

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

RESOLUTION NO. 09-13

Memorandum of Understanding with the City of Leander-183A Corridor

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the CTRMA completed and opened the first phase of its 183A Toll Project on March 3, 2007 ; and

WHEREAS, a significant portion of the 183A Project is within the city limits and extra territorial jurisdiction of Leander, Texas, including a portion that currently is in an interim phase consisting of two (2) two lane frontage roads running north and south, respectively, with plans to ultimately construct tolled main lanes with limited access between the existing frontage roads in phases over the next few years; and

WHEREAS, coordination of the efforts of Leander and CTRMA to achieve their respective goals, and collaboration between Leander and CTRMA in undertaking these efforts are critical to both entities' ultimate success in realizing their goals and serving the citizens of the region; and

WHEREAS, both Leander and CTRMA have determined that it is beneficial to enter into a Memorandum of Understanding ("MOU") to set forth various specific matters that will require both entities' continuing cooperation and collaboration, as well as to express the spirit of coordination and working together that will be vital to ensure the best interests of Leander's and Central Texas' citizens are realized; and


WHEREAS, the CTRMA Board of Directors desires to enter into an MOU with Leander in substantially the form set forth in Attachment "A" attached hereto and incorporated herein for the purposes set forth therein.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors adopts the Memorandum of Understanding in substantially the form set forth in Attachment "A" and authorizes the Chairman or the Executive Director to finalize and deliver the MOU to Leander for their adoption and execution; and

BE IT FURTHER RESOLVED, upon approval and adoption of the MOU by the Leander City Council, that the Chairman and/or the Executive Director is authorized to execute the MOU on behalf of the CTRMA for all purposes.

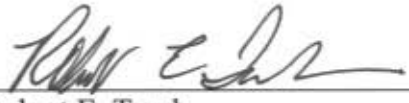
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of February, 2009.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 09-13
Date Passed 2/25/09

ATTACHMENT "A"
TO RESOLUTION NO. 09-13
PROPOSED LEANDER-CTRMA
MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF LEANDER, TEXAS
AND
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

February ____, 2009

WHEREAS, the City of Leander, Texas ("Leander"), a Texas home rule municipality, is a rapidly growing city in western Williamson County, Texas seeking to ensure a vibrant economy and positive quality of life are afforded to all of its citizens; and

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA"), a political subdivision of the State of Texas, was created to address the region's mobility challenges through the development of various transportation projects, including the 183A Toll Project ("183A"); and

WHEREAS, a significant portion of the 183A Project is within the city limits and extra territorial jurisdiction of Leander, including a portion that currently is in an interim phase consisting of two (2) two lane frontage roads running north and south, respectively, with plans to ultimately construct tolled main lanes with limited access between the existing frontage roads in phases over the next few years; and

WHEREAS, coordination of the efforts of Leander and CTRMA to achieve their respective goals, and collaboration between Leander and CTRMA in undertaking these efforts are critical to both entities' ultimate success in realizing their goals and serving the citizens of the region; and

WHEREAS, both Leander and CTRMA have determined that it is beneficial to enter into this Memorandum of Understanding (this "MOU") to set forth various specific matters that will require both entities' continuing cooperation and collaboration, as well as to express the spirit of coordination and working together that will be vital to ensure the best interests of Leander's and Central Texas' citizens are realized.

NOW, THEREFORE, Leander and CTRMA enter into this MOU for the purposes stated above and in accordance with the following:

1. Coordination of land use planning and platting efforts between Leander and CTRMA.
These efforts will include:

- Leander and CTRMA will establish an ongoing dialogue regarding the land use planning, development and platting efforts within Leander's jurisdiction. This will include quarterly meetings involving representatives from Leander and the CTRMA (as well as representatives from Williamson County and the Texas Department of Transportation, as appropriate) to ensure input and information is received and shared between the various entities in a timely manner.

- Conceptual and planned commercial, retail and residential developments will be addressed and analyzed.
- Leander planning officials and CTRMA representatives will work to develop processes to provide coordination of each entity's interests regarding developments that impact both entities.
- The effects of limited access to 183A and access permitting will be addressed, as well as the impact of 183A on future developments. This will include formal efforts to provide public notice to potential area developers of 183A and its planned expansion, as well as establishing development requirements necessary to address the interface between planned developments and the 183A project.

2. Coordination and consultation regarding 183A and regional project design considerations between Leander and CTRMA. These efforts will include:

- The CTRMA will coordinate and consult with Leander officials to establish entrance and exit ramp locations associated with the future development of 183A, as well as regarding locations for grade separated crossings of City, County and State roadway projects intersecting with 183A. These would include planned CR 274 (San Gabriel Parkway), extension of CR269, FM 2243, the 183-183A intersection, as well as other road projects that may be planned in the future.
- The CTRMA and Leander will coordinate and cooperate with each other, as well as other respective governmental entities, to ensure optimized connectivity of pedestrian and bike ways and trails.
- The CTRMA will coordinate its Context Sensitive Design efforts associated with future development of 183A with Leander officials and citizens.
- The CTRMA and Leander will continue to cooperate in accordance with the Interlocal Cooperation Agreement for Development of Master Drainage and Water Quality Guidelines for the Transportation Oriented Development District by and between the CTRMA and Leander dated September 7, 2006, including the provisions relating to the development and utilization of regional detention and drainage facilities involving the 183A corridor.

3. Future development within Leander's Transit Oriented Development District ("TODD"). These efforts will include:

- Coordination of future expansions of 183A (as well as any other transportation projects the CTRMA may undertake in the area) and the development of Leander's TODD will be undertaken.
- Leander and the CTRMA will coordinate the design and development considerations associated with possibly constructing the future 183A main lanes below grade through

the TODD. Such coordination would include determination of possible methods to finance the costs associated with such construction below surface grade.

- Leander and the CTRMA will coordinate the design and development considerations of any aerial or subterranean crossings other than those currently planned. Such crossings may include roadways, utilities and pedestrian connections, etc. Coordination efforts would include determination of possible methods to finance the costs associated with such construction.
- The maintenance, operation and ultimate development of the J.C. Bryson six acre tract located within the TODD will be undertaken in accordance with the Memorandum of Agreement Regarding the J.C. Bryson Farmstead Historic Site dated effective November 18, 2008 by and among the FHWA, the Advisory Council on Historic Preservation, the Texas State Historic Preservation Officer, Leander and the CTRMA, as well as other parties.

4. Maintenance obligations and access management. These efforts will include:

- It is the intention of both Leander and the CTRMA to develop a plan for the eventual establishment of a Maintenance and Access Agreement between the two parties. The purpose will be to provide for the ultimate maintenance of the various portions of the 183A corridor as well as ensure that an effective access policy is in place addressing safety, design and economic development issues.

Cooperation of the Parties. The specific provisions set forth above in this MOU shall not in anyway limit the efforts of Leander and the CTRMA, respectively, to continually seek to cooperate, coordinate and collaborate in connection with all matters in which both entities share an interest. This MOU does not create for either party any specific obligation enforceable by the other party; however, it is intended to establish a basis for continuing dialogue and coordination.

Effective Date. This MOU shall be in full force and effect from and after its execution by the parties as hereinafter provided.

Amendments and Modifications. This MOU may not be amended or modified except in writing executed by both parties and authorized by their respective governing bodies.

Severability. In the event any provision of this MOU shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, but rather this entire MOU will be construed as if not containing the particular invalid provision or provisions, and this MOU shall be construed in accordance therewith. The Parties acknowledge that if any provision of this MOU is determined to be invalid, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated.

Gender, Number and Headings. Words of any gender used in this MOU shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings are for convenience only and shall not be considered in interpreting or construing this MOU.

Execution in Counterparts. This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this MOU by their officers thereunto duly authorized.

Dated: _____

Dated: _____

CITY OF LEANDER, TEXAS

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____
John Cowman, Mayor

By: _____
Robert E. Tesch, Chairman
Board of Directors

Attest:

By: _____
_____, City Secretary