

**AGENDA ITEM 20**

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee addressed the Court regarding the current status of the jail/courthouse annex expansion.

There was no action on Agenda Item 20.

**AGENDA ITEM 21**

Consider entering into Interlocal Agreement with City of Georgetown regarding acquisition of right-of-way and completion on East Inner Loop.

Charlie Crossfield addressed the Court regarding the completion of the East Inner Loop.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To enter into an Interlocal Agreement with City of Georgetown regarding acquisition of right-of-way and completion of East Inner Loop.

Vote: 4 – 0. **Commissioner Boatright** was absent from the dais.

< Attachment >

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 24 day of FEB, 2004, by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County") and the CITY OF GEORGETOWN, a Texas home-rule municipal corporation (the "City"), for purposes of designing, engineering, constructing and maintaining the northeast segment of the Georgetown Inner Loop from County Road 151 north to Business 35 (Austin Avenue) at its intersection with Lakeway Drive.

### 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, the County is planning the design and construction of a two-lane roadway from County Road 151 to Business 35 (Austin Avenue) in the approximate location shown on Exhibit "A" attached hereto and incorporated herein (the "Georgetown Inner Loop Northeast), measuring twenty-four (24) feet wide with 10-foot shoulders and transitioning into three lanes at its intersection with Business 35 (Austin Avenue) to provide for a turning lane; and

WHEREAS, the City is planning the design and construction of a two-lane roadway connecting the above-described Georgetown Innerloop Northeast to Industrial Park Circle in the approximate location shown on Exhibit "B" attached hereto and incorporated herein to provide an alternate route for ingress/egress between the Georgetown Inner Loop Northeast and the Industrial Park North Subdivision.

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

### I.

#### TERMS AND CONDITIONS

1. The County hereby agrees to perform all necessary and appropriate engineering, design and construction of the above-described Georgetown Inner Loop Northeast shown on Exhibit "A", which shall include the acquisition, and related costs, of a 120-foot-wide strip of right-of-way for a portion of said Georgetown Innerloop Northeast shown on Exhibit "C" attached hereto and incorporated herein and described as the "Sudduth Tract #1".
2. As consideration for the engineering, design and construction of the Georgetown Inner Loop Northeast by the County, the City shall acquire the right-of-way described as the "Kokel Tract" shown on Exhibit "D" attached hereto the "Higginbotham Tract" shown on Exhibit "E" attached hereto and incorporated herein, including related costs. The City shall also provide all necessary engineering, design, construction, right-of-way acquisition and related costs for a 50-foot-wide strip of roadway connecting the

Georgetown Innerloop Northeast to Industrial Park Circle described as the "Sudduth Tract #2", in the approximate location shown on Exhibit "B" attached hereto and incorporated herein.

3. Upon completion of the construction of the Georgetown Inner Loop Northeast and the connecting road to Industrial Park Circle and acceptance thereof by the City, or as soon as possible after each road is open to the public, the County agrees to file a petition requesting voluntary annexation of the road and right-of-way by the City. Upon final annexation, the City shall maintain the annexed portions of the Georgetown Inner Loop Northeast and connecting road. The City hereby agrees to construct or cause to be constructed within the right-of-way limits described herein, such additional roadway as may be warranted by future traffic demands.

## 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 of Texas or the United States of America, 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 their oral and written negotiations, agreements and understandings of every kind. 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. Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by the County, the City, their past or present officers, employees, or agents or employees.
4. This Agreement may not be amended, modified, waived, or altered in any way, except by an instrument in writing executed by the parties hereto.
5. Except as otherwise specified herein, all notices and demands shall be made in writing to the other party at the following addresses:

To County:  
County of Williamson  
c/o Williamson County Attorney  
405 Martin Luther King Drive, Box 7  
Georgetown, Texas 78626

To City:  
City of Georgetown  
ATTN: City Manager  
P.O. Box 409  
Georgetown, Texas 78627-0409

or to such other address as provided in writing by the receiving party.

6. This Agreement has been approved by the governing bodies of the City and of Williamson County.
7. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
8. This Agreement shall be performable in Williamson County, Texas.

**COUNTY****CITY**

By: John C. Doerfler 1-13-04  
John Doerfler, County Judge

By: Gary Nelson  
Gary Nelson, Mayor

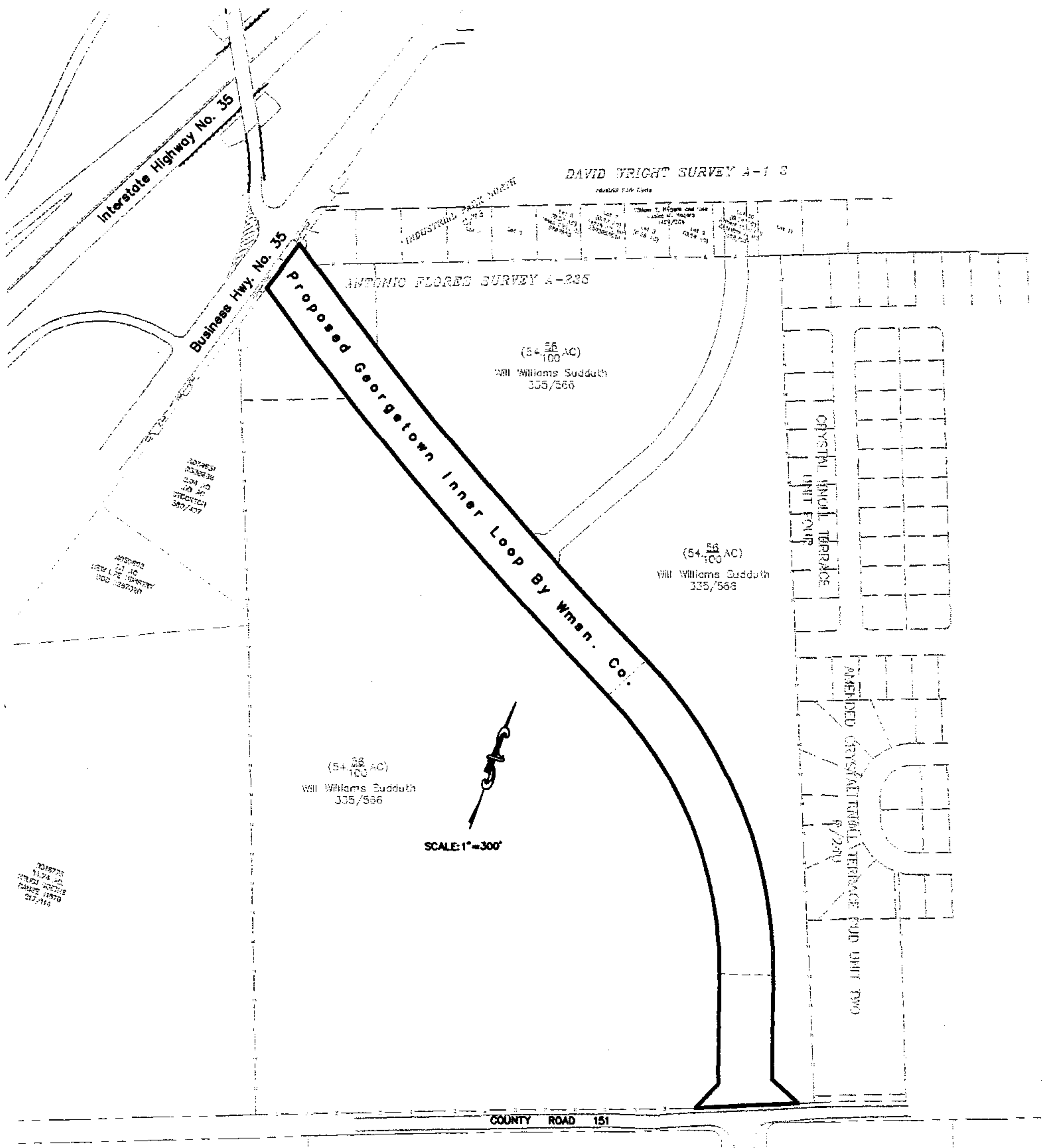
ATTEST:

ATTEST:

Nancy E. Rister  
Printed Name: Nancy E. Rister  
Title: Williamson County Clerk

Sandra D. Lee  
Sandra D. Lee, City Secretary





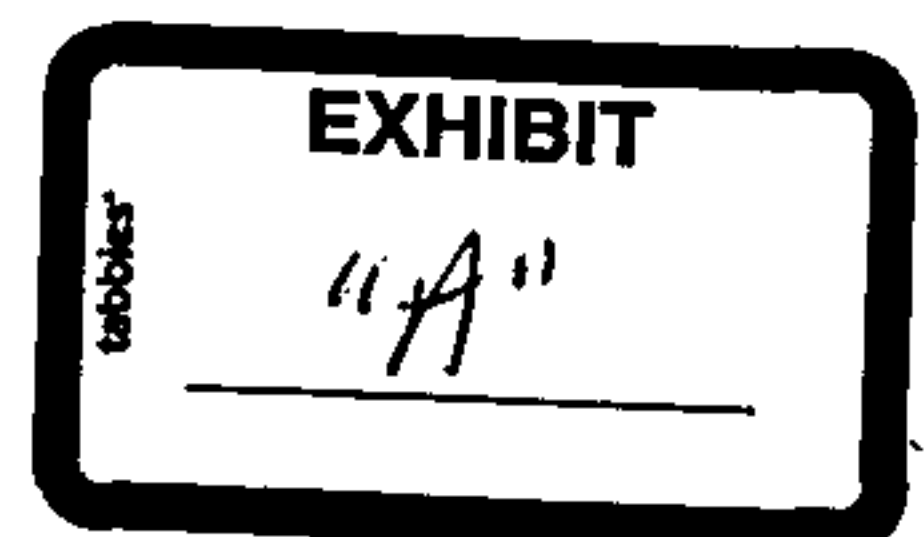
## Proposed Georgetown Inner Loop

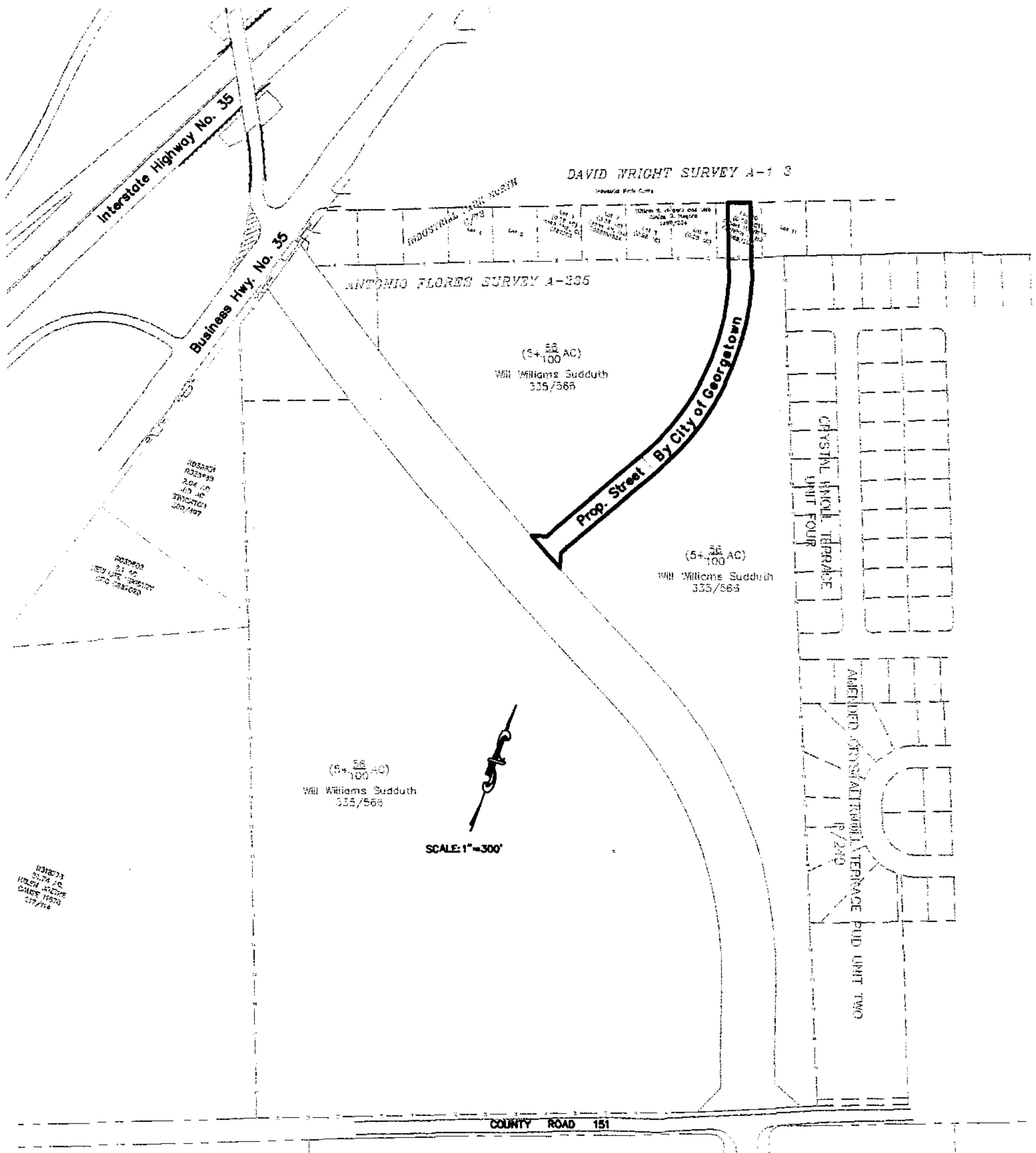


**Steger & Bizzell Engineering, Inc.**  
Consulting Engineers Surveyors

1875 South Austin Avenue  
Georgetown, Texas 78626

Telephone: (512) 930-8412  
Facsimile: (512) 930-9416





# Proposed Street By City of Georgetown



**Steger & Bizzell Engineering, Inc.**  
Consulting Engineers

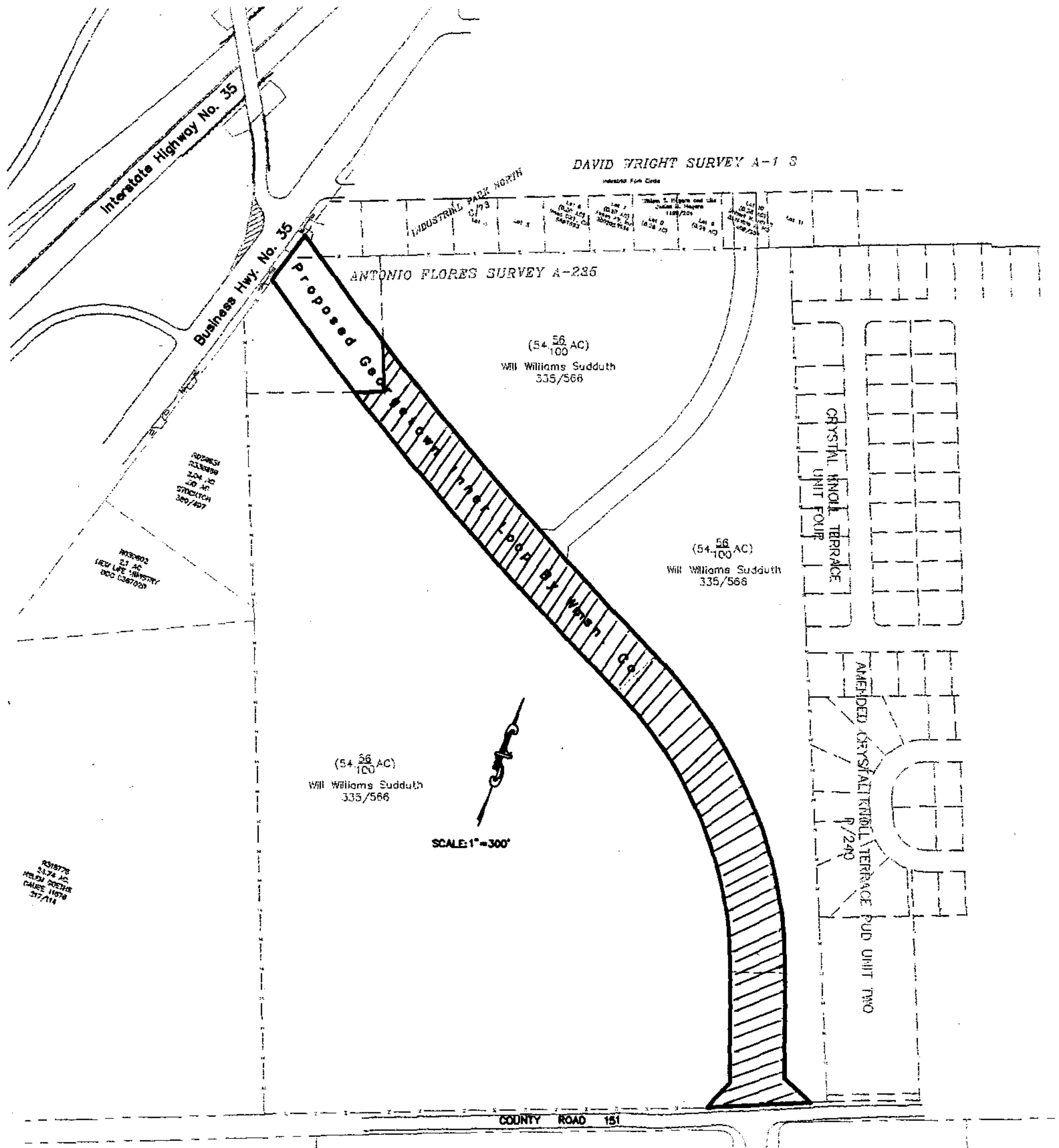
1975 South Austin Avenue  
Georgetown, Texas 78626

Telephone: (512) 830-9412  
Facsimile: (512) 830-9416

Surveyors

**EXHIBIT**

"B"



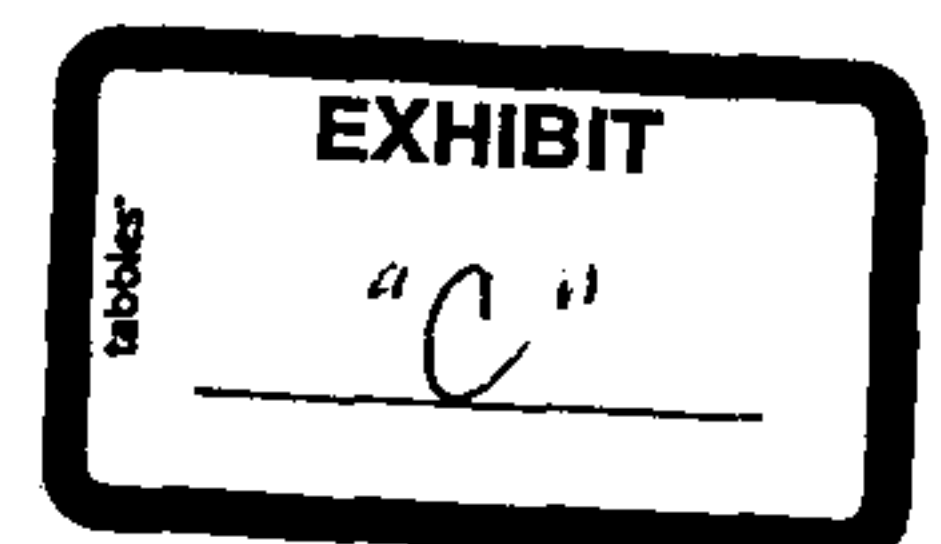
## Proposed Georgetown Inner Loop

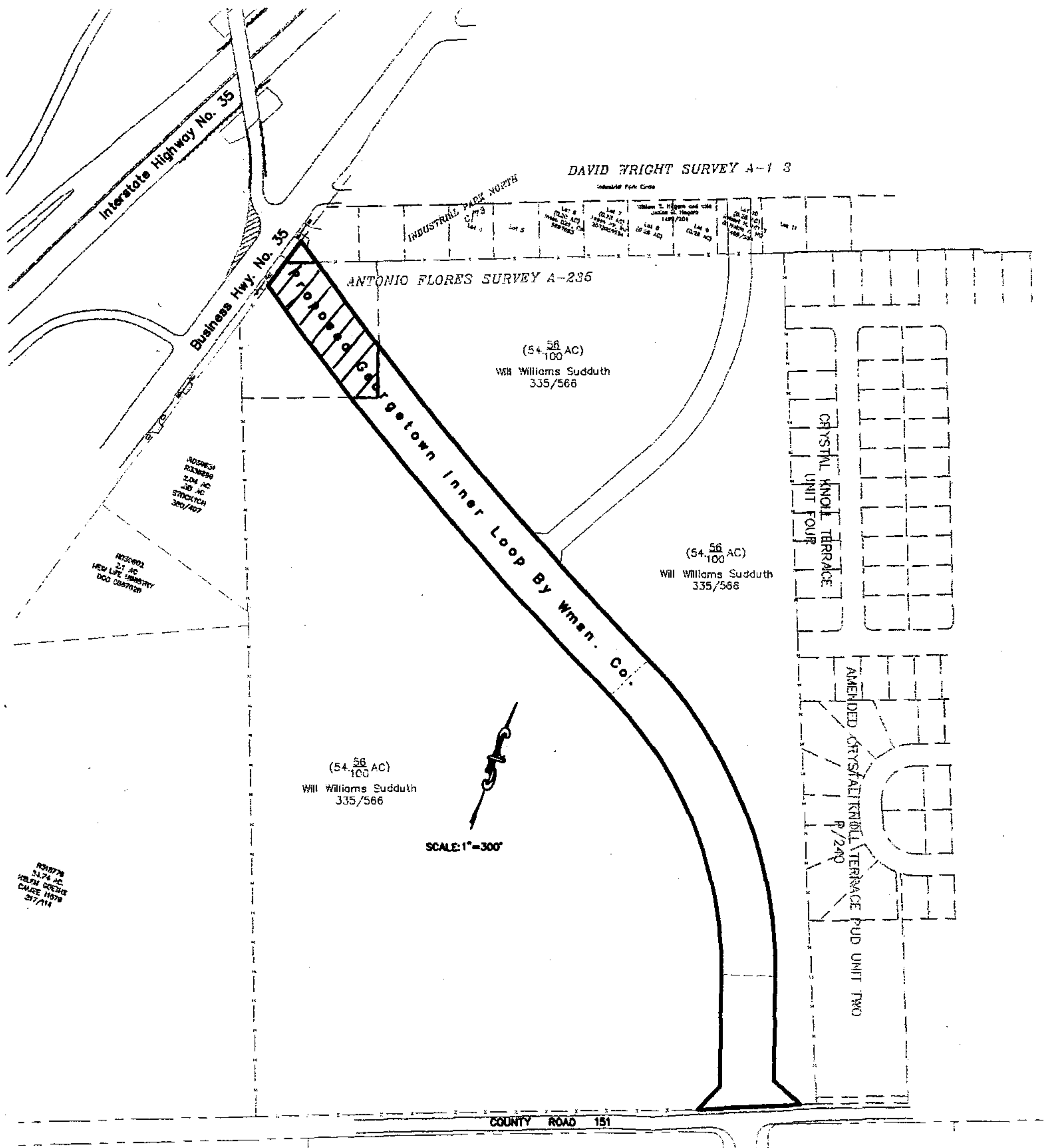


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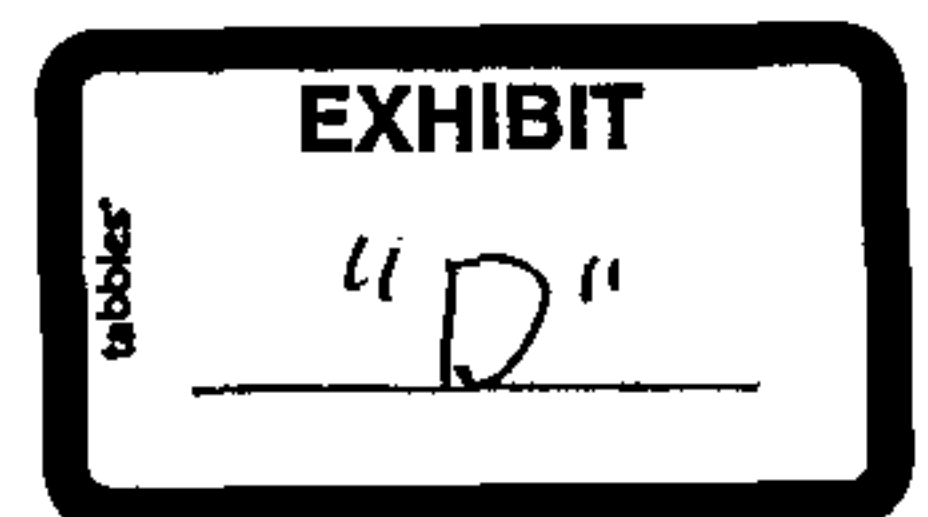
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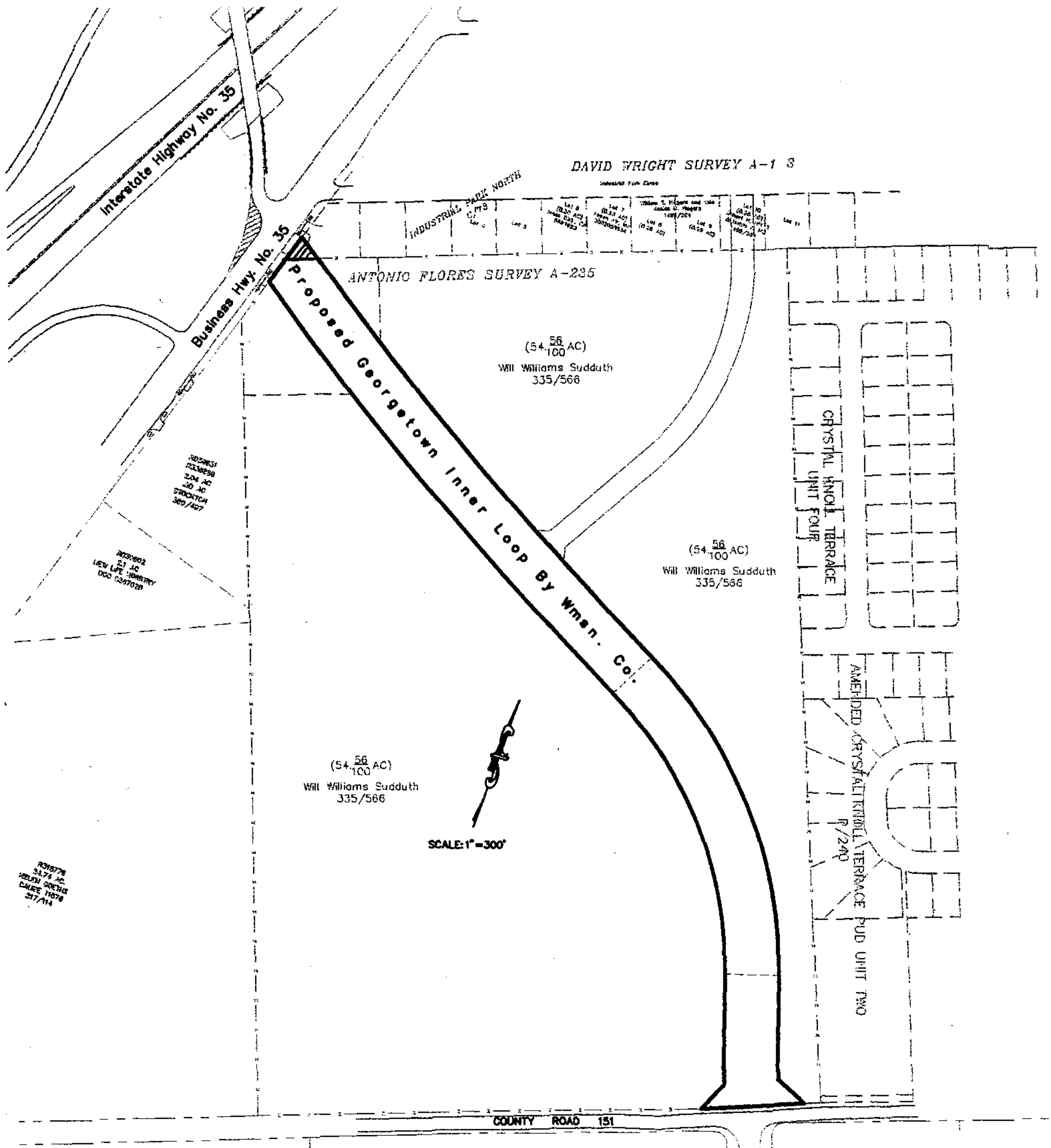
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## Proposed Georgetown Inner Loop



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