

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Hutto, a Home Rule municipality in the State of Texas ("Hutto"), the City of Taylor, a Home Rule municipality in the State of Texas ("Taylor"), and Williamson County, Texas ("County"), a political subdivision of the State of Texas. Hutto, Taylor and County are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, Hutto and Taylor have memorialized their commitments in a Regional Wastewater Solution Letter of Intent, dated November 16, 2022, Attachment "A"; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement for Hutto to provide wastewater service to the western portion of Taylor including an option for permanent service to the RCR Rail Co. ("RCR") rail site and service to portions of southwest Taylor and west of the Samsung site ("3349 Basin") and for County to provide funding to Hutto from its American Rescue Plan Act Funds ("ARPA Funds") toward the regional wastewater solution set out herein and pursuant to the related Subrecipient Agreement between County and Hutto.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. WASTEWATER SERVICE

1.01 Design. Hutto will design two sewer solutions: (1) a gravity lift station and force main within Hutto's Megasite which will be available to provide RCR and any properties as indicated in the exhibit, attached herein, or along or adjacent to FM 3349, with wastewater service; and (2) a gravity line system that generally follows the State of Texas' 3349 ROW and the new loop being constructed by County ("East Wilco Highway"). This gravity line will be sized to handle the amount of flow Taylor has requested and to provide permanent service to the RCR Rail Co. ("RCR") rail site and service to portions of southwest Taylor and west of the Samsung site ("3349 Basin") as indicated in the Attachment "B".

(a) Hutto awarded the Task Order for the Megasite line March 23, 2023, and on

April 25, 2023, has awarded a task order to design the 3349 Interceptor to accommodate Taylor's permanent request. This Interceptor is not merely meant to serve Taylor, as the line is a part of Hutto's Wastewater Master Plan, and is necessary to provide flow for Hutto CCN (Certificate of Convenience and Necessity). The 3349 Interceptor is subject to County finalizing right of way acquisition for the loop, and is dependent upon developer contribution.

1.02 Hutto WWTP Expansion. The south Hutto WWTP (Wastewater Treatment Plant) will require expansion and the scope of the expansion project is currently in development with Garver Engineering. The south Hutto WWTP is expected to be awarded by task order before the end of year 2023. Hutto has also applied to TCEQ for a plant rerate which when combined with improvements to the collection system that are being designed will allow for acceptance of the Taylor wastewater through the construction/expansion phase of the plant.

1.03 Funding. County has committed \$10 million dollars of its ARPA Funds toward this regional wastewater solution. County staff have indicated that, should the Hutto sewer project not include Taylor, that the ARPA allocation would be reduced by \$5 million. Therefore, Hutto will design the project such that Taylor is credited with \$5 million toward incrementally oversizing the infrastructure. Once the project has been designed to meet Hutto's capacity needs, it will be determined how much incremental oversizing may be accomplished with the \$5 million and Taylor will receive that amount of capacity from Hutto as in the form of an LUE credit that Taylor may use at its discretion; however, Hutto will concentrate its aforementioned allocation in the construction of the system to allow for capacity of the 2,000 LUEs, within the WWTP, to include but not limited to the sanitary sewer collection, treatment, discharge systems and all appurtenances associated therewith. Taylor is not required in the future to make necessary improvements in Hutto's system to access such LUEs. Moreover, Taylor will not be obligated to pay for any capital expenses or proportional debt payments prior to an end user. County's commitment of the ARPA Funds is dependent on the availability of such funds and, in the event such funds are rescinded by the United States Congress prior to their allocation, County's obligation to commit ARPA Funds shall also be rescinded. Furthermore, Hutto and Taylor hereby agree to execute any other agreements necessary with County in relation to terms and conditions necessary for funding and use of the ARPA Funds.

1.04 Additional terms. The determination of capital costs will be by separate agreement for the capital costs, for Taylor's LUE capacity, impact fee credits, and wholesale wastewater service contract, as the costs of the project are defined.

1.05 Acquisition of Real Property Rights. Hutto and Taylor hereby authorize the County to undertake construction and the acquisition of right-of-way, drainage easements, utility easements, and other real property rights and interest, through negotiation or condemnation, within the Hutto city limits and the Taylor city limits, which are necessary for the following County projects: East Wilco Highway, Samsung Highway, Corridor A and Chandler Road.

Additionally, Hutto and Taylor shall require dedication of the right-of-way from private owners needed for the County projects as part of their platting process and within the parameters of state law.

1.06 Submittals and assurances

The City of Hutto will deliver the following assurances and work with Taylor as they are completed to demonstrate the allocation of Taylor's 2,000 LUEs has been distributed throughout the WWTP, collection, discharge systems and all appurtenances associated therewith:

- Approved Engineering Task Order for Megasite
- Approved Engineering Task Order for FM 3349 Wastewater Conveyance System
- Final Documentation for WWTP Rerate
- Approved Engineering Task Order for WWTP Expansion
- Engineering Studies and/or Reports documenting capacity of the WWTP and Conveyance System
- Wastewater Conveyance System Construction Documents
- Wastewater Conveyance System Model
- Wholesale wastewater contract
- Cost of service model determining rate
- As-built Drawings for FM 3349 Wastewater Conveyance System

1.07 Plans and Specifications. For any proposed construction within County Right of Way, Hutto and Taylor shall submit all plans and specifications for proposed work to the County for approval prior to contract award.

1.08 Railroad Crossing Closures. Hutto shall be responsible for coordinating the closure of the at-grade railroad crossings, located at Hutto Economic Development Corporation owned parcels.

1.09 East Wilco Highway Right of Way Availability. The East Wilco Highway right-of-way needed for the Force Main and Gravity Line owned by Williamson County will be made available to Hutto and Taylor by December 1, 2023.

ARTICLE III. GENERAL PROVISIONS

2.01 Approvals Required. This Agreement is subject to approval by the Taylor City Council, the Hutto City Council, and the Williamson County Commissioners Court and, when executed by the appropriate officials of Taylor, Hutto, and County, shall bind the Parties hereto.

2.02 Entire Agreement. This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.

2.03 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this

Agreement.

2.04 Successors and Assigns. Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.

2.05 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either Party.

2.06 Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and the obligations are performable and venue for any dispute arising out of this Agreement shall lie in Williamson County, Texas.

2.07 Notice. Unless otherwise noted, all notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, postage prepaid or by hand delivery to the following addresses:

City of Taylor
Attention: City Manager
400 Porter Street
Taylor, Texas 76574

City of Hutto
Attention: City Manager
500 W. Live Oak Street
Hutto, Texas 78634

Williamson County
Attention: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

2.08 Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

2.09 Funding. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party or funds budgeted and appropriated by the respective party. The County's financial obligation shall be from awarded ARPA Funds to Hutto in the amount of \$10 million dollars pursuant to the terms of the related Subrecipient Agreement between County and Hutto.

2.10 No Joint Venture. Each party to this Agreement, 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 purposes whatsoever.

2.11 Force Majeure. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

2.12 Rights and Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.

2.13 Performance Obligations. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

2.14 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.

2.11 Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.


2.12 Binding Effect. This Agreement shall be binding upon and inures to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein; however, this Agreement confers no rights or benefits on any third Parties.

IN WITNESS THEREOF, the Parties, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original and have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

[Signature Pages Follow]

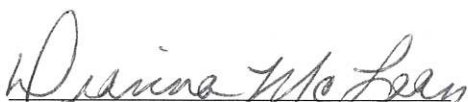
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS
ON THIS 24 DAY OF August, 2023.

CITY OF TAYLOR, TEXAS

By: 
Brandt Rydell, Mayor

Date: August 24, 2023

ATTEST:

By: 
Diana McLean, City Clerk

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS
ON THIS 17th DAY OF AUGUST, 2023.**

CITY OF HUTTO, TEXAS

By: _____

Mike Snyder, Mayor

Date: August 17, 2023

ATTEST:

By: _____

Angela Lewis, City Secretary



PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON
COUNTY, TEXAS ON THIS _____ DAY OF _____, 2023.

COUNTY:

Williamson County, Texas

By: _____

Bill Gravell, Jr., County Judge

Date: _____, 2023

Attachment "A"
Regional Wastewater Solution Letter of Intent, dated November 16, 2022



November 16, 2022

James R. Earp, CPM
City Manager
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

RE: Regional Wastewater Solution Letter of Intent

Dear Mr. Earp,

This letter is to show the intent of the City of Hutto and the City of Taylor to partner on a regional wastewater solution. City of Taylor staff have requested the City of Hutto provide wastewater service to the western portion of Taylor including the option of temporary service to the RCR rail site, and permanent service to portions of southwest Taylor, south and west of Samsung in what we are calling the 3349 Basin.

It is the intent of the City of Hutto to design two sewer solutions: a gravity, lift station and force main within Hutto's Megasite which will be available to provide RCR with temporary wastewater service; and, a gravity line system that generally follows the 3349 ROW and the new loop being constructed by Williamson County (3349 Interceptor). This gravity line will be sized to handle the amount of flow Taylor has requested. The City expects to award the Task Order for the Megasite line November 3, and will move forward with securing a task order to design the 3349 Interceptor to accommodate Taylor's permanent request. The 3349 Interceptor is subject to Williamson County finalizing right of way acquisition for the loop, or dependent upon developer contribution. This Interceptor is not merely meant to serve Taylor, as the line is a part of Hutto's draft wastewater master plan, and is necessary to provide flow for Hutto CCN.

Additionally, the south Hutto WWTP will require expansion, and the scope of the expansion project is currently in development with Garver Engineering. It is expected to be awarded by task order before year end. Hutto is also applying to TCEQ for a plant rerate which when combined with improvements to the collection system that are being designed will allow for acceptance of the Taylor wastewater through the construction/expansion phase of the plant.

Williamson County has committed \$10 million of its ARPA funds toward this regional wastewater solution. County staff have indicated that should the Hutto sewer project not include Taylor, that the ARPA allocation would be reduced by \$5 million. Therefore, Hutto will design the project such that Taylor is credited with \$5 million toward incrementally oversizing the infrastructure. Once the project has been designed to meet Hutto's capacity needs it will be determined how much incremental oversizing may be accomplished with the \$5 million and Taylor will receive that amount of capacity as an



LUE credit that it may use at its discretion. Moreover, Taylor will not be obligated to pay for any capital expenses or proportional debt payments prior to an end user.

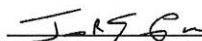
A more formal Interlocal Agreement that will establish the capital costs, Taylor's LUE capacity, impact fee credits, wholesale wastewater contract, among other items, will be developed when the timing and costs of the project are more well defined.


The County has asked for a joint letter of intent and acceptance to memorialize the commitment of our communities to this project in order to make the ARPA funds available to the city of Hutto. If the City of Taylor accepts this plan as sufficient to provide the service, they are requesting then this letter will serve the purpose of meeting the County's request.

The City of Hutto will deliver the following assurances to Taylor as they are completed:

- Approved Engineering Task Order for Megasite
- Approved Engineering Task Order for FM 3349 Interceptor
- Approved Engineering Task Order for Plant Rerate
- Approved Engineering Task Order for Plant Expansion

If this is acceptable, please counter sign and return.


James R. Earp, CPM
City Manager
City of Hutto


Brian LaBorde
City Manager
City of Taylor

Attachment "B"

