

RESOLUTION NO. R-2021-081

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO SEGMENT 1 OF THE SOUTHEAST LOOP CONSTRUCTION PROJECT.

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 benefits of the parties, and;

WHEREAS, the County is and has been in the process of designing Segment 1 of the Southeast Loop from the current terminus of CR 138 at SH 130 to the intersection of the proposed SE Loop and CR 137, the approximate location being shown on Exhibit "A, attached hereto, (the "County Project"), and;

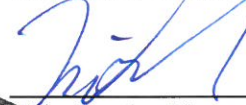
WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

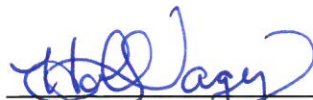
The Hutto City Council hereby authorizes the City Manager to execute an interlocal agreement with Williamson County regarding the participation in the design and construction costs related to Segment 1 of the Southeast Loop construction project.

CONSIDERED and RESOLVED on this the 20th day of May, 2021.

THE CITY OF HUTTO, TEXAS


Mike Snyder, Mayor

ATTEST:


Holly Nagy, City Secretary



**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO SEGMENT 1 OF THE SOUTHEAST LOOP
CONSTRUCTION PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Hutto, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

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 is and has been in the process of designing Segment 1 of the Southeast Loop from the current terminus of CR 138 at SH 130 to the intersection of the proposed SE Loop and CR 137, the approximate location being shown on Exhibit “A”, attached hereto, (the “County Project”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide consent for the County’s design and construction of the County Project. The County Project includes the planning of a future controlled-access facility from SH 130 to CR 137 and the design and construction of the first phase, a three-lane roadway from the current terminus of CR 138 at SH 130 to CR 137 and the proposed roadway.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project.

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City.

2.03 Inspection. The City may inspect all aspects of the County Project that are within the City Limits during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project for those sections of the County Project that lie within the City Limits. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer any warranties for the County Project within the city limits to the City upon final completion and acceptance of the Project.

III. CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project within the City limits after completion by the County and acceptance by the City.

3.02 Utility Conflicts. City and County agree to cooperate regarding the location of water and/or wastewater utilities that conflict with the new right-of-way. The City acknowledges that it shall be responsible for all design and construction costs to relocate the existing 6" wastewater force main as part of the Lakeside Estate Lift Station Abandonment Project as described in Exhibit "B." The County shall pay all design and construction costs for utility relocations if said lines lie within easements held by the City.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

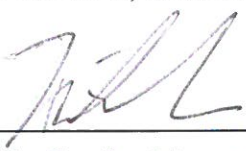
4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

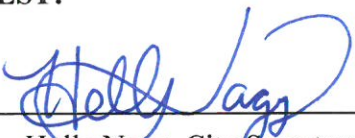
4.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

4.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

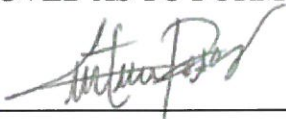
CITY OF HUTTO, TEXAS

By: 
Mike Snyder, Mayor

ATTEST:

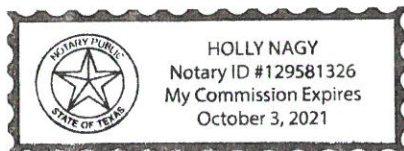
By: 
Holly Nagy, City Secretary

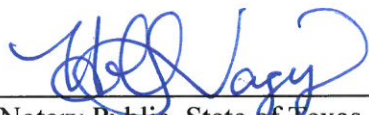
APPROVED AS TO FORM:

By: 
Cristian Rosas-Grillet, Assistant City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 20 day of May, 2021, by Mike Snyder as Mayor of the City of Hutto, a Texas home-rule city, on behalf of said city.




Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

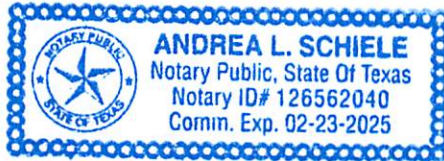
By: Bill Gravell, Jr.
Bill Gravell, Jr., County Judge

ATTEST:

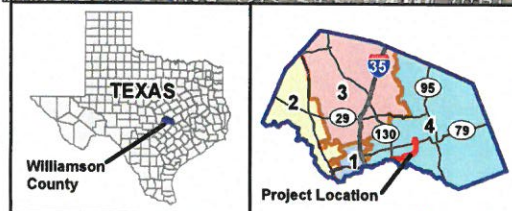
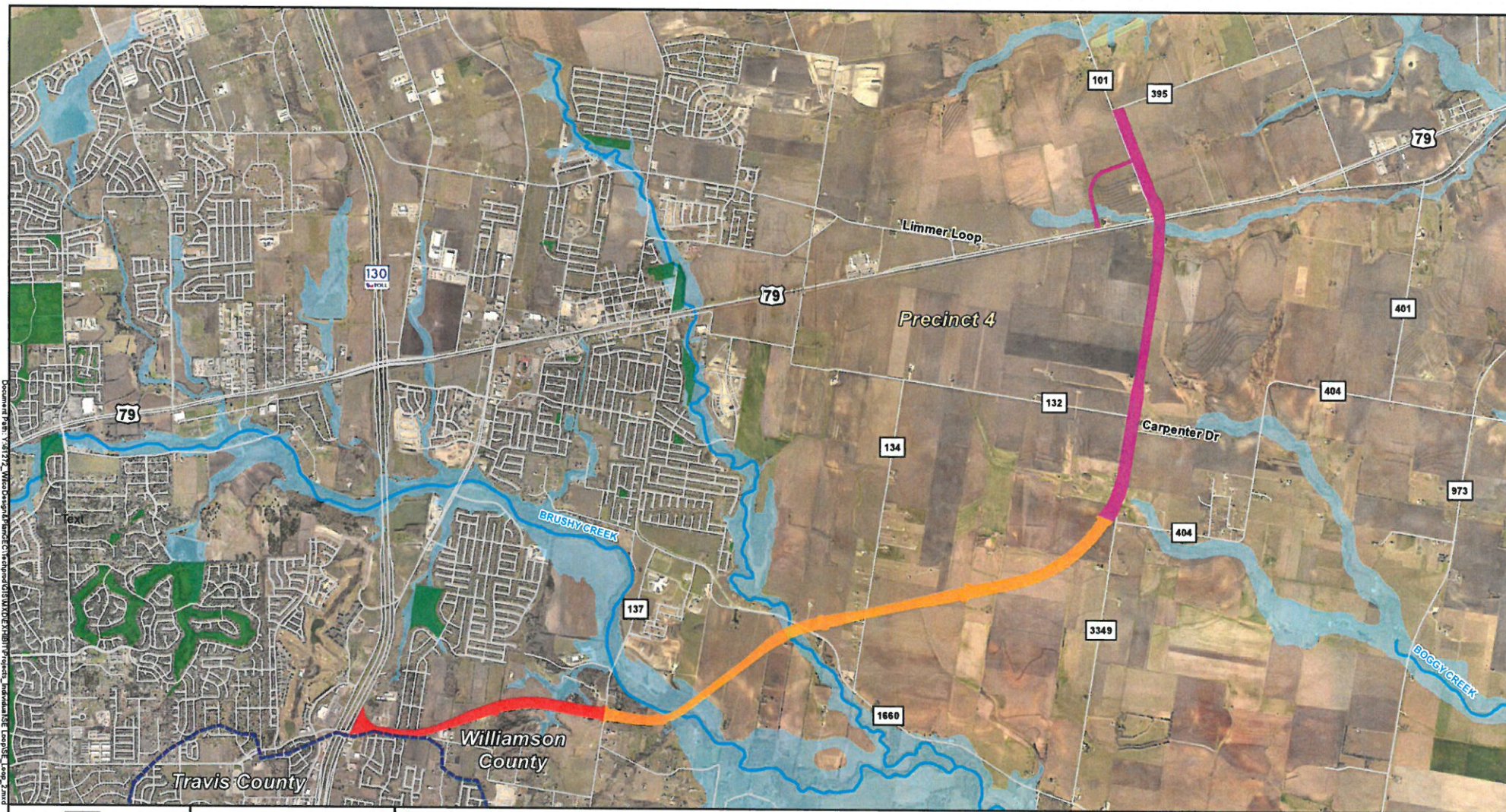
By: Nancy E. Rister
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 8th day of June, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.



Andrea L. Schiele
Notary Public, State of Texas



Southeast Loop SH 130 to US 79



- Segment 1
- Segment 2
- Segment 3
- Williamson County Boundary

- Parks and Open Spaces
- Flood Hazard Area (FEMA)
- Rivers/Streams
- Roadways

