

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 13-041

**APPROVING AN AGREEMENT WITH THE CITY OF CEDAR PARK
RELATING TO ITS CONSTRUCTION OF BMC DRIVE TO ACCESS THE
NORTHBOUND LANES OF BRUSHY CREEK LOOP.**

WHEREAS, the City of Cedar Park is intending to build BMC Drive to provide direct access onto the northbound lanes of Brushy Creek Loop, east of the 183A Expressway; and

WHEREAS, the proposed BMC Drive includes a segment of the 183A shared use path as well as land encumbered by a drainage easement conveyed to the Mobility Authority; and

WHEREAS, staff at the City of Cedar Park and the Mobility Authority have discussed and agreed upon a proposed interlocal agreement relating to the construction of BMC Drive and its impact on the Mobility Authority; and

WHEREAS, the Executive Director recommends approval of the proposed interlocal agreement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed interlocal agreement with the City of Cedar Park in the form or substantially the same form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-041
Date Passed: 06/26/2013

EXHIBIT 1 TO RESOLUTION 13-041

INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR PARK

[on the following 3 pages]

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**INTERLOCAL COOPERATION AGREEMENT
SHARED USE PATH AND DRAINAGE EASEMENT**

This Agreement is entered into between the parties shown below as Contracting Parties pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” Chapter 791, Texas Government Code.

I.
CONTRACTING PARTIES

The Receiving Agency: Central Texas Regional Mobility Authority (“CTRMA” or the “Authority”), a regional mobility authority, governed by and authorized under Chapter 370 of the Texas Transportation Code (TTC).

The Performing Agency: The City of Cedar Park, Texas, (“City”) a home-rule municipal corporation and political subdivision of the State of Texas.

II.
STATEMENT OF SERVICES TO BE PERFORMED

In consideration of the following conditions, CTRMA and the City agree that:

1. Service Area. The Authority has constructed, owns and operates the 183A Turnpike Project located in Williamson County, Texas. The project consists of access tolled main lanes, frontage road, drainage systems and a shared use path.

2. CTRMA’s Authority. In accordance with Chapter 370 of the TTC, among other things, the Authority may:

- a. Provide for adequate storm water drainage for the Toll Road System.
- b. Provide connectivity for trails and paths for use as pedestrian walkways as well as other uses.

3. Services to be Provided.

a. The existing drainage easement, as shown and described in Exhibit A, is used for the conveyance of surface drainage from the 183A frontage road to the CTRMA’s water quality and detention pond. The portion of the drainage easement to be released, shown in Exhibit B, lies within the BMC Drive right-of-way. The City shall take the storm water runoff that is currently conveyed in this easement and it shall be continued to be conveyed through the

City's right-of-way via storm sewer infrastructure installed with the City's BMC Drive project, all at City's expense.

b. The existing shared use path and trail, as shown and described in Exhibit C, is used for the purpose of a pedestrian walkway and other similar uses and that portion to be relocated, shown and described in Exhibit C, lies within the BMC Drive right-of-way. The City shall reconstruct the shared use path and trail in the same manner and to the same quality as currently exists, and relocate the same to the City's right-of-way within the BMC Drive project, all at City's expense and the existing path shall be restored to its original condition.

4. City agrees to the following:

a. Access to the shared-use path is to remain unrestricted at all times unless approved by the Authority.

b. The City shall promptly reimburse or relocate any improvements made within the area that affect the functionality of the shared-use path or cause it to not be in compliance with AASHTO shared use path criteria.

c. Unless otherwise stated, the City's right to the shared-use path shall be the same as that of the general public.

d. The Authority shall have the right to review and consent to any proposed improvements within 2' of the shared-use path.

e. The Authority shall have the right to trim and remove trees, brush, or other vegetation growing alongside or above the shared-use path.

f. Existing path must remain open, or the realigned path must be constructed, or a temporary path must be constructed and remain open during the construction duration of BMC Drive or any future construction within the area defined by the ILA.

g. Access to the shared-use path by the general public must remain unrestricted at all times. Any temporary restriction in access to the path must first be approved by the Authority, subject to their conditions.

h. Any damage or deficiency caused to the shared-use path, or improvements directly related to it, by the City or the City's contractors must be corrected in a timely manner as agreed upon by the Authority.

i. The Authority must review and approve the redesign of the shared-use path and associated improvements related to the shared-use path.

5. Services Oversight. The Authority and the City shall continually coordinate to ensure the services provided are delivered in a manner mutually acceptable to both parties.

6. Construction Criteria. The City shall perform all construction in accordance with applicable City codes.

7. Progress Reports. The City shall provide the Authority with regular progress reports and completion estimates as requested.

8. Term of the Agreement. This Agreement shall terminate upon the satisfactory completion of the services to be provided or upon _____ years from the date of signing, whichever occurs first.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected Parties; (2) the proposed arrangements serve the interest of efficient and economical administration of government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

The Authority further certifies that is has the authority to contract for the above services by authority granted in Section 370.181(c) of the TTC.

The City further certifies that it has the authority to perform the services contracted for under the terms of this Agreement.

“CTRMA”

“CITY”

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CITY OF CEDAR PARK, TEXAS

By: _____
Name: Mike Heiligenstein
Title: Executive Director
Date: _____

By: _____
Name: Brenda Eivens
Title: City Manager
Date: _____