

AGENDA ITEM 23

Consider entering into Interlocal Agreement with Chisholm Trail SUD pertaining to CR 258.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To enter into an Interlocal Agreement with Chisholm Trail SUD pertaining to CR 258.

Vote: **5 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code by and between the **CHISHOLM TRAIL SPECIAL UTILITY DISTRICT** ("District"), a political subdivision of the State of Texas, and the **COUNTY OF WILLIAMSON, TEXAS** ("County"), also a political subdivision of the State of Texas.

WHEREAS, District and County mutually desire to act in accordance with the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.011 regarding contracts to perform government functions and services; and

WHEREAS, the Interlocal Cooperation Act allows local government to contract with one another to perform governmental functions and services; and

WHEREAS, the County as part of its transportation plan and in conjunction with the public's approval of the County's 2000 general obligation bonds, is proceeding with the design and reconstruction of County Road 258 (CR 258) from its intersection with the US. Highway 183 and extending eastward for a distance of approximately 7,100 linear feet (the "CR 258 Project"); and

WHEREAS, the District has approximately 1,200 linear feet of 4-inch diameter water line improvements located generally between CR 258 Project Stations Nos. 19+00 and 29+00 and approximately 800 linear feet of 15-inch diameter water line improvements generally located between CR 258 Project Station Nos. 63+00 and 71+00 (the 4-inch diameter water line improvements and 15-inch diameter water line improvements being collectively referred to hereinafter as the "water lines"); and

WHEREAS, all existing District water lines, except where the water lines cross existing County right-of-way, are located within existing private, perpetual and exclusive easements dedicated to the sole benefit of the District, and said easements and water lines are currently located adjacent to, and outside, existing County Road 258 right-of-way; and District agrees to furnish said existing easement documents for review and verification; and

WHEREAS, these water lines are in conflict with the proposed CR 258 Project, which will include the widening of the existing county right-of-way;

WHEREAS, the County is requesting the District to vacate and/or quitclaim its current property rights and easement interests and to relocate the existing District water lines within new easements interests and/or within portions of the proposed CR 258 right-of-way by virtue of an exclusive assignment within the proposed CR 258 right-of-way to be granted by the County under this Agreement (hereinafter called an "Exclusive Assignment", as defined below); and

WHEREAS, the District has agreed to relocate the water lines in accordance with the County's request provided the County pays all "Eligible Costs" (as hereinafter defined) associated with the relocation of the water lines and provided that the District's water lines are relocated into exclusive easements secured by the District at the County's expense, or are relocated into an Exclusive Assignment within the proposed CR 258 right-of-way, all as provided in this Agreement.

NOW, THEREFORE, District and County, for the mutual consideration stated herein, agree and understand as follows:

1. The County will pay 100 percent of all District Eligible Costs associated with the securing of new District 20-foot wide exclusive and perpetual water line easements to be located adjacent to and on the south side of the proposed CR 258 right-of-way between Project Stations Nos. 19+00 and 29+00, as shown on the County approved CR 258 Project plans and specifications prepared by Haynie Consulting, Inc., Round Rock, Texas, dated _____, 2003. At the present time, the District anticipates securing these two (2) easements without incurring any out-of-pocket costs or expenses. If the District has to incur any costs or expenses in the acquisitions of these easements, however, it will notify the County in writing. The County will then respond within ten (10) days as to whether it will pay all such costs and expenses. If the County refuses to respond within said ten (10) day period or notifies the District that it will not pay such costs and expenses, then the District's agreement to vacate and abandon its existing easement rights in such areas shall terminate, and such easements rights will remain in full force and effect for all purposes. The District's existing easement rights shall remain in effect until such time as the County has granted a replacement easement in accordance with the terms of this Interlocal Agreement.

2. The County, at its sole cost and expense, will grant to the District an exclusive 20-foot wide permanent and exclusive easement adjacent to, or shall grant to the District an Exclusive Assignment within, the proposed CR 258 right-of-way line between CR 258 Project Stations Nos. 63+00 and 72+00, as shown on the County approved CR 258 Project plans and specifications prepared by Haynie Consulting, Inc., Round Rock, Texas, dated _____, 2003. The District's existing easement rights shall remain in effect until such time as the County has granted a replacement easement or Exclusive Assignment in accordance with the terms of this Interlocal Agreement.

3. The County acknowledges and understands that the District currently has 15-inch diameter water line improvements installed generally between CR 258 Project Station Nos. 63+00 and 72+00 that are in conflict with the CR 258 project. The County further acknowledges that the District currently uses 16-inch diameter ductile iron pipe, fittings, valves and appurtenances to replace older 15-inch diameter pipe materials/improvements, since this latter size is no longer readily available on the market place and more costly. As such, the County agrees, without any cost to the District excluding any betterment items, to design and construct 16-inch diameter ductile iron pipe, fitting, valves and appurtenances, in lieu of all existing 15-inch diameter materials that are in conflict with the CR 258 Project.

4. The County shall perform and pay 100 percent of all Eligible Costs associated with the design, construction, testing, and start-up of the water lines and related improvements that are specifically described in the CR 258 Project plans and specifications, as may be amended by the District, prepared by Haynie Consulting, Inc., Round Rock, Texas, dated _____, 2003, and that are generally described as follows:

- a. Relocation of approximately 1,200 linear feet of 4-inch diameter water line located within the easements and/or Exclusive Assignments described in Item No. 1, above, and generally located between CR 258 Project Stations Nos. 1+00 and 29+00; and
- b. Relocation of approximately 800 linear feet of 16-inch water lines into the Exclusive Assignment area or within easements described in Item No. 2, above, and generally between CR 258 Project Station Nos. 63+00 and 72+00.

5. The District, at no cost to the County, shall inspect all water line improvements installed by the County and/or its contractor(s) that are described in Item No. 4, above. The District shall have the right of acceptance of these improvements following completion of their installation by the County and/or its contractor(s). The County agrees that all water lines improvements shall be installed, tested, inspected, and accepted in accordance with all applicable provisions of the District's current rules and regulations and shall comply with all applicable standards of the Texas Commission on Environmental Quality and any other regulatory entity with jurisdiction.

6. The cost of construction to be paid and performed by the County will include eligible relocation items and the relocation of existing District meters, valves, fire hydrants, sleeves, and other miscellaneous items. The costs associated with the construction of any additional meters or project betterment items that are mutually agreed to by and between the Parties will be the responsibility of the District.

7. The County will require its construction contractor that installs all new District water line improvements that are the subject of this Agreement to provide the District with a one (1) year warranty from the date of acceptance of said improvements by the District.

8. For purposes of this Agreement, "Eligible Costs" shall be defined as all costs and expenses incurred in connection with the relocation of the District's water lines and related facilities, equipment and infrastructure from the District's existing easements to new easements or Exclusive Assignments granted under the terms of this Interlocal Agreement. Costs incurred in connection with the relocation of any District facilities that are currently located in the existing CR 258 right-of-way shall not be Eligible Costs, and the District shall be responsible therefor. Similarly, the incremental costs of any upgrade or betterment in District facilities, except as otherwise provided herein, shall not be an Eligible Cost, and the District shall be responsible for such incremental costs. All other costs incurred in relocating District facilities

and restoring functionally equivalent water service shall be Eligible Costs for which the County is responsible hereunder.

9. For purposes of this Agreement, an "Exclusive Assignment" shall consist of an area 20-feet in width, the centerline of which shall be the location of the District's water line as installed upon relocation. The District shall have an exclusive right to own, operate, maintain, repair and replace water lines and related infrastructure within each Exclusive Assignment, and no other utility or person shall have rights therein, in the same manner as if the District was granted an exclusive and perpetual easement for such purposes. Furthermore, any subsequent relocation of District facilities from or within an Exclusive Assignment requested or caused by the County shall be performed at the County's sole cost and expense, in the same manner as if the District's water facilities, prior to such subsequent relocation, were located into an exclusive and perpetual private utility easement. Each Exclusive Assignment shall remain in full force and effect until such time as the District notifies the County that it is vacating and abandoning all rights to the Exclusive Assignment. The parties mutually acknowledge and agree that the District is vacating its real property rights without payment from the County only because of the County's agreement hereunder to pay all Eligible Costs and to grant Exclusive Assignments to the District in connection with the relocation of District facilities.

10. Miscellaneous.

- a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this Agreement at any time.
- b. This Agreement has been duly and properly approved by each party's governing body and constitutes a legally binding obligation on each party.
- c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.
- d. The Agreement is not intended to extend the liability of the parties to third parties beyond that provision by law. Neither District nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

APPROVED BY THE DISTRICT BOARD OF DIRECTORS, in its meeting held on the _____ day of _____, 2003, and executed by its authorized representative.

CHISHOLM TRAIL S.U.D., FLORENCE, TEXAS

By: _____
President

ATTEST:

District Secretary

APPROVED AS TO FORM:

District Attorney

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY,
TEXAS, in its meeting held on the 13 day of January,
2004 and executed by its authorized representative.

WILLIAMSON COUNTY

By: John C. Daefler 1-13-04
County Judge

ATTEST:

Nancy E. Rester

APPROVED AS TO FORM:
