

**AGENDA ITEM 21**

Set date to receive request for qualifications for Brushy Creek Trail Phase 2.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To set Tuesday, 10:00 a.m., November 18, 2003, as the date to receive request for qualifications for Brushy Creek Trail Phase 2.

Vote: **5 - 0**

**AGENDA ITEM 22**

Set date to receive request for qualifications for Brushy Creek Trail Loop.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To set Tuesday, 10:30 a.m., November 18, 2003, as the date to receive request for qualifications for Brushy Creek Trail Loop.

Vote: **5 - 0**

**AGENDA ITEM 23**

Consider approving an Interlocal Agreement with the City of Granger for drainage work.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve an Interlocal Agreement with the City of Granger for drainage work.

Vote: **5 - 0**

< Attachment >

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this 8<sup>th</sup> day of September, 2003, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GRANGER (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 or services for the promotion and protection of the health and welfare of the inhabitants of the State and the mutual benefit of the parties; and

**WHEREAS**, The County and the City desire to participate the cleaning and repair of a drainage easement; and

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

**I.****FINDINGS**

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.
2. **Drainage Easement.** Currently, there is a drainage problem on a public easement between the Granger High School and FM 971. In order to benefit the County, City and the Granger ISD, the County will utilize County machinery and labor to clean said easement. The County shall not be responsible for continued maintenance in said easement.

## II.

### Term of Agreement

1. **Term of Agreement.** The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for one year (the "Initial Term").

## III.

### General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson county regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.
3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor the County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and the County, and authorized by their respective governing bodies.

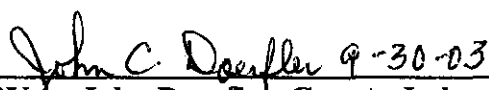
5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.


7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

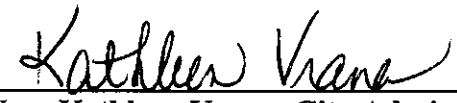
WILLIAMSON COUNTY

  
BY: John C. Doerfler 9-30-03  
John Doerfler, County Judge  
Williamson County, Texas

**CITY OF GRANGER**

  
BY: Jerry Lalla, Mayor  
City of Granger, Texas

**ATTEST:**

  
BY: Kathleen Vrana, City Administrator

**AGENDA ITEM 24**

Consider approving the disbursement of the entire Permanent Fund for the Sutton County School Lands to the individual school districts on a per scholastic basis.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the disbursement of the entire Permanent Fund for the Sutton County School Lands to the individual school districts on a per scholastic basis.

Vote: 5 - 0

< Attachment >

**John C. Doerfler**  
County Judge  
Williamson County



WILLIAMSON COUNTY COURTHOUSE  
710 MAIN, SECOND FLOOR  
GEORGETOWN, TEXAS 78626  
PHONE (512) 943-1550  
FAX (512) 943-1662

*October 1, 2003*

**Re: Williamson County School Lands**

**Dear Superintendent,**

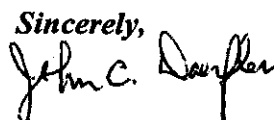
***The Commissioners Court of Williamson County has sold all of it's school land holdings in Sutton County, Texas. It is now the desire of the court to distribute these funds to the individual school districts. The Texas Constitution, Article 7, Section 6b, allows that "any county, acting through the commissioners court, may reduce the county permanent school fund of that county and may distribute the amount of the reduction to the independent and common school districts of the county on a per scholastic basis to be used solely for the purpose of reducing bonded indebtedness of those districts or for making permanent improvements."***

***We have calculated your share of these funds based on the last reported ADA numbers for all your students as of September 30, 2002. Your check, along with a copy of the worksheet detailing each district and their share is enclosed.***

***The County will continue to receive royalties on the gas and mineral leases. Currently these funds average about \$1,200.00 per year. We will disburse these funds to the individual school districts each time the balance equals approximately \$10,000.00.***

***Please review the attached copy of the Article 7-Education, of Texas Constitution. The article defines very specific language as to what these funds may be used for and it will be your responsibility to comply.***

***If you have any questions please contact my office.***

Sincerely,  
  
John C. Doerfler