parking lot are in effect. Not less than annually, the YMCA shall provide proof of all insurance coverages to Cedar Park.

7. Default and Termination. A default by either party hereunder is the failure to comply with any provision hereof that is not cured after thirty (30) days written notice to the defaulting party. In the event of default, the non-defaulting party may either (a) cure the default on behalf of the defaulting party and seek reimbursement (in the case of any cure involving the payment of money or other value) from the defaulting party, (b) bring suit to enforce this Agreement or any provision thereof, or (c) terminate this Agreement effective ninety (90) days after delivery of notice of termination to the defaulting party.

8. Attorney's Fees and Expenses. In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action. *And Williamson*

9. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

11. Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties. Use of term "Agreement" herein includes all amendments or supplements to this Agreement.

12. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties' successors and assigns, if any.

13. Applicable Law. This Agreement is made and all obligations arising thereunder shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

15. Notice. Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For Cedar Park by notice to:

City of Cedar Park
Attn: City Manager
600 N. Bell Boulevard
Cedar Park, Texas 78613

With a copy to the City Attorney:

City of Cedar Park
Attn: City Attorney
600 N. Bell Boulevard
Cedar Park, Texas 78613

For the YMCA by notice to:

Joint Use Agreement
Parking Lot

YMCA of Greater Williamson County
 Attn: President
 Post Office Box 819
 Round Rock, Texas 78680

With a copy to:

YMCA of Greater Williamson County
 Attn: Board Chair
 Post Office Box 819
 Round Rock, Texas 78680

For Williamson County by notice to:

Williamson County
 Attn: County Judge

With a copy to:

Williamson County
 Attn: County Attorney

OK by
 2 meditations

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

EXECUTED to be effective on the later date set forth below.

City of Cedar Park

By: B. Young
 Its: Mayor
 Date: 7/10/03

YMCA of Greater Williamson County

By: W. O. O.
 Its: PRESIDENT/CEO
 Date: 7/10/03

Williamson County

By: John C. Dwyer
Its: County Judge
Date: 9-2-03

TWIN LAKES PARK

SITE PLAN

PROGRAM

- A PROPOSED ANNUAL SUMMER FESTIVAL AREA
- B PROPOSED SWIMMING POOL
- C PROPOSED PLASH AREA
- D PROPOSED MULTIPURPOSE COURT
- E PROPOSED LAND VOLLEYBALL COURT
- F PROPOSED OUTDOOR EDUCATION AREA
- G PROPOSED BIKING HILL
- H PROPOSED WETLAND RESTORATION
- I PROPOSED WATER QUALITY ABATEMENT SYSTEM
- J PROPOSED AQUATIC GARDEN
- K PROPOSED VEGETATIVE WATER TREATMENT
- L PROPOSED LAKE, SAND & ROCK BEACH
- M PROPOSED WATER TOWER, FISHING AREA
- N PROPOSED RESTURANT, GROUP PAVILION
- O PROPOSED JUNGLE GARDEN
- P PROPOSED OUTDOOR EDUCATION PARKWAY
- Q PROPOSED PICKNICK AREA
- R PROPOSED INFORMATION BOOTH
- S PROPOSED ARCHERY RANGE
- T PROPOSED HUNTING ARCHERY RANGE
- U PROPOSED JUVENILE CAMPING AREA
- V PROPOSED NATURAL & ARTIFICIAL TRAIL
- W PROPOSED BOWLING COLLEGE
- X PROPOSED AMPHITHEATRE
- Y PROPOSED BEACH & SWIMMING AREA
- Z PROPOSED WATCHTOWER
- AA PROPOSED REGIONAL TRAIL, ROAD
- BB NATURAL WOODS RECREATION CENTER



U.S. HIGHWAY 145

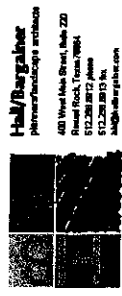
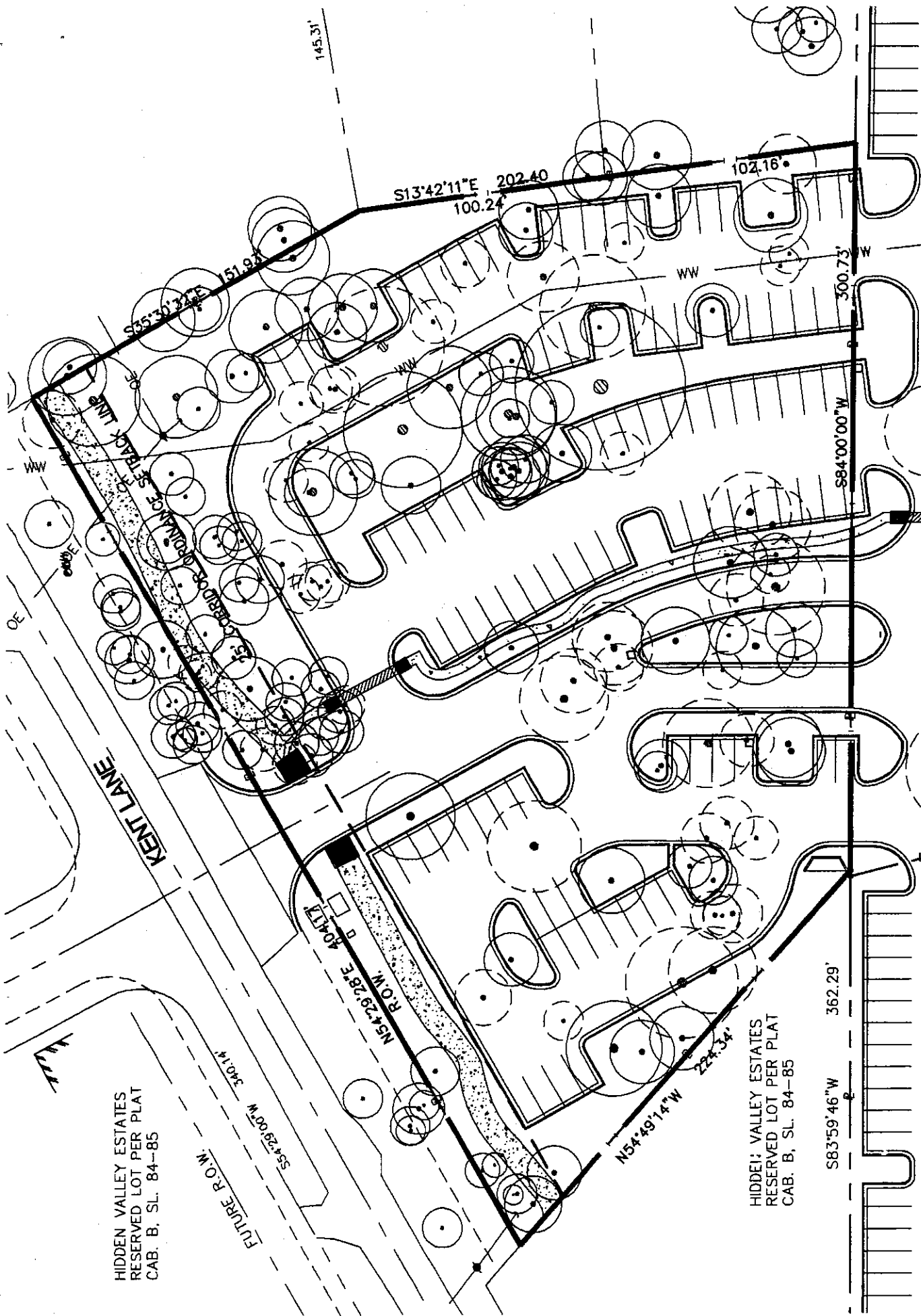
EXHIBIT 'A'

NOT TO SCALE : NORTH



RECORDERS MEMORANDUM

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NOT TO SCALE : NORTH

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

EXHIBIT 'B'

Hidden Valley Estates
400 West Lake Street, Suite 200
Bloomington, Illinois 61810
Tel: 618.281.1234
Fax: 618.281.1235
www.hiddenvalleyestates.com

AGENDA ITEM 20

Consider approving new polling locations for Precincts 277 and 293.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve new polling locations for Precincts 277 and Precinct 293:

Precinct 277 - Cedar Park High School, 2150 Cypress Creek Road, Cedar Park

Precinct 293 – Faubion Elementary, 1209 Cypress Creek Road, Cedar Park

Vote: **5 - 0**

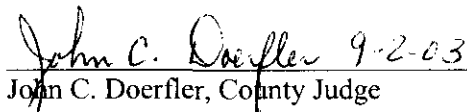
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ORDER DESIGNATING NEW POLLING PLACES
IN WILLIAMSON COUNTY, TEXAS

On this the 2nd day of September, 2003, the Commissioners' Court of Williamson County, Texas, does hereby order the following action with an effective date of September 13, 2003:

1. The new polling place for election precinct 277 shall be Cedar Park High School, 2150 Cypress Creek Road, Cedar Park;
2. The new polling place for election precinct 293 shall be Faubion Elementary, 1209 Cypress Creek Road, Cedar Park.

These changes are necessary because of the creation of a new precinct, 293.



John C. Doerfler, County Judge