

REGULAR AGENDA

AGENDA ITEM 19

Discuss and consider preliminary approval of H & M Industrial Park II.

Joe England addressed the Court.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To grant preliminary approval of H & M Industrial Park II.

Vote: **5 – 0**

AGENDA ITEM 20

Take appropriate action to correct a scrivener's error in the unrecorded final plat of Trails End Estates, approved on April 13, 2004, by issuing an order nunc pro tunc authorizing the recordation of a corrected final plat with the erroneous lot line between lots 1 and 2 moved to its intended location.

Joe England addressed the Court.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To correct a scrivener's error in the unrecorded final plat of Trails End Estates, approved on April 13, 2004 [Agenda Item 21], by issuing an order nunc pro tunc authorizing the recordation of a corrected final plat with the erroneous lot line between lots 1 and 2 moved to its intended location.

Vote: **5 – 0**

AGENDA ITEM 21

Discuss and take appropriate action on road bond program.

Mike Weaver and **Commissioner Birkman** addressed the Court.

AGENDA ITEM 22

Consider approving Interlocal Agreement with Cedar Park concerning 183 Right-Of-Way.

Agenda Item 22 was discussed in Executive Session, where no action was taken on the Item. (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve Interlocal Agreement with Cedar Park concerning 183 Right-Of-Way with a provision that the County will not acquire the ROW for the frontage road but will acquire the ROW for the main lanes from FM 1431 and New Hope.

Vote: **5 – 0**

< Attachment >

INTERLOCAL AGREEMENT

This Interlocal Agreement ("**Agreement**") is made and entered into and effective this _____ day of _____, 2003, by and between the CITY OF CEDAR PARK, TEXAS ("**City**"), a home rule municipal corporation of the State of Texas, WILLIAMSON COUNTY ("**County**"), a political subdivision of the State of Texas and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas (the "**CTRMA**").

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act allows public agencies to contract with one another to perform governmental functions and services; and

WHEREAS, the City, the County and the CTRMA 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, the City and the County desire to co-operate with the CTRMA to facilitate the construction of US Highway 183A; and

WHEREAS, the County has assumed the responsibility of acquiring right-of-way for US 183A in Minute Order Number _____; and

WHEREAS, the City has, throughout the years, acquired several tracts of land within the alignment of 183A ("Right-of-Way Property"); and

WHEREAS, the City now desires to transfer the Right-of-Way Property to the County conditioned upon compliance with the terms and conditions set forth herein. ; and

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

1. The City agrees to transfer to the County the Right-of-Way Property, which is more fully described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein, subject to the conditions listed in this Agreement.
2. The County agrees to acquire all additional right-of-way within the city limits of Cedar Park necessary for the construction of US 183A.
3. The County agrees to accept the Right-of-way Property with reversionary language in the transfer document which states that the Right-of-way Property will revert to the City if the construction of the main lanes (excluding frontage

roads) between FM 1431 south to Avery Ranch Boulevard is not commenced within three (3) years of the signing of this Agreement. "Commenced" shall mean that a contract has been awarded for the construction of said main lanes (excluding frontage roads) from 1431 south to Avery Ranch Boulevard.

4. Further, the County agrees to accept the Right-of-Way Property with reversionary language in the transfer document which states that the Right-of-Way Property will revert to the City if the western frontage road of US 183A between FM 1431 and New Hope Road is not completed on or before November 1, 2005. "Completed" shall mean said western frontage road is accepted by the appropriate authorities and open to the public. The City shall be responsible for acquiring the seventy-five (75') feet of right-of-way for the said western frontage road and conveying same to the County on or before September 30, 2004.

Further, the CTRMA agrees to design the intersection of FM 1431 and US 183A to provide a grade separated interconnectivity between FM 1431 and US 183A and access from all four quadrants of said intersection through a diamond interchange design.

5. Further, the 183A western frontage road between 1431 and New Hope Road shall be utilized as a two-way road. It shall convert to a one-way road after the eastern 183A frontage road between FM 1431 and New Hope is open to the public. The two frontage roads must be connected with "Texas U-turns" near the intersections of 1431A and New Hope Road.
6. Further, that the City is to be provided reasonable access to the existing City wastewater reclamation plant and field operations south of Brushy Creek Road. The City agrees to co-operate with CTRMA engineers to design said access.
7. Cedar Park will be allowed to retain the easements for the US 183A existing wastewater lines along the western boundary of 183A right-of-way and a lift station on the eastern boundary of the extension of Lobo Street.

8. TERMINATION

- 8.1 Termination for Cause. A party may terminate the Agreement for breach of any provision of this Agreement after providing written notice of the alleged breach to the other party, and allowing the other party at least thirty (30) days after receipt of the written notice in which to cure the alleged breach.

9. NOTICES

- 9.1 Notices. All notices, demands and requests, including invoices which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) two (2) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Section, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

City of Cedar Park
Attn: City Manager

Cedar Park, Texas _____
Phone: (512) _____
Fax: (512) _____

Williamson County
Attn: John Doerfler, County Judge
710 Main Street, Suite 201
Georgetown, Texas 78626
Phone: (512) 943-1577
Fax: (512) 943-1662

Central Texas Regional Mobility Authority
Attn: _____

Phone: (512) _____
Fax: (512) _____

10. MISCELLANEOUS

- 10.1 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

- 10.2 Approval. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- 10.3 Assignment. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.
- 10.4 Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.
- 10.5 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.
- 10.6 Attorneys' Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
- 10.7 Severability. The parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The reminder of the Agreement shall be in full force and effect.
- 10.8 Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

CITY OF CEDAR PARK, TEXAS

By: _____, Mayor
Cedar Park, Texas

WILLIAMSON COUNTY

By: John C. Doerfler 5-11-04
JOHN DOERFLER, County Judge

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Printed Name: _____
Title: _____

AGENDA ITEM 23

Consider and pre-approve Raba Kistner for environmental services for Road Bond projects within Williamson County.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To pre-approve Raba Kistner for environmental services for Road Bond projects within Williamson County.

Vote: **5 – 0**

< Attachment >

Prime Strategies, Inc.

Memo

To: Jane Tableriou
From: Yvette Flores
Date: May 3, 2004
Re: 5/11/04 Agenda Item

Jane,

Please place the following item on the Commissioner's Court Agenda for Tuesday, May 11th.

“Consider and pre-approve Raba Kistner for environmental services for Road Bond projects within Williamson County.”

Thank you,

Yvette Flores-García

Attachment: Raba Kistner Statement of Qualifications

*Approved 5-11-04
John C. Dwyer*