

AGENDA ITEM 49

Consider authorizing advertising and setting date to receive bids for removal of damaged trees/limbs and standard pruning at Berry Springs Park and Preserve.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize advertising and to set the date to receive bids for removal of damaged trees/limbs and standard pruning at Berry Springs Park and Preserve for July 17, 2002 at 2:00 p.m. in the Commissioners' Courtroom..

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

AGENDA ITEM 50

Consider authorizing advertising and setting date to receive proposals for HMO health plan provider.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and to set the date to receive proposals from HMO health plan provider for August 22, 2002 at 2:00 p.m. in the County Auditor's office.

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

AGENDA ITEM 51

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

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

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

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

< Attachment >

CITY OF

Liberty Hill

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



June 7, 2002

The Honorable Judge John Doerfler
County of Williamson
710 S. Main Street
Georgetown, Texas 78626

Dear Judge Doerfler;

On May 28, 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 subsequent erection of 14, 30 M.P.H. 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.

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 Road Admin. Greg Bergeron
County Commissioner Greg Boatright

Exhibit "A"—County Payment Schedule

	DESCRIPTION	UNITS OF MEASUR E	QTY	PRICE	SUB TOTAL	STOCK #
1	Speed Limit Sign & Post	EA	14	\$ 28.69	\$ 401.66	
2	Labor	EA	14	\$ 18.74	\$ 262.36	
3						
4						
5						
6						
7						
8						
9						
10						
				TOTAL	\$ 664.02	

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

Interlocal Agreement

2

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 May 31, 2002.

CITY OF LIBERTY HILL OF
THE STATE OF TEXAS

By: Bob McEachern
Mayor

ATTEST:

Katherine B. Clack
City Clerk

COUNTY OF WILLIAMSON OF
THE STATE OF TEXAS

By: John C. Doerfler 625-02
John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

Exhibit "B"—Project Document

The following project has been authorized by the Williamson County Commissioners Court pursuant to §791.014, Texas Government Code, and in furtherance of the current Interlocal Agreement for Road Construction and Maintenance between the County and the City of Liberty Hill, Texas:

Location: See attached map. (THIS MAP IS TO BE PRODUCED IN THE FIELD BY JOE ENGLAND AND TOMMY STUBBLEFIELD WITHIN THE NEXT TWO WEEKS)

Description: Installation of speed limit signs in accordance with the 1980 Texas Manual on Uniform Traffic Control Devices. See attached map for the proposed posted speed limit.

Adopted by Commissioners Court on June 25, 2002.

Interlocal Agreement

5

COUNTY OF WILLIAMSON OF
THE STATE OF TEXAS

By: John C. Doerfler 6-25-02
John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 52

Consider approving professional services for J.P. #4 building project.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve professional services in the amount of \$1285 by Bryan Technical Services, Inc. for a tree survey and a topographic survey, and to approve professional services in the amount of \$1250 performed by Hill Engineering for a drainage study, design and construction documents for J.P. #4 building project.

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

< Attachment >