

CITY OF LIBERTY HILL

RESOLUTION NO. 20-R-33

**A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH WILLIAMSON
COUNTY RELATED TO WATER PRESSURE IMPROVEMENTS AT
RIVER RANCH COUNTY PARK**

WHEREAS, Williamson County ("County") owns and operates River Ranch County Park (the "Park"), which is approximately 1,354 acres and located off of County Road 279 at 799 Silver Creek Drive in Leander, Texas; and

WHEREAS, the City of Liberty Hill ("City") supplies the Park with water service, and the water pressure available at the Park is insufficient for the Park's needs; and

WHEREAS, installation of additional piping, valves, a pressure relief valves, and related improvements will increase the water pressure to the Park; and

WHEREAS, the current estimate for total Project Costs is \$42,039.00 ("Project Costs"); and

WHEREAS, the Parties desire to share all costs related for the design and construction of the Project; and

WHEREAS, on May 25, 2020, the City passed Resolution No. 20-R-33 approving an Interlocal Agreement related to the sharing of the Project costs, but the County is requesting some modifications; and

NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

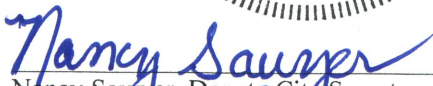
SECTION 1. The City Council hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

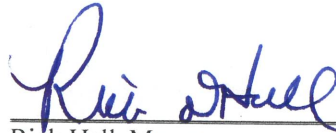
SECTION 2. The City Council authorizes the City Administrator or her designee to enter into an Interlocal Agreement with Williamson County allowing for sharing the Project Costs in a form substantially similar to the form attached hereto as *Attachment "A"* and incorporated herein as though set forth at length.

PASSED & APPROVED this 9th day of November 2020, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Liberty Hill, Texas.



ATTEST:


Nancy Sawyer, Deputy City Secretary



Rick Hall, Mayor

Approved as to Form:



Tad Cleaves, City Attorney

Attachment "A"

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LIBERTY HILL, TEXAS,
AND WILLIAMSON COUNTY REGARDING THE FUNDING FOR THE
CONSTRUCTION OF THE RIVER RANCH COUNTY PARK
WATER PRESSURE IMPROVEMENT PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____ 2020, by and between the CITY OF LIBERTY HILL, TEXAS (the "City"), and WILLIAMSON COUNTY (the "County"), 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 this State and the mutual benefit of the parties;

WHEREAS, the County owns and operates River Ranch County Park (the "Park"), which is approximately 1,354 acres and located off of County Road 279 at 799 Silver Creek Drive in Leander, Texas; and

WHEREAS, the City supplies the Park with water service, and the water pressure available at the Park is insufficient for the Park's needs; and

WHEREAS, installation of additional piping, valves, a pressure relief valves, and related improvements (the "Project") will increase the water pressure supplies to the Park; and

WHEREAS, the current estimate for total Project Costs is \$42,039.00 ("Project Costs"), as reflected on the two quotes attached hereto as *Exhibit "A;"* and

WHEREAS, the Parties desire to share all costs related for the design and construction of the Project; and

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

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to pay to the City, pursuant to the conditions stated herein, fifty (50%) percent of all Project Costs up to and no more than \$25,000.00 (the "County Reimbursements"). Project Costs include preliminary and final design and management and all other costs related to the construction of the Project. The current estimate of the County's 50% share is \$21,200.00. Upon completion of the Project, the City will transmit to the County a copy of the Project Costs that have been incurred by the City. Upon timely receipt, proper documentation, and approval of each expenditure the County shall make a good faith effort to pay the amount which is due within thirty (30) days of the County Auditor's Receipt of the City's request for payment. The City agrees

to make every effort to transmit the requests for reimbursement of expenditures to the County within sixty-days of completion of the Project.

3. The City agrees to be responsible for management of the Project and the payment of all Project Costs, subject to the County Reimbursement described above.

4. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City. Water pressure at the Project location will be maintained to meet standards established by the Texas Commission on Environmental Quality. Currently the minimum required pressure is 35 PSI.

5. Neither the City nor 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.

6. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

7. 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.

8. 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.

9. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by City. The Project will be complete no later than July 31, 2021.

10. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.

11. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

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

CITY OF LIBERTY, TEXAS



ATTEST:

Nancy Sawyer
Nancy Sawyer, Deputy City Secretary

Lacie Hale
Lacie Hale, City Administrator

Approved as to Form:

Tad Cleaves
Tad Cleaves, City Attorney

WILLIAMSON COUNTY

William Gravell, Jr., County Judge

ATTEST:

Nancy Rister, County Clerk

Exhibit “A”

Construction Bid



General Contractor

Name City of Liberty Hill
Address CR 279
City, State ZIP Liberty Hill Texas 78642
Phone 817-583-2225
Email jholmes@stegerbizzell.com

Project name CR 279 Clay valve and installation

Contractor Information

Company Walenta's Construction, LLC
Name Jason Walenta
Address 15008 Apple Springs Hollow
City, State ZIP Leander, TX 78641
Phone 512-400-1629
Email jason@walentasconstruction.com

Scope of Work

Site Utility Work Includes: Installation of 1 8in clay valve and a pressure reducer enclosed in a 8 by 4 vault with all associated fittings. Excavation and spoil removal is included as well as equipment mobs.

Not Included

Company Proposal

Total Amount Utility work: \$29,539.00


Submitted by (Company Representative)

3-20-20
Date



Quotation

1308 Chisholm Trail, Ste. 101
Round Rock, Texas 78681
(512)-238-1176

To: City of Liberty Hill

Quote No: 20-9004
Quote Date: 5/13/2020

ATTN: Wayne

Prepared By		TERMS	FOB	PROJECT	DELIVERY / VALIDITY	
S. Nelke		Net 30		Water Site 10 - Flow Valve Control RTU near Downtown	4 to 6 weeks ARO / 60 Days	
Item No.	Qty	Description			Unit Price	TOTAL
1	1	RTU plus SCADA programming / configuration services for adding a RTU near downtown to control flow valve via Site 8 Includes: Saginaw NEMA 4 enclosure w/ backpanel, 30 x 24 x 10 Allen-Bradley MicroLogic 1400 PLC w/ 4 chan analog input, 2 chan analog output MDS TransSD4 radio transceiver YAGI antenna, 450-470 MHz LMR-400 Antenna Cable w/ connectors 450VA UPS 24Vdc Power Supply Telescoping antenna pole, 50' Polyphaser Antenna surge arrestor Radio to Polyphaser Jumper Cable, TNC(M) to N(M) 30" Ethernet Cable, 3 ft Includes labor for ordering, fabrication, installation, plc programming, Wonderware Configuration, WIN911 configuration, on-site testing & startup, O & M Manual Display configuration, installation of antenna and antenna cable Exclusions: Site power installation including breaker panel; valve supply and installation;			\$12,500.00	\$12,500.00
Thank you for this opportunity to quote your requirements. Should you have any questions or concerns, please contact Stan Nelke at Neltronics. 1-1/2% per month will be added to overdue invoices.				TOTAL	\$12,500.00	