

AGENDA ITEM 37

Consider approving interlocal agreement with the City of Round Rock for water service at Southwest Regional Park.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement with the City of Round Rock for water service at the Williamson County Regional Park.

Vote: **5 - 0**

< Attachment >

WATER AND WASTEWATER SERVICE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Water and Wastewater Service Contract ("Contract") is made and entered into by and between the CITY OF ROUND ROCK, a home-rule and municipal corporation, hereinafter referred to as "City", and WILLIAMSON COUNTY, hereinafter referred to as "Purchaser". For and in consideration of the premises and the mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

Article I. Provision of Water and Wastewater Service

1.01. City agrees to sell Purchaser water and wastewater required by Purchaser for domestic uses on an as-needed basis, for the property described more fully in as Exhibit "A" attached hereto and made a part of this Contract (the "Property").

1.02. City's obligation to provide water and wastewater services under this Contract is subject to the capacity of City's facilities to provide water and wastewater services to Purchaser after meeting the municipal, domestic, commercial, and industrial needs within City's corporate limits, and after meeting any contractual obligations existing as of the date of execution of this Contract, but in no event shall the City be obligated to provide more than 250,000 gallons per day, averaged over any consecutive thirty (30) day period, and no more than fifty-two (52) Living Unit Equivalents (LUE's) of wastewater service.

1.03. Purchaser agrees to abide by all voluntary and mandatory conservation and use restrictions imposed by City on its own citizens. Purchaser is solely responsible for the construction of any and all lines servicing the Property, including the negotiations of any and all easements or pass-through agreements with other entities. It is acknowledged by Purchaser that water and wastewater services will pass through Williamson County M.U.D. No. 9, and that it is Purchaser's obligation to obtain approval of said pass through. This Contract is subject to Purchaser entering into a pass through agreement with M.U.D. No. 9 which is acceptable to City.

Article II. Rates

2.01. Purchaser agrees to pay City for all water delivered to Purchaser at the rate authorized by Chapter 10, Section 10.201(5), Code of Ordinances (1995 Edition), as amended from time to time, applicable to sale of water to customers located inside the corporate limits of City. Purchaser agrees to pay City for all wastewater service at the rate authorized by Chapter 10, Section 10.202(1), Code of Ordinances (1995 Edition), as amended from time to time, applicable to wastewater service for customers located inside the corporate limits of City.

2.02. City shall render a monthly bill to Purchaser for wastewater service and water consumed. Payment shall be made no later than the tenth (10th) day following the mailing of the bill. Failure by Purchaser to make a payment when and as specified will give City the option to terminate all obligations of City under this Contract.

2.03. Purchaser shall be subject to all provisions of the Utility Billing Policy contained in Section 10.203, Code of Ordinances (1995 Edition), and as amended from time to time.

Article III. Compliance with Ordinances

3.01. Purchaser agrees to comply with all of City's ordinances as they now exist or as they are amended from time to time regarding the sanitary use of water or the wastewater treatment system.

3.02. Purchaser agrees to take all reasonable precautions to maintain the sanitary condition of City's water supply system.

Article IV. Force Majeure

4.01. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, then the obligations of that party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty. Force majeure shall relieve City from liability to Purchaser for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Purchaser of its obligation to make payments to City as provided in this Contract.

Article V. Term

5.01. The term of this Contract shall be for a term of four (4) years from the date hereof.

Article VI. Inspection and Construction Issues

6.01 As the property owned by Purchaser is all currently outside the city limits, no building permits or inspections will be required or made by the City; however, the City will inspect only the connection where the water and wastewater services are connected to the City system. No other City requirements or fees for development, including, but not limited to, building permits, inspection fees, detention facilities or payments, or any other such obligations shall be required until said annexation and platting occurs.

Article VII. Miscellaneous Provisions

7.01. Purchaser agrees that it is prohibited from selling or giving water purchased herein to anyone else.

9.02. Purchaser shall be permitted to assign its rights herein to a bona fide purchaser of its property as long as the intended use of the water remains the same or similar.

9.03. This Contract shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the term of this Contract shall be brought in Williamson County.

9.04. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

9.05. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.06. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

9.07. The violation by Purchaser of any of City's ordinances related to the use or disposition of water and wastewater shall render this Contract voidable at the option of City.


EXECUTED, in duplicate, at Round Rock, Williamson County, Texas, on the 25th day
of April, 2002.

ATTEST:

Christine Martinez
~~Joanna L. Lamm~~, City Secretary
CHRISTINE MARTINEZ

SELLER:

CITY OF ROUND ROCK

By: 
Robert A. Stluka, Jr., Mayor

PURCHASER:

WILLIAMSON COUNTY

By: John C. Doeffler 5-21-02
John Doeffler, County Judge

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the 25 day of April, 2002, by
ROBERT A. STLUKA, J R., Mayor of the CITY OF ROUND ROCK, on behalf of said city.



Christine R. Martinez
Notary Public - State of Texas

THE STATE OF TEXAS

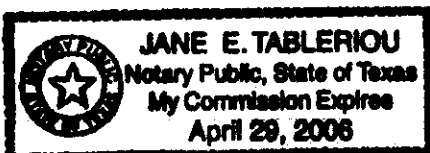
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the 21st day of May, 2002, by
John Doerfler, County Judge of Williamson County, Texas, on behalf of said County.



Jane E. Tableriou
Notary Public - State of Texas

AGENDA ITEM 38

Consider awarding Bid Alternate #9 for Williamson County Regional Park.

Paul Linehan stated that Alternate #9 is for running a water line from Round Rock. The bid for the original 12-inch line was not awarded to Workman in the base bid pending completion of the water agreements.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To award Bid Alternate #9 to Workman Corporation in the amount of \$208,317.

Vote: 5 - 0

< Attachment >