

AGENDA ITEM 29

Consider approving interlocal agreement between Williamson County and the City of Liberty Hill for installation of non prima facia speed limit signs.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement between Williamson County and the City of Liberty Hill for installation of non prima facia speed limit signs.

Vote: **5 - 0**

< Attachment >

CITY OF

Liberty Hill

P.O. Box 1920 • Liberty Hill, Texas 78642



July 26, 2002

Judge John Doerfler
County Judge
Williamson County Courthouse
710 S. Main Street
Second Floor
Georgetown, Texas 78626

Dear Judge Doerfler;

On July 22, 2002, the City Council of Liberty Hill, Texas met in an open meeting to discuss and take action on Williamson County's projected cost associated with the purchase and labor of 39 speed limit signs within the City. In a five (5) votes for and zero (0) votes against, the Liberty Hill City Council unanimously accepted Williamson County's projected cost as noted in Exhibit "A" of the attached Interlocal agreement. Furthermore the Liberty Hill City Council accepted the sign installation sights as represented by the map produced by Williamson County Engineer Joe England for this purpose (Exhibit "B").

Judge Doerfler, please accept this letter as notice by the City of Liberty Hill, Texas, of its approval of Williamson County's proposal as noted and ask the County to commence work at its earliest possible opportunity. Thank-you for your time and your staff's time in the presentation and handling of this matter.

Sincerely,

Bob McEachern
Mayor

CC: City Council Members
City Attorney Art Rodriguez
County Engineer Joe England

CITY OF

Liberty Hill

P.O. Box 1920 • Liberty Hill, Texas 78642



July 26, 2002

Judge John Doerfler
County Judge
Williamson County Courthouse
710 S. Main Street
Second Floor
Georgetown, Texas 78626

Dear Judge Doerfler,

Enclosed is a signed copy of the interlocal agreement for 39 speed limit signs and labor.

Please sign and return a copy for our files.

Sincerely,

Katherine B. Clark
City Secretary

Interlocal Agreement for Road Construction and Maintenance

1. The following agreement has been entered into between Williamson County, Texas ("County"), and the City of Liberty Hill, Texas ("City"), pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as more specifically authorized by §251.012(b)(3), Texas Transportation Code. This contract will be automatically renewed annually, and shall remain in full force and effect until cancelled in writing by either party after payment of all its outstanding obligations.

2. The purpose of this agreement is (a) for the County to acquire the following consideration: cash for services rendered in accordance with the County-approved schedule attached as "Exhibit A," which may be amended at any time by agreement of the parties, and (b) for the City to acquire in return the following consideration: road maintenance and construction services from the County.

3. As required by §791.014, Texas Government Code, before beginning each distinct project under this agreement, County's commissioners court must give specific written approval for that project in a document other than this agreement that describes the type of project to be undertaken and that identifies the project's location. Exhibit "B" shall serve as both a sample project document and as the actual authorizing document for the first project to be undertaken under this agreement. It is agreed to be a separate document for the latter purpose.

4. All roadways contemplated by this agreement constitute integral portions of the public road network in Williamson County, Texas. The authority of the County to perform this work within a municipality is expressly provided by §251.012(a), Texas Transportation Code.

5. The County is acting as an independent contractor, and the City shall have no power to control the manner or means of performance. The County accepts all liability for valid claims made during the performance of each project based upon County's acts and omissions. However, once the project work is completed and accepted by the City, full control and all further liability for the project and its condition shall pass to the City. Acceptance shall constitute a full and final release of all claims against the County by the City, even as to undiscovered defects. As partial consideration for this agreement, the City agrees to assume all responsibility for claims thereafter

made by third parties concerning the design, condition, construction, or maintenance of an accepted project.

6. The parties agree that the considerations are of comparable value, and fairly compensate each performing party for the services or functions performed under the agreement. Provision of the compensation by each party to the other is within the legal authority of the performing party. All consideration is to be paid out of current revenues available to the paying party, and performance is to be completed within the current budget year of each performing party.

7. This agreement shall be construed according to its plain meaning, without reference to the rule that ambiguities should be construed against the drafting party. If any portion should be found invalid or unenforceable, the remaining provisions are severable, and shall remain in effect to the maximum practical extent. Exclusive venue for any litigation concerning this agreement shall be in the courts of Williamson County, Texas.

Signed on July 26th, 2002.

CITY OF LIBERTY HILL OF
THE STATE OF TEXAS

COUNTY OF WILLIAMSON OF
THE STATE OF TEXAS

By: Bob McEachern
Mayor

By: John C. Doerfler
John C. Doerfler, County Judge

ATTEST:

ATTEST:

Katherine B. Clark
Katherine B. Clark, City Secretary

Nancy E. Rister
Nancy Rister, County Clerk

Exhibit "A"—County Payment Schedule

	DESCRIPTION	UNITS OF MEASUR E	QTY	PRICE	SUB TOTAL	STOCK #
1	Speed Limit Sign & Post	EA	39	\$ 28.69	\$1,118.91	
2	Labor	EA	39	\$19.54	\$762.06	
3						
4						
5						
6						
7						
8						
9						
10						
				TOTAL	\$1880.97	

AGENDA ITEM 30

Discuss and take appropriate action concerning the park advisory committee.

The next committee meeting is scheduled for Monday, August 19, 2002 at 7:00 p.m. at the Hutto Fire Hall.

No action was taken on this agenda item.

AGENDA ITEM 31

Consider awarding contract for improvements to Berry Springs Park and Preserve.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To award the contract for improvements in the amount of \$148,000 to Berry Springs Park and Preserve to Hall/Bargainer.

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

AGENDA ITEM 32

Consider approving Professional Landscape Architectural Services Agreement between Hall/Bargainer and Williamson County for Berry Springs Park.

Commissioner Heiligenstein and Judge Doerfler agreed that they thought the County was going to buy Berry Springs and warehouse it as a piece of land.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve Professional Landscape Architectural Services Agreement between Hall/Bargainer and Williamson County for Berry Springs Park.

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

< Attachment >